

## SOFTWARE END USER LICENSE AGREEMENT

Welcome to TAXRIGHT for 2022 offered by ComplyRight Distribution Services, Inc., a Minnesota corporation ("Licensor"). CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE (defined below). LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS SOFTWARE END USER LICENSE AGREEMENT (this "Agreement") AND ON THE CONDITION THAT YOU ("Licensee") ACCEPT AND COMPLY WITH SUCH TERMS AND CONDITIONS. BY SELECTING "I accept the terms in the license agreement" BELOW OR INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS, WHETHER OR NOT LICENSEE HAS READ THE AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SELECT "I do not accept the terms in the license agreement" BELOW AND DO NOT INSTALL OR USE THE SOFTWARE.

1. Grant of License. Subject to and conditioned upon Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to use one (1) copy of the TAXRIGHT for 2022 Computer Software Tax Program and related documentation (collectively, the "Software"). This Agreement grants Licensee the right to:
  - a. Install or download one (1) copy of the Software on one (1) computer owned or leased, and controlled by Licensee. The Software when installed from CD is in "use" on Licensee's computer when it is located into temporary memory such as RAM or installed into permanent memory such as the hard drive or other storage device of Licensee's computer. However, installation of the Software on a network server for the sole purpose of internal distribution shall not constitute "use" for which a separate license is required, provided that Licensee has a separate license for each computer to which the Software is distributed;
  - b. Use and run the Software as properly installed in accordance with this Agreement; and
  - c. Print one (1) copy of the Software's documentation and use such documentation solely in support of Licensee's licensed use of the Software in accordance herewith. All copies of the documentation made by Licensee will be the exclusive property of Licensor and subject to the terms and conditions of this Agreement.
2. Use Restrictions. Licensee shall not, directly or indirectly,
  - a. Use, including making any copies of, the Software beyond the scope of the license granted in Section 1 of this Agreement;
  - b. Provide any other Person, including any subcontractor, independent contractor, affiliate or service provider of Licensee, with access to or use of the Software;
  - c. Modify, translate, adapt, or otherwise create derivative works or improvements of the Software or any part thereof;
  - d. Combine or incorporate the Software or any part thereof with any other software or hardware

programs;

- e. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- f. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software;
- g. Copy the Software, in whole or in part;
- h. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or other make available the Software or any features or functionality of the Software to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the Internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- i. Use the Software in violation of any federal, state or local law, regulation or rule or for any illegal purpose; or
- j. Use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Licensor's commercial disadvantage.
- k. "Person" as used in this Agreement shall mean an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

### 3. Responsibility for Use of Software.

- a. Licensee is responsible and liable for all uses of the Software through access thereto provided by Licensee, directly or indirectly. Without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software by any other Person to whom Licensee may provide access to or use of the Software, whether such access or use is permitted by or in violation of this Agreement.
- b. Licensee is legally responsible for all information, data, text, messages and other materials ("Content") uploaded, posted or stored through Licensee's use of the Software. Licensor is not responsible for the Content or data provided by Licensee through its use of the Software. Licensor will not be responsible to back up Licensee's data or Content. Licensee represents and warrants that it has retained backup copies of all data, Content, information or items stored with or sent Licensor as part of Licensee's use of the Software.

### 4. Maintenance and Support.

- a. The license granted hereunder entitles Licensee to the basic software maintenance and support services on Licensor's website located at [www.custsupp.com](http://www.custsupp.com).

b. Maintenance and support services will include provision of such updates, upgrades, patches and other corrections (collectively, "Updates") as Licensor makes generally available free of charge to all licensees of the Software. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor provides all Updates via download from [www.custsupp.com](http://www.custsupp.com), and the release of automatic Updates to Licensee requires Licensee's registration of the Software via an internet connection, which connection and registration is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media.

5. Intellectual Property Rights. Licensee acknowledges and agrees that the Software is provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software under this Agreement or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Licensor retains its entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, except as expressly granted to Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard the Software and all copies thereof from infringement, misappropriation, theft, misuse or unauthorized access.

6. Termination. The license granted under this Agreement is effective until terminated. Licensee may terminate the license at any time by discontinuing use of the Software and uninstalling the Software from its computer. Licensor may terminate the license EFFECTIVE IMMEDIATELY if Licensee fails to comply with any term of this Agreement. Upon termination of the license or this Agreement for any reason, Licensee shall return all copies of the Software to Licensor upon its request, remove all copies of the Software from its computer and demonstrate or certify to Licensor's satisfaction that it has done so. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Licensor's proprietary rights shall survive termination of the license and this Agreement.

7. Limited Warranty. Licensor warrants to Licensee that, for a period of sixty (60) days following Licensee's purchase of the Software, the media containing the Software shall be free from material defects in materials and workmanship under normal use. If a material defect in such media appears during such period, Licensee's sole and exclusive remedy and Licensor's sole liability shall be substitution of an equivalent product available through download from the Internet.

8. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS." TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, LICENSOR ON ITS OWN BEHALF AND ON BEHALF OF ITS PARENT AND AFFILIATES, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY SOFTWARE FURNISHED TO LICENSEE IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR THOSE ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE OR RELATED TO THE ACCURACY, RELIABILITY, OR CONTENT IN OR LINKED TO THE SOFTWARE. LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT

THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPUTER CODE. LICENSEE ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF LICENSEE'S PRIVACY AND PROPERTY OR DISCLOSURE OF LICENSEE'S CONFIDENTIAL INFORMATION. LICENSOR IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES INCURRED BY LICENSEE DUE TO DATA LOSS.

9. LIMITATION OF LIABILITY.

a. IN NO EVENT WILL LICENSOR, ITS PARENT OR ITS AFFILIATES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE OR INCORRECT USE OF THE SOFTWARE OR THE DOCUMENTS GENERATED BY THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES OR BUSINESS, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY ENTER, TRANSFER, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE SOFTWARE, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS MADE AGAINST LICENSOR MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.

b. IN NO EVENT WILL LICENSOR'S, ITS PARENT'S AND ITS AFFILIATES', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF OR INABILITY TO USE THE SOFTWARE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.

10. Export Control Laws. Licensee shall comply with all laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce. Among other terms, such laws prohibit, or require a license for, the export of computer software to specified countries, entities and persons. Licensee will indemnify, defend and hold harmless Licensor from and against the consequences of any violation of such laws.

11. U.S. Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefore, Licensee shall receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7202-1 through 48 C.F.R. § 227.7202-4, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212,

with respect to all other US Government licensees and their contractors.

12. Force Majeure. Licensor shall not be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property or any other circumstances or causes beyond Licensor's reasonable control.

13. Governing Law. This Agreement shall be governed by the laws of the state of Minnesota without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the Software shall be instituted in the federal court located in the state of Minnesota or the state court located in Nicollet County, Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, understandings, and agreements, oral or written, with respect to such subject matter.

15. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 15 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent.

16. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Notices. Any notice sent pursuant to this Agreement to Licensor shall be sent by certified mail, return receipt requested, or by overnight mail to ComplyRight Distribution Services, Inc., Attn: President, 3451 Jupiter Court, Oxnard, CA 93030. A copy of any notice to Licensor shall be also sent to

ComplyRight Distribution Services, Inc., Attn: General Counsel, 1725 Roe Crest Drive, North Mankato, Minnesota 56003. Notices shall be effective upon receipt.

18. **No Waiver.** No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Licensor. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

19. **Severability.** The invalidity of any term or provision of this Agreement will not affect the validity of any other provision of this Agreement.

20. **Miscellaneous.** The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

LAST UPDATED: July 2022