

## Lacerte Software License Agreement

THANK YOU FOR SELECTING LACERTE SOFTWARE. PLEASE REVIEW THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE LICENSED PROGRAMS (DEFINED BELOW). IF LICENSEE (DESCRIBED BELOW) PURCHASED A BRANCH OFFICE LICENSE OR SHARED OFFICE USE LICENSE, THIS AGREEMENT ALSO GOVERNS SUCH USE. LICENSEE'S INSTALLATION, OPERATION AND USE OF THE LICENSED PROGRAMS INDICATE LICENSEE'S ACCEPTANCE OF THIS LICENSE AGREEMENT BETWEEN LICENSEE AND LACERTE SOFTWARE CORPORATION. IF LICENSEE CLICKS THE DO NOT ACCEPT BUTTON, THE LICENSED PROGRAM(S) WILL NOT BE INSTALLED. IF LICENSEE DOES NOT ACCEPT THIS LICENSE AGREEMENT, CONTACT LACERTE CUSTOMER SERVICE AT 800 933-9999 WITHIN FIVE (5) DAYS OF THE DATE LICENSEE ACQUIRED THE LICENSED PROGRAMS TO REQUEST A RETURNED MATERIALS AUTHORIZATION.

### 1. DEFINITIONS.

- (i) "Branch Office" shall mean the Branch Office customer information location provided by the Host User to Lacerte as evidenced in Lacerte's records, and whose ownership is identical to the Host Office. A separate Agreement must be signed for each Branch Office.
- (ii) "Host Office" shall mean the address provided by the Host User to Lacerte as evidence in Lacerte's records.
- (iii) "Host User" shall mean the entity identified by the Host to Lacerte as the host office as evidenced in Lacerte's records.
- (iv) "Lacerte" shall mean Lacerte Software Corporation.
- (v) "Licensee" shall mean, collectively, (a) the person or entity that acquires the Licensed Program(s) pursuant to this Agreement; (b) the Host User; (c) the Shared Office user; and/or (d) the Branch Office user.
- (vi) "Licensed Programs" shall mean (a) the software programs with which this License Agreement is included and any other applicable programs offered by, that subsequently may be licensed from Lacerte and its affiliates and suppliers to Licensee, except as excluded pursuant to Section 11.2 hereof; (b) any of the software programs provided by Lacerte and used by Licensee on a pay-per-return basis utilizing Remote Entry Processing and/or Electronic Filing as provided in Section 12 hereof; (c) related materials such as reference manuals and operating instructions provided for use in connection with the software programs; (d) any Updates (defined below) or program portion relating to the same tax year or Service Year (defined below) as the case may be; (e) any third party software programs and (f) related product support. The Licensed Programs include programs designed primarily for the preparation of tax returns for submittal to federal or state governmental entities (collectively, "Tax Programs"); programs designed primarily for projecting future tax liability (collectively, "Tax Planner" programs); programs primarily designed for tax guidance (collectively, "Research Library" and/or "Tax Analyzer" programs); programs primarily designed for electronic tax forms and related schedules (collectively "Forms Library" programs); programs designed for collecting data and communicating with your customers (collectively "E-Organizer" programs); programs designed for importing tax information from other sources (collectively "Trial Balance Utility" programs); programs designed for electronic document storage (collectively, "Document Management System" programs) and programs designed for automatic organization of customer tax source documents (collectively "Document e-Sort" programs).
- (vii) "Remote Entry Processing" shall mean the use of any Licensed Program on a pay-per-return basis as provided in Section 12 hereof.
- (viii) "Shared Office User" shall mean the entity identified by the Shared Office User customer as evidenced in Lacerte's records and who occupies the exact same office space as the Host User. A separate Agreement must be signed for each Shared Office User.
- (ix) "Update" shall mean a minor revision to the Licensed Programs that provides slight functional improvements, help content, bug fixes or maintenance releases.

2. **LICENSE AND RESTRICTIONS ON USE.** Lacerte hereby grants Licensee and its employees a limited, personal, nonexclusive, nontransferable right and license to use, and to copy for back-up purposes only, each Licensed Program at the single location (except as provided in Section 2.1 hereof) designated in Lacerte's records. A Licensed Program may only be ordered for a Branch Office or a Shared Office User if such Licensed Program has been ordered for use at the host office location and only for up to four (4) Branch Office locations or four (4) Shared Office Users. All proprietary rights in the Licensed Programs and legal title thereto shall remain in Lacerte, or its licensors. Licensee shall not use any of Lacerte's programs except those covered by this Agreement. Licensed Programs may not be used in a local area network without licensing the network version of the Licensed Programs. Licensed Programs may be used in certain wide area network ("WAN") environments provided that certain conditions are met including, without limitation, Licensee's proper licensing of each location accessing the Licensed Programs via the WAN (i.e., as a Branch or Shared Office location) and Licensee's payment of the license fees in connection with this use of the Licensed Programs, including licensing of the network version of the Licensed Programs. A WAN addendum to this Agreement is also required (available at no additional cost) to operate the Licensed Programs in a WAN environment. Contact Lacerte Sales at 800-765-7777 to license the Licensed Programs in a WAN environment.

2.1 The Licensed Programs may be loaded and used on the personal computers at the home residences of the Licensee and its employees, provided that (i) Licensee and its employees use the Licensed Programs for the sole benefit of Licensee, and further provided that all Tax Programs shall be used only for the purpose of preparing returns that will be signed by Licensee as the paid preparer (except to the extent the Licensed Programs contain functionality permitting the preparation of "self-prepared" returns); and (ii) neither Licensee nor any of its employees meets clients at Licensee's or its employees' homes, or otherwise use their

homes in a manner customary for a commercial business office. If Licensee or any of its employees meet clients at their home or otherwise conduct business from their homes, or if any such person uses the Licensed Programs for the preparation of tax returns other than for signature by Licensee as the paid preparer, such person must obtain a separate license from Lacerte. Licensee and its employees may load and use the Licensed Programs on laptop computers outside of the licensed location, provided the use on laptop computers at any single non-licensed location does not exceed a total of fifteen days in any calendar year, and further provided that any Tax Programs shall be used solely for preparing tax returns that will be signed by Licensee as the paid preparer (except to the extent the Licensed Programs contain functionality permitting the preparation of "self-prepared" returns).

2.2 Licensee shall not place, install, or use any portion of the Licensed Programs on a wide area network (except as expressly authorized by Lacerte in writing in accordance with Section 2 hereof) or on any network or on any electronic media including, but not limited to, World Wide Web sites, GOPHER sites, any other server that is Internet-enabled, electronic bulletin boards or forums, timesharing services, or on any operating system other than a Windows® or Vista operating system. You agree not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Licensed Programs, except as otherwise expressly permitted by applicable law; or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Lacerte or its licensors on or within the Licensed Programs or any copies of the Licensed Programs.

2.3 The Licensed Programs relate to a single tax year or Service Year as the case may be. Programs relating to subsequent tax years or Service Year shall require a separate license agreement and payment of the then current license fee. Lacerte shall have the right at any time, at its sole and absolute discretion, to modify or delete features and to change the operating interface in any or all of the Licensed Programs, or to change the hardware and computer system specifications necessary to operate the Licensed Programs.

**3. TECHNICAL SUPPORT.** Lacerte provides technical support for the following Licensed Programs: (i) Tax Programs; (ii) Document Management System; (iii) Tax Analyzer; (iv) Tax Planner; (v) E-Organizer; (vi) Trial Balance; (vii) Forms Library; (viii) Research Library and (ix) Document e-Sort (collectively the "Supported Programs"). Subject to Licensee's timely payment of annual support fees, Lacerte will provide the following maintenance and technical support for the Supported Programs: (a) Updates support; and (b) technical support via telephone, email and chat.

3.1 Technical Support via Telephone/Email/Chat Support. Provided the applicable annual support fees have been paid, Lacerte will provide toll free telephone, email, and chat consultation and advice to Licensee regarding the technical support of the Supported Programs. Technical support will be provided only for use of the Supported Programs on the hardware and operating systems specified in the documentation for the Supported Programs. Lacerte reserves the right to change the terms, conditions, features and pricing of its technical support plan from time to time.

3.2 Updates. Provided the applicable annual support fees have been paid, Lacerte agrees to deliver to Licensee Updates when Lacerte makes such updates generally available to its other licensees. Updates shall be offered at Lacerte's sole discretion and in any alternative media including compact disc (CD), in-product Internet update, or Internet download. Lacerte shall have the right, at its sole discretion, to withhold the shipment of Updates if Licensee is delinquent in the payment of any charges owed to Lacerte including, without limitation, charges for Remote Entry Processing or Electronic Filing fees. Updates do not include new derivations of the Supported Programs that Lacerte designates as new software products for which Licensee will be charged a separate license fee or, at Lacerte's election, major releases that include significant feature enhancements for which Lacerte Licensee will be charged an incremental upgrade fee.

3.3 Current Release. Licensees who remain current in the annual support fees will receive technical support for the current version of the Supported Programs and for a period of two years from the date the Supported Programs are first released to the general client base of Lacerte.

3.4 Annual Support Fees. Technical support relates to a single year commencing on July 1 and terminating twelve (12) full calendar months thereafter or June 30 (each a "Service Year"). Technical support relating to subsequent Service Years shall require payment of the then current applicable annual support fees. Lacerte shall have the right, at its sole discretion, to withhold providing technical support if Licensee is delinquent in the payment of any applicable annual support fees. Prior to the end of the current Service Year, Lacerte shall send an invoice to Licensee. Timely payment of such invoice shall renew the Service Year as of its anniversary date. Licensee's failure to timely pay such invoice shall terminate Lacerte's obligation to provide technical support for any applicable prior or subsequent Service Year.

3.5 Reinstatement. To reinstate technical support that previously expired or terminated, Licensee must first pay all amounts for any new Supported Programs for the applicable Service Year.

3.6 Online Communities. The Licensed Programs may include a feature that allows you to exchange useful and helpful information with other users of the Licensed Programs ("Live Community"). Internet access is required to use Live Community. Please respect and interact with other users as you would in any public arena when using the Live Community feature. Exercise your judgment in evaluating and acting on (or ignoring) other users' Live Community sessions. Remember, due to the anonymous nature of the Internet, other Live Community users may not be who they say they are, know what they say they know or be affiliated with whom they say they are affiliated.

(i) Content. You agree that Lacerte and its corporate affiliates do not endorse and are not responsible for the accuracy of the content in Live Community, and will not be liable for any damages incurred as a result of the submission or use of any such content. Live Community users may post hypertext links to content hosted and maintained by third parties. Lacerte and its corporate affiliates have no obligation to monitor these linked sites, and is not responsible for them. Your access to any linked sites is at your own risk, so use good judgment before you click on any link or access any linked site. Do not reveal information that you do not want to make public, such as by posting your contact information or email address while using Live Community. Lacerte and

its affiliates reserve the right to monitor the Live Community content and designate its employees to act as monitors. Additionally, Lacerte and its affiliates reserve the right to edit, remove or refuse to remove Live Community content in its sole discretion.

(ii) Conduct. You agree not to upload, post or otherwise transmit any content (including but not limited to text, links, communications, software, images, sounds, data or other information) that contains:

Inappropriate content such as: profanity, objectionable material of any kind, links to websites that contains information about illegal activity, information or software that contains a virus, Trojan horse, or other harmful or disruptive component.

Spam such as: commercial solicitations, chain letters, securities offerings, repetitive, pointless or irrelevant postings.

Attacks such as: "flaming" other participants in a manner that might incite or perpetuate a conflict or argument, creating usernames to attack other participants' identities, impersonating other individuals or falsely representing your identity or qualifications, postings that breach any users' privacy.

4. **COPYRIGHT. LICENSEE REPRESENTS TO LACERTE THAT THE FIRM NAME AND ADDRESS THAT LICENSEE PROVIDED TO LACERTE AS EVIDENCED IN LACERTE'S RECORDS IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY LICENSEE IN THE NORMAL COURSE OF BUSINESS AND IF THE FIRM NAME AND ADDRESS IS A SHARED OFFICE OR BRANCH OFFICE, THAT LICENSEE QUALIFIES FOR THE SHARED OFFICE OR BRANCH OFFICE DISCOUNT.** If this is a new License Agreement for the current tax year or Service Year as the case may be, or if the primary business address for the Host User and Shared Office User is different from the address used on Licensee's 2007 tax year Agreement, Licensee must remit adequate documentation evidencing the qualifying status of the Host User and each Shared Office User, e.g. copies of the Host User's and Shared Office User's CPA state licenses; Enrolled Agent cards or any other state licensing authorization that indicates the business address of the Host User and Shared Office User. If the firm name of the Branch Office does not match exactly with the firm name of the host office and this is a new Agreement for the current tax year or Service Year as the case may be, or the firm name of the Host User or Branch Office is different from the firm name used on the 2007 tax year Agreement, Licensee must remit adequate documentation evidencing the qualifying status of the host office and each Branch Office location, e.g. articles of incorporation, bonafide partnership agreement, or purchase agreement. (Lacerte may also require adequate documentation if the name of the host office and Branch Office is the same, but Lacerte deems such name to be of a generic nature.) Licensee acknowledges that this firm name and address will appear in the "Paid Preparer" designation on tax returns processed using the Tax Programs. **ANY ALTERATION, DELETION, MODIFICATION, OR CHANGE OF ANY KIND TO THE INFORMATION WHICH APPEARS IN THE "PAID PREPARER" DESIGNATION IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF LACERTE'S REGISTERED COPYRIGHTS** (except to the extent the Licensed Programs contain functionality permitting the preparation of "self-prepared" returns). Licensee shall not provide or otherwise make available any Licensed Programs in any form to any person other than Licensee and its employees. Unauthorized use of the Licensed Programs can result in civil damages and criminal penalties.

4.1 The Licensed Programs are licensed not sold, and Lacerte reserves all rights not expressly granted to Licensee in this Agreement. The Licensed Programs are protected by copyright, trade secret and other intellectual property laws. Lacerte, its corporate affiliates and its licensors own the title, copyright, and other worldwide intellectual property rights in the Licensed Programs and all copies of the Licensed Programs. This Agreement does not grant you any rights to trademarks or service marks of Lacerte or its corporate affiliates.

## 5. WARRANTIES.

5.1 Limited Warranty. For a period of ninety days after the Licensed Programs ship date, Lacerte warrants that the media on which the Licensed Programs is distributed will be free from defects in materials and workmanship under normal operating conditions. If the media is defective, Lacerte will replace the defective media at no charge. Replacement Licensed Programs will be mailed to you.

5.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1 ABOVE, THE LICENSED PROGRAMS AND ANY SERVICES AND ANY CONTENT ACCESSIBLE THROUGH THE LICENSED PROGRAMS ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LACERTE, ITS AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES WHETHER EXPRESS OR IMPLIED OR STATUTORY REGARDING THE LICENSED PROGRAMS, PHYSICAL MEDIA AND RELATED MATERIALS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NONINFRINGEMENT. LACERTE, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE LICENSED PROGRAMS ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR THAT THE LICENSED PROGRAMS WILL MEET YOUR REQUIREMENTS, OR OTHER PROGRAM LIMITATIONS. FURTHER, LACERTE, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE LICENSED PROGRAMS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAMS IS WITH LICENSEE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE LICENSED PROGRAMS, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

All warranties or guarantees given or made by Lacerte with respect to the Licensed Programs (1) are for the benefit of the original Licensee of the Licensed Programs only and are not transferable, and (2) shall be null and void if a Licensee breaches any terms or conditions of this Agreement.

- 6. LIMITATION OF LIABILITY.** THE ENTIRE CUMULATIVE LIABILITY OF LACERTE AND ITS AFFILIATES, SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE LICENSED PROGRAMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LACERTE, ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, TELECOMMUNICATION FAILURES, CORRUPTION OR THEFT OF DATA, DAMAGES RELATING TO ERRORS IN PERFORMING ANY SERVICES OR DATA ENTRY, CALCULATION ERRORS, LOSS OF INVESTMENT, USE OF THE LICENSED PROGRAMS WITH HARDWARE OR OTHER SOFTWARE THAT DO NOT MEET LACERTE'S SYSTEMS REQUIREMENTS, TAX POSITIONS TAKEN BY LICENSEE AND THE LIKE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE EVEN IF LACERTE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.

6.1 IN NO EVENT MAY YOU BRING ANY CLAIM OR CAUSE OF ACTION AGAINST LACERTE OR ITS AFFILIATES MORE THAN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF LACERTE, ITS AFFILIATES AND SUPPLIERS AND LICENSEE. IN NO EVENT DOES LACERTE, ITS AFFILIATES AND SUPPLIERS ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN LICENSEE ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE LICENSED PROGRAMS, AND LICENSEE AGREES TO INDEMNIFY LACERTE, ITS AFFILIATES AND SUPPLIERS AGAINST ANY CLAIMS BROUGHT BY SUCH PARTIES.

6.2 LICENSEE AGREES TO TAKE FULL RESPONSIBILITY FOR ANY AND ALL LIABILITY ARISING FROM THE PREPARATION OF TAX RETURNS PROCESSED USING THE LICENSED PROGRAMS PROVIDED UNDER THIS AGREEMENT AND FOR LICENSEE'S FAILURE TO UPDATE THE LICENSED PROGRAMS, AND LICENSEE AGREES TO INDEMNIFY LACERTE, ITS AFFILIATES AND SUPPLIERS AND HOLD THEM HARMLESS AGAINST ANY AND ALL LIABILITY TO THE UNITED STATES GOVERNMENT OR OTHER PARTIES ARISING OUT OF THE USE OF THE LICENSED PROGRAMS, INCLUDING DAMAGES, RECOVERIES, DEFICIENCIES, INTEREST, PENALTIES AND REASONABLE ATTORNEY'S FEES.

6.3 THE LICENSED PROGRAMS AND ANY RELATED SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT LACERTE, ITS AFFILIATES AND SUPPLIERS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. LACERTE, ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE LICENSED PROGRAMS WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE LICENSED PROGRAMS, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

6.4 Lacerte is not an insurer with regard to performance of the Licensed Programs. The terms of this Agreement, including but not limited to, the license fee, the limited warranties and the limitation of liability and remedy are a reflection of the risks assumed by the parties in order to obtain the Licensed Programs at the specified license fee. Licensee agrees to assume the risk for: (i) all liabilities disclaimed by Lacerte, its affiliates and suppliers contained herein; and (ii) all alleged damages in excess of the amount of the limited remedy provided hereunder. The essential purpose of the limited remedy provided Licensee hereunder is to allocate the risks as provided above.

**7. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY ("CONSENT").**

7.1 Consent to Electronic Communications. Lacerte may be required by law to send "*Communications*" (as defined below) to you that may pertain to the Licensed Programs, the use of information you may submit to Lacerte, and the Third Party Services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that Lacerte, its affiliates, on behalf of themselves, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as <http://accountant.intuit.com> and/or <http://www.lacertesoftware.com>. You consent to receive these Communications electronically.

The term "*Communications*" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Licensed Programs and the Third Party Services.

7.2 Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business

electronically, and our agreement to do so, applies to this Agreement, the Licensed Programs and any applicable Third Party Services.

7.3 Communication Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, an Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept the terms of the license agreements" button and accepting this Agreement, you are confirming to us that you have each of these and the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.

7.4 Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team Lacerte Inc, 2800 East Commerce Center Place Tucson, AZ 85706. Clearly state your desire to withdraw consent of electronic communication. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Licensed Programs and Third Party Services.

7.5 Changes to Your Email Address. In order to provide you with the Communications, you agree to notify us promptly of any change in your email address. You can do so by logging on to <https://privacy.intuit.com/cpi/do/comments> and following the instructions to submit a comment to Lacerte (please include both your old and new email addresses).

8. **PROFESSIONAL RESPONSIBILITY**. Licensee understands and agrees that all decisions regarding the tax treatment of items reflected on tax returns prepared by Licensee using the Licensed Programs are made solely by the Licensee and that use of the Licensed Programs does not relieve Licensee of responsibility, including those to any third party, for the preparation, content, accuracy, and review of such returns. Licensee acknowledges that Licensee does not rely upon Lacerte for advice regarding the appropriate tax treatment of items reflected on returns processed using the Licensed Programs. Licensee agrees to review any computations made by the Licensed Programs and satisfy himself or herself that those computations are correct.

8.1 Licensee accepts full responsibility for: (i) selection of adequate and appropriate Licensed Programs to satisfy Licensee's business needs and achieve Licensee's intended results; (ii) use of the Licensed Programs; (iii) all results obtained from the Licensed Programs, and (iv) selection, use of, and results obtained from any other programs, computer equipment or services used with the Licensed Programs.

8.2 Licensee agrees that Lacerte is not and shall not be responsible for retaining records of Licensee's clients' tax information, tax returns or other client data, and Licensee hereby releases Lacerte from, and agrees to indemnify Lacerte for any liability or damages arising out of, or relating to, the loss of any such data. Lacerte may retain certain client data for its own administrative purposes.

8.3 You accept full responsibility for obtaining any client and other third party consents or authorizations (in compliance with IRC 7216 and any other applicable law, regulation and governmental licenses) in connection with your use of any services offered in connection with or accessible through the Licensed Programs (including the transmission to, or processing, storage or retransmission by, Lacerte of client tax return information), and hereby represent that you have or will obtain such consents or authorizations. You agree that Lacerte and its affiliates are not and shall not be responsible for retaining records of your clients' tax information, tax returns or other client data, and hereby release Lacerte and its affiliates from, and agree to indemnify Lacerte and its affiliates for any liability or damages arising out of, or related to, the loss of any such data. Lacerte and its affiliates may retain certain client data for its own administrative and business purposes or as otherwise required by law. Lacerte is not required or obligated to provide you with copies of this information.

8.4 You are solely responsible and liable for the security of the Licensed Programs and controlling any access or use thereof including, but not limited to, the designation of systems administrators, account passwords and the designation of any bank account information where proceeds from bank products are deposited.

8.5 Confidentiality. Information about your customers that you provide to Lacerte and its affiliates will not be disclosed to third parties without your permission, except in the following instances: (i) to fulfill a request for services you've requested; (ii) to vendors who perform a specific function on behalf of Lacerte and its affiliates and have agreed to keep such information confidential; or (iii) when required by law or to comply with a legal process. Such information is available to Lacerte and its affiliate employees on a need-to-know basis, who are trained on proper data handling.

9. **PRIVACY AND USE OF PERSONAL AND TAX RETURN INFORMATION**. At Lacerte we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and with entrusting your personal information to us. Our full Privacy Statement can be found by visiting <http://www.lacertesoftware.com/privacy/index.aspx>. To contact us with a question, visit <https://privacy.intuit.com/cpi/do/comments>. Or write to us at: Privacy Team, Lacerte Inc., 2800 East Commerce Center Place, Tucson, AZ 85706.

9.1 From time to time in the Licensed Programs, you may be presented with information about Services or other opportunities that may interest you. You agree that each affirmative indication of further interest by you (including, but not limited to, entering your name, clicking on a "continue," "yes," "show me more," or other such button in the Licensed Programs), supplemented by the provisions of this Agreement and as otherwise required by law, shall constitute your separate written consent for Lacerte to use and display your tax return information in the Licensed Programs to help you better understand that Service or opportunity. Each such consent shall be limited to its stated purpose.

9.2 You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer.

**10. TERMINATION.** Your rights under this Agreement may be terminated by Lacerte immediately and without notice if you fail to comply with any term or condition of this Agreement and Lacerte is entitled to enforce its rights hereunder by an action for damages or by specific performance, injunctive or other equitable relief. All licenses granted pursuant to this Agreement will immediately terminate and Licensee shall immediately uninstall the Licensed Programs from your computer(s) and/or LAN, return the Licensed Programs to Lacerte and destroy all backup copies. Any termination of this Agreement shall not affect Lacerte's rights hereunder.

10.1 Lacerte shall have the right to change or add to the terms of its Agreement at any time (provided that it is not Lacerte's intent that such change substantially affect the license rights granted to you in Section 2 and for which consideration was paid by you), and to change, delete, discontinue, or impose conditions on any feature or aspect of the Licensed Programs and services (including internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Lacerte determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Licensed Programs or on any Lacerte or Lacerte Inc. ("Lacerte") sponsored web site, including [www.lacertesoftware.com/terms](http://www.lacertesoftware.com/terms).

**11. MISCELLANEOUS.** Except as expressly set forth in this Agreement, this Agreement and any additional licensing terms that may be contained in any release letter delivered with the Licensed Programs constitute the entire and exclusive agreement, and contain all understandings and representations, express or implied, between Licensee and Lacerte with respect to the Licensed Programs and the services to be furnished hereunder. This Agreement supersedes all prior communications between the parties (including all oral and written proposals). Oral statements made by Lacerte's sales representatives about the Licensed Programs do not constitute warranties, shall not be relied on by Licensee, and are not part of this License Agreement.

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