

## CCH LICENSE AGREEMENT FOR FTWILLIAM.COM SITE AND PRODUCTS

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE FTWILLIAM.COM SITE OR PRODUCTS. BY ACCESSING OR USING THE FTWILLIAM.COM SITE OR PRODUCTS, CUSTOMER IS ACCEPTING AND AGREEING TO BE BOUND BY THIS LICENSE AGREEMENT TO BE APPLICABLE TO ANY CURRENT OR FUTURE ACCESS AND USE OF THE FTWILLIAM.COM SITE AND PRODUCTS. USE OF THE SITE AND PRODUCTS IS RESTRICTED BY THIS LICENSE AGREEMENT. **IF YOU ARE INITIALLY REGISTERING FOR TRIAL OR EVALUATION USE AND YOU DO NOT WISH TO BE BOUND BY THIS LICENSE AGREEMENT, YOU MUST "DECLINE" IN WHICH CASE ANY PENDING ORDER WILL BE CANCELLED. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CCH CUSTOMER SERVICE AT 800-596-0714 OR [SUPPORT@FTWILLIAM.COM](mailto:SUPPORT@FTWILLIAM.COM). REFUND OF PREPAID FEES IS SUBJECT TO CCH'S STANDARD RETURN AND CANCELLATION POLICY.**

The following terms and conditions govern access and use of ftwilliam.com's online site through which CCH INCORPORATED through its ftwilliam.com business unit ("[ftwilliam.com](http://ftwilliam.com)") provides its online products and all related documentation, user instructions and content (the "Site") and all Products (as defined below) made available through the Site. You are only permitted access to this Site and the Products if you are, and only for so long as you are, an Authorized User (defined below) pursuant to an agreement or order ("Purchase Agreement") between ftwilliam.com or one of its affiliates or authorized distributors and a subscribing or purchasing entity, organization or individual (the "Customer"). If you are not an Authorized User, you must immediately cease all use of this Site and the Products. This License Agreement (together with each Purchase Agreement, the "Agreement") constitutes a legal agreement between you and ftwilliam.com concerning your use of the Site and the Products.

### 1. License and Restrictions.

**1.1 Grant of Rights.** Subject to the terms and conditions of this Agreement, ftwilliam.com grants Customer a non-exclusive, non-transferable, revocable, limited license (the "License") to permit Authorized Users (as defined below) to access and use the online products, related documentation, user instructions, and content described from time-to-time at [www.ftwilliam.com/product.html](http://www.ftwilliam.com/product.html) that are made available through the Site and that Customer has selected pursuant to a Purchase Agreement and fully paid for (the "Products"). Customer is responsible for all use of the Site and Products by its Authorized Users. Customer may use the Products only for the purpose of processing plans or other documents and related supporting forms for the Customer or the Customer's end-user-employer clients (the "Clients").

**1.2 Term of Grant.** This Agreement shall be effective at all times that Customer has access to this Site. The term of each License is governed by the Purchase Agreement for each particular Product. If the term of a particular Product has expired then Customer shall discontinue its use of the Product and if the terms for all Products for which Customer has subscribed to pursuant to all Purchase Agreements have expired then Customer shall discontinue its use of the Site. Use of some Products is limited to a specified number of filings or forms as specified in the applicable Purchase Agreement. Customer may renew a License by paying the then-current fees specified from time to time at [www.ftwilliam.com/pricing.html](http://www.ftwilliam.com/pricing.html) or if not so specified as communicated by ftwilliam.com, subject to ftwilliam.com's then-current license agreement and terms and conditions. ftwilliam.com is under no obligation to continue offering any particular Product in the future and Customer may only renew a License for Products then listed at [www.ftwilliam.com/product.html](http://www.ftwilliam.com/product.html). Ftwilliam.com may, in its discretion and for any reason, decide not to renew Customer's License.

**1.3 Trial Use.** If you are using the Site and Products on a trial or evaluation basis, then the License granted hereunder is further limited to using the Site and Products for evaluation purposes only. No documents or forms produced during a trial or evaluation period may be used to establish or maintain a plan or to produce or submit any required governmental report or filing. With respect to any trial or evaluation License, the term of the License is terminable at any time by Customer or ftwilliam.com. All other terms of this Agreement shall apply to use of the Site and the Products, provided however that the limited warranty provided in Section 6.1 shall not apply to any trial or evaluation use.

**1.4 Limited to Professionals.** Access to the Site and use of the Products is limited to Authorized Users. An “**Authorized User**” is an employee, consultant or agent of Customer or, if Customer is an individual, the individual identified to ftwilliam.com as the Customer, who is issued a username and password for ftwilliam.com to use the Products and who is a professional, or directly supervised by such a professional, experienced in rendering advice on matters pertaining to employer sponsored employee benefits and qualified to use the Products and any materials produced using the Products in a manner that complies with applicable law and is suitable for Customer’s intended use. An Authorized User does not acquire individual rights in any Products. Authorized Users includes employees of Clients where the intended functionality of the Product enables Customer to provide access to portions of the Product through a portal to its Clients provided that such use is limited to such portal.

**1.5 Verification.** ftwilliam.com reserves the right to verify Customer’s compliance with this Agreement. In the event ftwilliam.com, in its sole and absolute discretion, determines that Customer or its Authorized Users do not have the requisite experience to use the Products in compliance with the terms and conditions of this Agreement, ftwilliam.com may suspend or terminate the Authorized User’s access to the applicable Product and/or may terminate Customer’s subscription in accordance with Section 9 and provide Customer a prorated refund of any pre-paid, unused recurring fees. This Section shall not be construed as imposing any obligation or duty on ftwilliam.com to monitor Authorized Users and ftwilliam.com’s failure to suspend or terminate an Authorized User’s use of a Product shall not be construed as an agreement or endorsement of the Authorized User’s experience.

**1.6. Title to the Site and Products.** ftwilliam.com, and/or its affiliates and licensors, retains all right, title, and interest (including all copyrights, trademarks, trade secrets and other intellectual property rights) in and to the Site, the Products, and any text, document or plan created using the Products, and all modifications thereto, and derivative works thereof, made by or for any person. Customer obtains no rights in the Site or Products other than the limited license expressly granted in this Agreement. The Products contain valuable trade secrets and proprietary information belonging to ftwilliam.com.

## **2. Customer Responsibilities.**

**2.1 Compliance with Law and Instructions.** Customer is solely responsible for determining whether the Products and materials provided with the Products are suitable for their intended use and comply with applicable law. Customer acknowledges that the results and output from the Products may not meet the requirements of the Employment Retirement Income Security Act of 1974, as amended, the Internal Revenue Code or other applicable law and regulation. Customer is solely responsible for the adequacy and accuracy of any information submitted in the Products and Customer acknowledges that use of the Products does not relieve Customer of its responsibility for the preparation, content, accuracy, and review of any documents

created using the Product. Customer represents and warrants on a continuing basis that, in using the Product, it shall comply with all applicable federal, state, and local laws, rules, regulations, and procedures including, but not limited to, Internal Revenue Service ("IRS") rules and regulations, Department of Labor rules and regulations, and other applicable laws, rules, regulations and procedures. Customer will comply with all applicable IRS and United States Department of Labor requirements regarding the preparation and submission of any forms including, but not limited to, the Form 5500 series, the Form 1099 series, and the Form 1094/1095 series. Various combinations of checklist responses may result in documents that do not meet the requirements of ERISA or the Internal Revenue Code. It is the responsibility of Customer and not ftwilliam.com to review and edit all documents to determine that they are in compliance with applicable law and regulation and are suitable for their intended use.

**2.2 Plan Document Sponsorship.** If Customer has subscribed to any of ftwilliam.com's pre-approved plan documents, in using those documents Customer will comply with all applicable laws and regulations including all regulations, rules, revenue procedures and guidelines issued by the IRS applicable to pre-approved document sponsors. Not in limitation of the foregoing, in the case of Customer's use of any IRS pre-approved document bearing the name of CCH Incorporated or ftwilliam.com as plan document sponsor ("FTW Sponsored Document") and in the case of Customer's application for word-for-word sponsorship of any FTW Sponsored Documents ("Customer Sponsored Document"), Customer will (i) at all times maintain a list of Clients for whom Customer is using a FTW Sponsored Documents or Customer Sponsored Document, as applicable; and (ii) in any circumstance where Customer's subscription to the FTW Sponsored Document or Customer Sponsored Document is terminated and Customer has not restated the documents generated using the Product for its Clients to another pre-approved or individually designed plan document, inform each of its Clients for whom Customer used a FTW Sponsored Document or Customer Sponsored Document, as applicable, that any change to those documents made after the date of subscription termination will result in complete loss of reliance on the IRS pre-approval letter. Additionally, in the case of Customer's use of any FTW Sponsored Document, Customer will also (a) at the request of ftwilliam.com, provide the list referred to in subclause (i) of the immediately preceding sentence to ftwilliam.com within fifteen (15) business days of the request; and (b) in any circumstance where Customer's relationship as a document provider with a Client is terminated, inform the Client in writing that Customer will no longer be providing any mandatory or optional amendments needed to keep the FTW Sponsored Document(s) generated for that Client in compliance with all applicable laws and regulations and that any change to those documents made after the date of service termination will result in complete loss of reliance on the IRS pre-approval letter for such FTW Sponsored Document(s).

**2.3 Usage Restrictions.** Except as expressly authorized by this Agreement, Customer will not (and will not allow any third party to): (i) permit use of, or grant access to, the Site or the Product, to any third party (excluding Authorized Users); (ii) decompile, disassemble, or reverse engineer the Products, except to the extent expressly authorized under the law; (iii) use the Products or the Site to develop a competing product or service; (iv) copy the look and feel, functionality or user interface of any portion of the Product; (v) sublicense, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Site or any Product for the benefit of any third party; and (vi) use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency. Any related programs, utilities, modules or other software or related documentation created, developed, built, modified or enhanced by Customer or on Customer's behalf shall likewise be subject to

these restrictions. Customer agrees to promptly report to ftwilliam.com any material violations of these provisions by Customer's Authorized Users of which Customer is or should be aware.

**2.4 Customer Data.** Customer represents and warrants that it has obtained all rights, consents, and permissions necessary to input any data or other content that Customer inputs into the Products ("**Customer Data**") and to permit ftwilliam.com to process such Customer Data. Ftwilliam.com may, but shall have no obligation to, retain information and data submitted by Customer in accordance with its internal business practices. Customer remains responsible for retaining backup copies of all information and data submitted to ftwilliam.com and all documents and forms completed through use of the Product. Customer acknowledges and understands that ftwilliam.com is not required to perform any data warehousing or file retention services for Customer.

**2.5 Proprietary Notices.** Customer shall not remove or obscure any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Products or Site (including any screen displays, etc.) or any other products or materials provided by ftwilliam.com. Customer may indicate on documents prepared by Customer through the Products that the documents were prepared by the Customer, provided, that Customer may not assert copyright or other IP ownership interest in the documents. To the extent that the Products automatically generate notice that the documents were prepared by Customer, Customer will use that notice.

**2.6 Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to ftwilliam.com with respect to its products and services, including the Products. Feedback is voluntary and ftwilliam.com is not required to hold it in confidence. ftwilliam.com may use Feedback for any purpose without obligation of any kind. Any and all error corrections, bug fixes, patches, updates, modifications based on Feedback, or other changes shall be the sole property of ftwilliam.com and Customer hereby assigns any and all rights in Feedback to ftwilliam.com.

### **3. Support and Maintenance.**

**3.1 Support.** ftwilliam.com may provide email access to ftwilliam.com's support representatives for advice and consultation on use of the Site and Products. The sole Customer support contact shall be the person listed in Customer's ftwilliam.com account information as Customer's administrative user. Customer may purchase additional support from ftwilliam.com at the current rates for such service specified from time to time at [www.ftwilliam.com/pricing.html](http://www.ftwilliam.com/pricing.html).

**3.2 Error Corrections and Updates.** From time to time ftwilliam.com may update the Products with error corrections, bug fixes, patches or other updates to the Products. Customer understands that ftwilliam.com is not obligated to provide any particular update to the Products.

**3.3 No Advice Given.** ftwilliam.com and its employees, officers and agents are not engaged in the practice of law or accounting and do not render any legal, accounting, financial, tax or other professional advice. ftwilliam.com does not provide any advice or opinion as to whether any of the documents offered on the Site provide any particular legal or tax effect. All documents/forms are prepared through use of the Site and Products are deemed prepared at the direction of Customer. ftwilliam.com may offer training, seminars, support, and guidance on the Site or through other forms of media or venue. Customer understands and

agrees that the content provided in connection with any of the foregoing is not legal, tax, or accounting advice.

#### 4. Recordkeeping and Audit.

**4.1 Required Recordkeeping.** Customer may only use the Products to prepare documents for the plans that have been registered on the Site for Clients that Customer registered on the Site. Customer may not use the Products to prepare documents or plans for any employer or plan that is not registered on the Site. Once a plan document is generated by Customer for a Client registered in the Product, Customer will not use that plan document for any other Client unless the other Client is also registered for that plan type in the Product. Customer shall retain an accurate list of all employers (and the plans they have adopted) who have adopted documents prepared using the Products.

**4.2 Verification and Audit.** On ftwilliam.com's written request, Customer shall furnish ftwilliam.com with a signed certification (i) verifying that the Product(s) are being used pursuant to the terms of this Agreement, including any user limitations; and (ii) a listing including the name, address, telephone number, plan names and numbers of Clients for which documents or plans have been prepared using the Product(s). Customer shall permit ftwilliam.com or an independent public accountant selected by ftwilliam.com, at ftwilliam.com's expense, to periodically examine its books, ledgers, computers, logs, and records during regular business hours to the extent necessary to verify Customer's compliance with the terms of this Agreement. In the event that the audit determines that Customer has not fully paid for its use of the Products, Customer shall pay all fees underpaid plus interest at a rate equal to the lesser of 1.5% per month or the highest rate allowed by applicable law, within fifteen (15) days of notification by ftwilliam.com of the underpayment. If such underpayment is more than three percent (3%) of the amount already paid, Customer shall further pay the cost of such audit.

**4.3 Violation.** Upon the Customer's violation of any provision of this Agreement, ftwilliam.com, may, in its sole discretion, notify the IRS that the Customer's Clients are no longer valid sponsors of any documents subject to the terms of this Agreement and/or terminate this Agreement and/or any or all Licenses then outstanding.

#### 5. Confidentiality.

**5.1 Acknowledgement.** Customer hereby acknowledges and agrees that the Site, Products, derivatives and documentation constitute and contain valuable proprietary products and trade secrets of ftwilliam.com, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat (and take precautions to ensure that its employees, officers, consultants and agents treat) the Site, Products, derivatives, and documentation as confidential in accordance with the requirements and conditions set forth herein.

**5.2 Maintenance of Confidential Information.** Each party's information identified as confidential at the time of disclosure or reasonably considered confidential by the nature of the information and the circumstances of the disclosure ("**Confidential Information**") shall remain the sole and exclusive property of that party. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree

of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure of such Confidential Information as can be established: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; (iii) is independently developed by the receiving party without reference to the other party's Confidential Information; or (iv) required to disclose the information by judicial or administrative order or proceeding or otherwise required by law provided, that the disclosing party (if not in violation of such order, proceeding or law) will provide the other party with written notice prior to such disclosure and reasonably cooperate at the other party's expense in an attempt to stop such disclosure or obtain a protective order concerning such disclosure. For the avoidance of doubt, the Products, Site, and all usernames used to access the Site are ftwilliam.com Confidential Information without any requirement of prior identification.

**5.3 Username and Password.** Customer will be issued one or more usernames and passwords to access the Products. Customer will protect all usernames, passwords and other access information and only provide such usernames, passwords, and access information to its Authorized Users, will promptly notify ftwilliam.com of any unauthorized use of such usernames, passwords, and access information or other breach of security of which Customer becomes aware, and will be responsible for any harm resulting from Customer's failure to carry out the foregoing responsibilities. Each individual Authorized User must have a unique username and usernames may not be shared among multiple individual users. Customer is responsible for all use of the Site and Products, and associated fees and charges, associated with any username issued to Customer whether such use is by an Authorized User or another person or entity. Customer will immediately terminate access (or notify ftwilliam.com to terminate access if ftwilliam.com issued the username) of any Authorized User who is no longer an employee of Customer or who fails to otherwise meet the requirements set forth in this Agreement for Authorized Users.

**5.4 Injunctive Relief.** Customer acknowledges that the unauthorized use, transfer or disclosure of the Products, derivatives, documentation or copies thereof will (i) substantially diminish the value to ftwilliam.com of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render ftwilliam.com's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Products, derivative products or documentation, ftwilliam.com shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief without the necessity of posting any bond or security.

**5.5 INTERNET DISCLOSURE RISKS.** THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS AN INHERENTLY UNSECURE MEDIUM, FTWILLIAM.COM AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEB SITES, COMPUTERS, OR NETWORKS. FTWILLIAM.COM SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY FTWILLIAM.COM OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

**5.6 Subpoenas and Other Legal Process.** In the event ftwilliam.com is requested or authorized by Customer or is required by government regulation, summons, subpoena or other legal process to produce its documents, Customer Data, or personnel as witnesses with respect to the Products and other services provided to Customer under this Agreement, Customer will, so long as ftwilliam.com is not the subject of the investigation or proceeding in which the information is sought, reimburse ftwilliam.com at its then current standard professional services rates for its time and materials services, as well as the fees and expenses of its counsel, incurred in responding to such requests.

**5.7 Survival.** Customer's obligations under this Article 5 will survive the expiration of any License granted to Customer and any termination of this Agreement for whatever reason.

## **6. Limited Warranty and Limits on Liability.**

**6.1 Limited Warranty.** ftwilliam.com warrants to Customer that for a period of sixty (60) days from delivery or initial use by Customer, the Products, when properly configured by Customer and used only as permitted by this Agreement, with the proper equipment and in accordance with any applicable instructions, will perform substantially as described in ftwilliam.com's then-current documentation for such Products. Customer's sole and exclusive remedy, and ftwilliam.com's sole and exclusive liability, for a breach of the foregoing warranty in this Section shall be the correction or modification of a Product if necessary, or a credit for the pre-paid portion of the applicable fee for the affected Product, as determined in ftwilliam.com's sole discretion.

**6.2 Limitations.** Notwithstanding the warranty provisions set forth in the immediately previous Section, all of ftwilliam.com's obligations with respect to such warranties shall be contingent on Customer's use of the Products in accordance with this Agreement and in accordance with ftwilliam.com's instructions as provided by ftwilliam.com in the documentation, as such instructions may be amended, supplemented, or modified by ftwilliam.com from time to time. Customer is responsible for acquiring and maintaining all equipment, computers, software and communications services (such as internet access and long distance phone charges) relating to the access and use of the Site, and for all expenses relating thereto (plus applicable taxes). ftwilliam.com shall have no warranty obligations with respect to any failures of the Products which are the result of misuse, improper supervision, accident, computer worm, virus or other malicious code, abuse, misapplication, power surge or electromagnetic field.

**6.3 DISCLAIMER OF WARRANTIES.** FTWILLIAM.COM DOES NOT REPRESENT OR WARRANT THAT THE SITE, SOFTWARE, PRODUCTS, SERVICES AND DOCUMENTATION ARE ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY FTWILLIAM.COM. EXCEPT AS PROVIDED IN SECTION 6.1 (LIMITED WARRANTY), THE SITE, PRODUCTS AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. FTWILLIAM.COM AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. FTWILLIAM.COM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF

PRODUCTS IS AT CUSTOMER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FTWILLIAM.COM OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF FTWILLIAM.COM'S OBLIGATIONS HEREUNDER. FTWILLIAM.COM IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. FTWILLIAM.COM DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS OR OUTPUT THEREFROM COMPLY WITH IRS REGULATIONS, DEPARTMENT OF LABOR REGULATIONS, OR ANY OTHER LAWS OR REGULATIONS. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CUSTOMER ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCTS. CUSTOMER AGREES THAT THE PRODUCTS ARE NOT INTENDED TO REPLACE CUSTOMER'S PROFESSIONAL SKILL AND JUDGMENT AND ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY, CERTIFIED PUBLIC ACCOUNTANT, OR OTHER PROFESSIONAL. CUSTOMER AGREES THAT IT IS USING THE PRODUCTS AT ITS OWN RISK AND THAT ALL OUTPUT AND RESULTS OF USING THE PRODUCTS SHOULD BE REVIEWED BY A PROFESSIONAL KNOWLEDGEABLE IN THE REQUIREMENTS OF APPLICABLE LAW.

**6.4 LIMITATION OF LIABILITY.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH FTWILLIAM.COM IS CHARGING FOR PRODUCTS DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY FTWILLIAM.COM OF THE RISK OF CUSTOMER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH CUSTOMER'S USE OF THE SOFTWARE, PRODUCT, SERVICES AND DOCUMENTATION. ACCORDINGLY, CUSTOMER AGREES THAT FTWILLIAM.COM SHALL NOT BE RESPONSIBLE TO CUSTOMER FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE, PRODUCT, SERVICES OR DOCUMENTATION INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM DEFECTS IN SOFTWARE, PRODUCT AND/OR DOCUMENTATION, OR LOSS OR INACCURACY OF DATA OF ANY KIND. Any provision herein to the contrary notwithstanding, the maximum liability of ftwilliam.com to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Products or documentation delivered to Customer hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to ftwilliam.com by Customer for the Products or documentation whose license, use, or other employment gives rise to the liability during the twelve (12) month period immediately preceding the event giving rise to such liability. The essential purpose of this provision is to limit the potential liability of ftwilliam.com arising out of this Agreement. The parties acknowledge that the limitations set forth in this Article 6 are integral to the amount of consideration levied in connection with the license of the Products and documentation and any services rendered hereunder and under any Purchase Agreements and that, were ftwilliam.com to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

**7. Indemnification.** Customer will indemnify, defend and hold harmless ftwilliam.com, its successors, assigns, affiliates and licensors, and their respective representatives, officers, agents, and employees from and against any claims, demands, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) Customer's performance of services for its clients; (ii) violation of this Agreement by Customer (including without limitation any failure to comply with the terms of Section 2) or anyone using the Site or any Products through Customer; (iii) any content uploaded or posted through use of the Site and any Product by Customer or anyone using the Site or any Products through Customer, and (iv) Customer's failure to comply with applicable law and regulation.



8. **Insurance.** Customer shall carry and maintain paid up policies for products and/or professional liability insurance sufficient to support Customer's indemnification obligations hereunder.

## 9. **Suspension of Use and Termination.**

9.1 **Suspension of Access.** ftwilliam.com may, in its sole discretion, suspend Customer's access to the Site and any Product for any of the following reasons (i) to prevent damages to, or degradation of, the Site or ftwilliam.com's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect ftwilliam.com from potential legal liability; (iv) in the event of Customer's unauthorized use of the Site or Products or breach of the terms of Section 2, or (iv) in the event any invoice for Products remains unpaid for more than thirty (30) or more days from the invoice date. ftwilliam.com shall use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of access to the Site or a Product. Ftwilliam.com will restore access as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on ftwilliam.com to monitor Customer's use of the Site or any Product.

9.2 **Termination.** Each License granted hereunder and this Agreement may be terminated by ftwilliam.com for cause, in its sole discretion: (i) immediately upon notice to Customer if Customer commits an incurable breach of the terms or conditions of this Agreement, (ii) pursuant to Section 1.5 (Verification), (iii) if Customer fails to cure a curable breach of this Agreement within thirty (30) days of being provided with notice of such breach; or (iv) if any Fees remain unpaid for a period of thirty (30) days after they are due.

9.3 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Customer shall cease and desist all use of the Site and Products and shall return or destroy any documentation, user guides, or other material related to the Products in Customer's possession or under its control. All rights and obligations under this Agreement which by their nature should survive, including but not limited to Customer's obligation to indemnify ftwilliam.com and to pay fees accruing prior to termination or expiration, will remain in effect and survive after any termination or expiration of this Agreement.

9.4 **Survival.** The following Sections shall survive the expiration of any License granted to Customer and any termination of this Agreement for whatever reason: Sections 2, 4 (to the extent of fees accrued prior to termination), 5, 6, 7, and this Section 9.4.

10. **Notices.** Notices and communications by ftwilliam.com may be in writing or displayed electronically on the Site. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other; (iii) one day after being sent by ftwilliam.com via email to the Customer's email address listed in Customer's account for the Site, or (iv) on the date first made available if displayed electronically on the Site. Notices to Customer shall be addressed to Customer at the address specified in Customer's account for the Site. Notices to ftwilliam.com shall be addressed to CCH Incorporated, Attn: General Manager, ftwilliam.com, 700 W. Virginia St., Suite 305, Milwaukee, Wisconsin 53204 with a copy to CCH Incorporated, Attn: General Counsel, 2700 Lake Cook Rd, Riverwoods, IL 60015.

11. **Nonassignability.** Customer may not assign any License granted under this Agreement, this Agreement or its rights hereunder without the prior written consent of ftwilliam.com which ftwilliam.com may grant or withhold in its sole discretion. Any purported assignment in violation of this Section shall be void ab initio. This Agreement, including the License grant and limitations, shall be binding upon and inure to the benefit of the Parties' successors, permitted assigns, affiliates, personal representatives, agents, and subsidiaries.

12. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois notwithstanding any conflict of laws provisions. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in Cook County, Illinois. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. Any suit, cause of action, claim or demand which either party has against the other party for breach of any provision of this Agreement, or for failure to meet any obligation or indemnity provided in this Agreement, or otherwise arising under the Agreement, must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

13. **Export Requirements.** The Products, derivatives, documentation and all related technical information or materials are subject to United States export controls. Customer will comply strictly with all legal requirements established under these controls and will not export, reexport, divert, transfer or disclose, directly or indirectly the Products, derivatives, documentation and any related technical information or materials without proper authorization.

14. **Severability.** In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

15. **Amendment.** This Agreement may be changed by ftwilliam.com upon 30 days' notice to Customer. Any change will only apply prospectively. Customer may terminate this Agreement upon written notice to ftwilliam.com if a change is unacceptable, provided that such notice is given to ftwilliam.com within 30 days of the effective date of the change. Customer's use of the Site or Products after the effective date of a change constitutes acceptance of the change but does not affect Customer's right to terminate the Agreement in accordance with the preceding sentence. Any such termination will terminate Customer's use and access to the Site and Products. ftwilliam.com further reserves the right, in its sole discretion, to modify the Products and the manner in which the Products are delivered. Such modifications shall not relieve the Customer of the duty to pay any amounts due hereunder.

16. **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

17. **Force Majeure.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "force majeure event"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Customer will not be excused from the payment of any sums of money owed by Customer to ftwilliam.com. In addition, neither party will have the right to claim damages or to terminate this Agreement as a result of a force majeure event.

18. **Temporary Unavailability.** From time to time, the Site and/or Products may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities. ftwilliam.com will use commercially reasonable efforts to post notice of periodic interruptions of the Site or Products or "maintenance windows" and no reduction of payments will be made in the case of such temporary interruption or "maintenance windows."

19. **No Third Party Beneficiaries.** Except for ftwilliam.com's suppliers and licensors, this Agreement shall not be construed to make any other person or entity, a third party beneficiary hereof.

20. **Entire Agreement.** Customer acknowledges it has read this Agreement and agrees that this Agreement (including each outstanding Purchase Agreement) constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions submitted by Customer, shall be binding on ftwilliam.com and shall be deemed rejected by ftwilliam.com in their entirety.