

License and Maintenance Agreement

This Agreement is the entire statement of the terms and conditions of the License and Maintenance Agreement (the “License”) between WKFS and you for the WKFS Electronic Book (“Electronic Book”), superseding all prior commitments, oral or written, between the parties. Modifications or additions to the License will be effective only if WKFS agrees in writing. “You” means the entity purchasing this License.

The License

WKFS grants to you a nontransferable and nonexclusive License to use the Electronic Book. Limitations on your use are spelled out later in this License. WKFS grants this License to you in return for the payment by you of all applicable Fees. The term of the License is one year, beginning on the date WKFS sends the invoice for first year Fees. You may obtain one-year extensions of the License by paying ongoing Fees as described later in this License.

You may not assign, transfer, or sublicense this License without the prior written consent of WKFS. WKFS may withhold consent for any or no reason. You are the only licensee under this License. Any sublicense, assignment, or transfer in violation of the foregoing is of no effect as to WKFS. As a condition to its consenting to any assignment, transfer, or sublicense, WKFS will make its then-current charge for reissuing a new License.

Permitted Uses of the Electronic Book

You are licensed to use the Electronic Book solely to assist authorized persons in attaining a working knowledge of the laws and regulations discussed in the Electronic Book text. Authorized persons means any employee of any entity whose assets or number of locations using the Electronic Book were included in the calculation of the most recent License and/or annual Fees you have paid. Authorized persons also includes any attorney while acting as legal counsel on behalf of any entity whose assets or number of locations using the Electronic Book were included in the calculation of the most recent Fee you have paid. If you allow persons not authorized by this License to use the Electronic Book, you will be responsible to pay WKFS for any increase in applicable Fees.

You will use the Electronic Book in the ordinary course of your business and only for your internal purposes. In addition, you will not use the Electronic Book to develop computer software. No right to use, print, copy, or display the Electronic Book or accompanying materials is granted hereby except as expressly provided in this Agreement.

License Conditioned on Payment of Fees

WKFS grants this License to you only if you have paid the first year Fees as specified in your Order Form to which you and WKFS agreed separately. The License begins on the date WKFS sends the invoice for first year Fees.

To continue the License after the initial one year term, you must, on an annual basis, pay the next year Fees. The amount of the Fees is based number of locations using the Electronic Book. You agree to cooperate with WKFS in establishing your number of locations at the time WKFS calculates the amount of any annual Fee. WKFS will send you an invoice for the ongoing Fees on or about the anniversary of the beginning of your License.

All Fees are payable when invoiced. These Fees are overdue if they remain unpaid thirty (30) days after they become payable. WKFS may elect to terminate the License if this 30-day period has passed and you have not paid the annual Fee in its entirety. If WKFS agrees to continue the License, you agree to pay—in addition to the annual Fee—interest equal to 1 ½ percent per month from the end of the 30-day period on any portion of the annual Fee not paid within the 30-day period.

If WKFS is required to collect or pay sales, use, property, value-added, or other federal, state, or local taxes based on the Licenses or services granted in this Agreement or on your use of Electronic Book or services, then WKFS will bill such taxes to you, and you will pay them. You are not, however, obligated to pay taxes based on WKFS’ income. You agree to pay a handling and insurance fee and to reimburse WKFS for all shipping expenses, including expenses for updates and enhancements.

Warranties

EXCEPT ONLY FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, THE ELECTRONIC BOOK, THE ELECTRONIC BOOK MATERIALS, AND ANY UPDATES THEREOF ARE BEING LICENSED TO YOU AS IS, AND WKFS MAKES NO WARRANTY—EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE, OR OTHERWISE—AND, IN PARTICULAR AND WITHOUT LIMITATION, MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Modifications of the terms of this section are enforceable only if in writing and signed by the President or any Vice President of WKFS.

Microsoft and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries. Pentium is a registered trademark of Intel Corporation

WKFS warrants that the Electronic Book and any updates furnished herein will be the current (at the time of delivery) operational WKFS version of the Electronic Book. WKFS does not warrant that the Electronic Book will meet your requirements or that operation of the Electronic Book will be uninterrupted or error free or that all software defects will be corrected. In the event that the Electronic Book fails to conform to the Limited Warranty set forth in this paragraph, you will not be entitled to consequential damages, and your sole and exclusive remedy is the correction of the Electronic Book by WKFS or, at WKFS' option, a refund of the Fees by WKFS in exchange for the return of the Electronic Book and Electronic Book Materials and all copies of the Electronic Book and Electronic Book Materials. Claims by you for breach of this Limited Warranty with respect to or any other matters relating to the Electronic Book must be made within one year of the date of delivery of the Electronic Book to you.

Indemnities

Indemnification by WKFS. WKFS will, at its option, either, reimburse you for the cost of defense, or defend a suit brought against you, to the extent such suit is based on a claim that a Electronic Book constitutes an infringement, misappropriation or misuse of any existing United States patent, copyright, trademark or trade name or trade secret or other Intellectual Property Right. WKFS will pay, or at its sole option, reimburse you for damages and costs finally awarded against you by a court as a result of such suit. If, in WKFS' opinion, any Electronic Book is or is likely to become the subject of an infringement, misappropriation or misuse claim or suit, you will, at the request of WKFS, immediately cease use of such Electronic Book and WKFS will have the following options: (i) procure for you, at WKFS' expense, the right to continue using said Electronic Book; (ii) replace or modify said Electronic Book, at WKFS' expense, so that said Electronic Book becomes non-infringing but without substantially and adversely changing its original functionality; or (iii) if neither of (i) or (ii) is commercially reasonable, discontinue providing said Electronic Book, release you from any further obligations with respect to said Electronic Book, and refund the amount paid by you (less a reasonable allowance for your use of said Electronic Book). WKFS will have no liability under any provision of this section with respect to any claim if (x) the infringement, misappropriation or misuse is based upon (A) use of the challenged Electronic Book with any equipment or software not made, provided or contracted for by WKFS (unless such use is authorized in WKFS' documentation or is mutually agreed to by the parties), (B) any modification of such challenged Electronic Book by you (unless such modification is authorized by WKFS) or (C) compliance by WKFS with your unique written specifications or instructions (excluding general product/services functionality requirements of you) or (xi) a demand for indemnification arises, directly or indirectly out of an allegation of infringement, misappropriation or misuse asserted by the parents, subsidiaries or other affiliates of you. The foregoing states the entire liability of WKFS with respect to infringement third party Intellectual Property Rights by the challenged Electronic Book, and any resulting unavailability of the challenged Electronic Book.

Limitation of Liability

EXCLUDING CLAIMS ARISING FROM VIOLATION OF WKFS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL WKFS OR YOU BE LIABLE FOR LOSS OF GOODWILL OR PROFITS, LOSS OF SERVICE OR DATA, OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE ELECTRONIC BOOK, INCLUDING WKFS' SUPPLY OF LICENSED CONTENT, ACCESS RIGHTS, OR SOFTWARE, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT OR IN CONTRACT. YOU MAY NOT ASSERT ANY CLAIM AGAINST WKFS MORE THAN ONE YEAR AFTER SUCH CLAIM ACCRUED. WKFS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT, EXCEPT FOR A CLAIM UNDER THE INDEMNITIES SECTION, WILL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO WKFS FOR THE ELECTRONIC BOOK RESULTING IN SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

Termination of License

This License shall terminate upon the occurrence of any of the following events:

- You elect to terminate this License and provide notice of your election to WKFS at least 30 days prior to the expiration of your current License term.
- You fail to pay any sums payable pursuant to this Agreement or otherwise fail to comply with any terms or conditions of this Agreement.
- WKFS determines to discontinue offering and/or updating the Electronic Book.

Any termination under the foregoing provisions will be without prejudice to any other rights or remedies that the terminating party may have but will not cause return to you of any payments made to WKFS. Upon termination, you will return to WKFS all media including all copies of the Electronic Book or Electronic Book Materials.

Ownership Provisions

Microsoft and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries. Pentium is a registered trademark of Intel Corporation

This section applies to the Electronic Book licensed from WKFS and to any present or future updates or versions of the Electronic Book. WKFS claims a proprietary interest, patent, and copyright on the Electronic Book. The term Electronic Book includes the media on which it is written or recorded and the coding, manuals, diagrams, instructions, logic, and all other embodiments of Electronic Book. You acknowledge this interest and agree not to take or permit any action which would damage this interest.

The Electronic Book, the text of the Electronic Book, and the Electronic Book Materials constitute proprietary property of WKFS and include trade secrets and confidential information of WKFS. You acknowledge that the Electronic Book, any text printed out of the Electronic Book, and Electronic Book Materials are protected by common law and by the law of patent and copyright and agree that you will carefully and continually control their use and disclosure and will take appropriate measures to protect them including but not limited to measures at least equal to those you would take to protect your own trade secrets and confidential information. You agree that you will not copy the Electronic Book Materials except to the extent that such copying is reasonably necessary to permit the uses contemplated in this Agreement, without WKFS' prior written consent nor will you allow access to or use of the Electronic Book or the Electronic Book Materials by any unauthorized person without WKFS' prior written consent. In the event that you make any copies in accordance with the provisions hereof, you will include WKFS' copyright notice in the proper fashion on all copies made.

You agree that you will not nor will you permit others to create or attempt to create by reverse engineering or otherwise the source programs for the Electronic Book or any part thereof from the materials made available to you under this License. You agree that the provisions hereof apply to all updates or later versions of the Electronic Book which may be delivered to you.

You agree that you will not make any modifications to or copies of the Electronic Book, Electronic Book Materials, or text printed out by the Electronic Book without the prior written consent of WKFS. You, at your own expense, are authorized to reproduce

the Electronic Book for installation or as a "backup" (and for no other purpose) of the Electronic Book in the media in which it is delivered. At WKFS' request, you will advise WKFS of all copies made of the Electronic Book and their distribution.

You will maintain records of the number and location of all media containing the Electronic Book and of all copies of the Electronic Book Materials and will take all appropriate actions to carry out your obligations hereunder with respect to the confidentiality of the Electronic Book and Electronic Book Materials. You acknowledge that the Electronic Book and the related materials may contain certain protective measures or devices designed to prevent copying or misappropriation thereof. You will take no actions to affect or impair these protective measures. You agree that the provisions hereof shall apply to all updates or later versions of the Electronic Book which may be delivered to you. Upon delivery of the Electronic Book and the Electronic Book Materials to you, you will bear the risk of loss for any loss or harm that may occur to said items. WKFS will repair or replace any such lost or harmed items for you at WKFS' then-current charge.

No Substitute for Legal Advice or Counsel

Before using Electronic Book, you are advised to have your attorney review it to determine its legal sufficiency for you. You acknowledges that WKFS is not authorized to practice law, nor may any of WKFS' officers, employees or agents provide legal counsel to you. Thus, any questions of a legal nature must be directed to your legal counsel, for whom WKFS has no obligation or liability. The following notice is required by law:

WOLTERS KLUWER FINANCIAL SERVICES' PRODUCTS AND SERVICES ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.

General Assumptions and No Tax Advice

Although based on current law and information generally available, general assumptions may be made by WKFS and implemented in the Electronic Book, which may not take into account potentially important considerations to specific taxpayers. Therefore, the views and information presented may not be appropriate for all of your clients or internal business needs. WKFS does not provide tax advice. You should consult with your own tax advisors and you are solely responsible for any tax, tax penalties, or interest related to your clients tax returns.

Miscellaneous

This Agreement will be governed and construed under the laws of the State of New York. In addition to the other remedies which may be available to WKFS, you agree that WKFS shall be entitled to equitable relief in the event that you violate any of the provisions herein.

This Agreement is binding upon the parties hereto and their heirs, successors, and assigns, but no assignment can be made by you except as provided herein.