

## **TAXWARE SYSTEMS INC.**

### **SOFTWARE LICENSE AND NON-DISCLOSURE AGREEMENT**

This Software License and Non-Disclosure Agreement (“Agreement”) is entered into between Taxware Systems Inc. (“Taxware”) and the individual or entity licensing the Software (“Licensee”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT BECOMES EFFECTIVE UPON INSTALLATION, ACCESS, COPYING, OR USE OF THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

If this Agreement is terminated for any reason, Licensee shall immediately cease use of the Software and destroy or return all copies of the Software in any form.

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#### **1. DEFINITIONS**

##### **a. Software**

“Software” means the Taxware desktop software applications, web-based applications, Software as a Service, and demo/evaluation software with built in limitations, updates, utilities, documentation, user manuals, databases, and related materials licensed by Taxware. Software is limited to the specific programs purchased by Licensee as noted on the invoice.

##### **b. License Fee**

“License Fee” means the fees paid by Licensee for use of the Software and is limited to the specific programs purchased noted on the invoice.

##### **c. Licensee**

“Licensee” means the individual or business entity that licenses the Software from Taxware and is responsible for compliance with this Agreement.

##### **d. Authorized User**

“Authorized User” means an employee or contractor authorized by Licensee to use the Software solely for Licensee’s internal business purposes.

##### **e. Licensed Site**

“Licensed Site” means one physical office location operated by Licensee at a single business address.

## **f. Documentation**

“Documentation” means user guides, manuals, release notes, instructions, and related written materials supplied by Taxware.

## **i. Bank Products**

“Bank Products” means tax refund related settlement products sometimes known as financial products, including but not limited to refund transfers, refund advances, and any other products that involve a settlement of tax preparation or other fees from the proceeds of taxpayers’ refunds and/or advance funds to the taxpayer with the expectation that they will be repaid by the proceeds of the tax refund.

## **j. Taxware Approved Banking Partner**

“Taxware Approved Banking Partner” is A provider of Bank Products which has been approved by Taxware to provide their services to the Licensees of the Software.

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## **2. GRANT OF LICENSE**

The Software is licensed, not sold. Subject to payment of the applicable License Fee and compliance with this Agreement, Taxware grants Licensee a limited, non-exclusive, non-transferable, revocable license to install and use the Software solely for Licensee’s internal business operations.

This license does not grant Licensee any ownership rights in the Software or any right to sublicense, distribute, lease, rent, assign, or otherwise transfer the Software to any third party. Unless clearly authorized by Taxware in writing, reselling, charging additional fees for the software, or signifying the authorization to sell or license the software on the behalf of Taxware is absolutely disallowed.

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## **3. LICENSE CONDITIONS AND RESTRICTIONS**

### **a. Single Site Restriction**

Unless otherwise expressly authorized in writing by Taxware, the Software license is limited to one Licensed Site.

Use of the Software from multiple office locations, branch offices, satellite offices, or separate business locations requires additional licensing from Taxware.

## **b. Authorized Users**

The Software may only be used by Authorized Users working primarily from the Licensed Site.

## **c. Device Usage**

Authorized Users may access the Software on multiple devices owned or controlled by Licensee, provided:

- such devices are associated with the Licensed Site;
- use remains within the licensed user limits purchased by Licensee; and
- the Software is not shared with unauthorized persons or locations.

## **d. Remote Access Restrictions**

Unless specifically authorized in writing by Taxware, Licensee shall not:

- host the Software for remote access outside the Licensed Site;
- provide access through terminal servers or virtual desktop systems;
- permit cloud-hosted access;
- use third-party hosting providers;
- allow access from unlicensed locations.

## **e. Restrictions on Use**

Licensee shall not:

- reverse engineer, decompile, or disassemble the Software;
- modify or create derivative works of the Software;
- remove proprietary notices or labels;
- copy the Software except for reasonable backup purposes;
- use the Software for unlawful purposes;
- provide access to the Software to third parties.

## **f. Compliance Verification**

Upon reasonable request, Licensee agrees to provide Taxware information reasonably necessary to verify compliance with this Agreement, including office location information and licensed user counts.

### **g. Restrictions of Geographic Area for Use**

The Software is not made for use inside Switzerland, United Kingdom, or European Economic Area. By using this Software the Licensee agrees not to collect data from individuals that reside inside the EEA and agrees that any data transferred to Taxware will be processed and stored in the United States and subject to US law.

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## **4. OWNERSHIP AND CONFIDENTIALITY**

The Software and all related intellectual property rights are and shall remain the sole property of Taxware.

The Software contains confidential and proprietary information of Taxware protected by copyright, trade secret, and intellectual property laws.

Licensee agrees:

- to maintain the confidentiality of the Software;
- not to disclose the Software to unauthorized persons;
- to use reasonable safeguards to protect the Software from unauthorized access or copying.

Licensee shall be responsible for all use of the Software occurring through Licensee's systems, employees, contractors, or agents.

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## **5. LICENSEE RESPONSIBILITIES**

Licensee acknowledges and agrees that Licensee is solely responsible for:

- the accuracy of all information entered into the Software;
- reviewing all calculations and reports generated by the Software;
- maintaining appropriate backup procedures;
- securing all usernames, passwords, and systems;
- training Authorized Users;
- maintaining compatible computer systems and operating environments;
- compliance with all applicable laws and regulations.

- Licensee acknowledges and understands that the Software is a tool to aid in the preparation of income tax returns and/or payroll filings. The accuracy of those tax returns and payroll filings is the sole responsibility of the Licensee and or the tax preparer making those filings

Licensee acknowledges that Taxware does not provide accounting, legal, or tax advice.

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## **6. SUPPORT AND SOFTWARE UPDATES**

Subject to payment of applicable fees, Taxware may provide technical support and Software updates for the current supported version of the Software.

Taxware reserves the right to:

- limit support to current versions;
- modify support policies;
- discontinue support for older versions;
- require installation of updates as a condition of continued support or Software operation.

Support services do not include:

- hardware repair;
  - network administration;
  - operating system troubleshooting unrelated to the Software;
  - recovery of lost or corrupted data caused by Licensee systems or misuse.
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## **7. Bank Products**

### **a. Taxware Approved Banking Partners**

To the extent Licensee offers refund transfer services, refund-based financial products, or other bank-related tax settlement products (“Bank Products”) to taxpayers, Licensee agrees to use only banking institutions, processors, or financial service providers approved by Taxware (“Taxware Approved Banking Partner”) in connection with the Software.

Licensee shall comply with:

- all applicable laws and regulations relating to Bank Products;

- the enrollment requirements and operating procedures established by Taxware;
- the agreements, disclosures, and requirements imposed by the applicable Taxware Approved Banking Partner.

Licensee acknowledges that failure to comply with this Section may:

- result in immediate suspension or termination of Licensee's Software license;
- result in suspension of electronic filing privileges;
- subject Licensee to additional fees, penalties, or reporting obligations imposed by governmental agencies, banking institutions, or tax authorities.

Taxware reserves the right to deny, suspend, or revoke access to Bank Product functionality at any time if Taxware reasonably determines that Licensee has violated this Agreement, violated applicable law, engaged in fraudulent or deceptive conduct, or created unacceptable compliance or financial risk.

## **b. Fees and Authorizations**

Licensee understands and agrees that:

- fees may be charged in connection with Bank Products by Taxware, Approved Banking Partners, or third-party service providers;
- such fees may be deducted from taxpayer proceeds where permitted by applicable law and properly authorized by the taxpayer;
- Bank Product fees, availability, and program terms may vary by state, jurisdiction, financial institution, or regulatory requirements and are subject to change without notice.

Licensee shall obtain all required taxpayer consents, acknowledgements, and authorizations necessary for:

- use of Bank Products;
- disclosure of taxpayer information;
- withholding or deduction of applicable fees;
- processing of taxpayer refunds or financial transactions.

Licensee acknowledges that Taxware is not a bank, lender, or financial institution and does not guarantee:

- approval of any Bank Product;
- funding times;
- availability of Bank Products;
- actions or performance of any Taxware Approved Banking Partner.

Taxware shall not be liable for delays, denials, funding failures, compliance actions, or damages arising from Bank Products or the actions of any Approved Banking Partner or third-party financial institution.

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## **8. TERM, RENEWAL, AND TERMINATION**

### **a. License Term**

The Software license granted under this Agreement is a limited-term, non-transferable annual license applicable solely to the **specific tax year for which the License Fee has been paid.**

Unless otherwise expressly stated in writing by Taxware, each license term shall commence upon issuance of the Software license and shall continue only through the applicable tax filing and electronic filing season for that specific tax year (the “License Term”), including any updates and support services that Taxware elects to provide during such period.

The license shall automatically expire at the end of the License Term. The license does not automatically renew, and continued use of the Software for any subsequent tax year requires the purchase of a new license.

### **b. Support and Updates**

During an active paid license term and while Licensee remains in good standing, Taxware may provide, for the licensed tax year version of the Software only:

- technical or customer support services
- program updates
- access to electronically file through Taxware’s A2A e-file server.

Taxware reserves the right to determine:

- the duration and scope of support availability;

- supported versions;
- update schedules;
- electronic filing availability and functionality;
- end-of-support dates.

Taxware also reserves the right to make any change to features or characteristics of the Software or services offered without prior notice to Licensee.

### **c. Expiration of License**

Unless renewed by payment of the applicable renewal fees, the license granted under this Agreement shall automatically expire at the conclusion of the licensed term.

Upon expiration or non-renewal:

- Licensee's right to receive updates, support, and electronic filing services immediately ceases;
- Taxware may disable access to electronic filing functionality, updates, or related services;
- continued use of the Software may be limited or disabled.

### **d. Early Termination**

Taxware may suspend or terminate this Agreement immediately upon notice if Licensee:

- violates any provision of this Agreement;
- exceeds the scope of the license granted;
- permits unauthorized copying or access;
- fails to pay applicable fees;
- engages in fraudulent, deceptive, or unlawful activity.

### **e. Effect of Expiration or Termination**

Upon expiration or termination of this Agreement, Licensee shall:

- cease all unauthorized use of the Software;
- discontinue access to Taxware support and update services;

- comply with all post-termination obligations contained in this Agreement.

Sections relating to confidentiality, ownership, payment obligations, indemnification, limitation of liability, audit rights, and governing law shall survive expiration or termination of this Agreement.

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## **9. FEES AND TAXES**

Licensee agrees to pay all License Fees, renewal fees, maintenance fees, and applicable taxes associated with the Software.

Failure to timely pay applicable fees may result in suspension or termination of the Software license.

Licensee shall be responsible for all sales, use, and similar taxes associated with the use of the Software.

**a. Taxware's Refund Policy can be found here and is subject to change:**

<https://www.taxwaresystems.com/refund-policy/>

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## **10. LIMITED WARRANTY**

### **a. Limited Performance Warranty**

Taxware warrants that, during the active license term, the Software will substantially perform in accordance with the applicable Documentation when:

- properly installed;
- properly configured;
- used on supported hardware and operating systems; and
- used in accordance with this Agreement and the Documentation.

Taxware will exercise commercially reasonable efforts and due care in developing, maintaining, and updating the Software to reflect applicable federal and state tax laws, electronic filing requirements, and related compliance requirements known to Taxware at the time updates are released.

However, Licensee acknowledges and agrees that:

- tax preparation software;
- electronic filing systems;

- Bank Product Processing;
- tax authority requirements;
- government forms and schemas;
- and related tax reporting processes

are highly complex and subject to frequent modification by taxing authorities, financial institutions, government agencies, and third-party service providers.

Accordingly, the Software may contain errors, omissions, interruptions, processing delays, calculation discrepancies, programming defects, or incompatibilities despite commercially reasonable testing, maintenance, and quality control efforts by Taxware.

Taxware does not warrant that:

- the Software will operate uninterrupted or error free;
- all defects or discrepancies will be corrected;
- the Software will meet Licensee's specific business requirements;
- electronic filing transmissions will always be accepted;
- government or third-party systems will remain continuously available;
- or all changes in tax law or regulatory requirements will be immediately reflected in the Software.

#### **b. Notice of Deficiency**

To make a warranty claim, Licensee must provide Taxware with written notice describing the claimed nonconformity or deficiency in reasonable detail within thirty (30) days after Licensee first becomes aware of the issue.

Licensee agrees to cooperate with Taxware in reasonably investigating and diagnosing the reported issue, including providing:

- supporting documentation;
- sample data;
- system information;
- error messages;
- and reasonable access necessary to reproduce the issue.

#### **c. Opportunity to Cure**

Upon receipt of a valid warranty claim, Taxware shall have a reasonable opportunity to investigate and correct the reported issue.

Taxware may, at its sole discretion:

- provide corrective programming;
- issue a software update or workaround;
- replace affected components;
- provide revised instructions or Documentation;
- or otherwise address the reported nonconformity.

Licensee acknowledges that certain issues may result from:

- third-party hardware or software;
- internet connectivity;
- operating system changes;
- government or taxing authority requirements;
- improper system configuration;
- user error;
- or data supplied by Licensee.

Such issues shall not constitute a breach of this limited warranty.

#### **d. Exclusive Remedy**

If Taxware determines that the Software materially fails to perform in substantial accordance with the Documentation and Taxware is unable to correct the issue within a commercially reasonable period of time, Licensee's sole and exclusive remedy shall be, at Taxware's option:

- repair or replacement of the affected Software;
- provision of a reasonable workaround or correction;
- or refund of the License Fees actually paid for the affected Software license.

THE REMEDIES SET FORTH IN THIS SECTION CONSTITUTE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, AND TAXWARE'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS LIMITED WARRANTY.

#### **e. Warranty Exclusions**

This limited warranty does not apply to issues arising from:

- misuse of the Software;
- unauthorized modification of the Software;
- use outside the scope of the license granted;
- unsupported hardware or operating systems;
- failure to install updates;
- third-party software or services;
- viruses, malware, or cybersecurity incidents;
- negligence or improper operation by Licensee or its users.

**f. Disclaimer of Other Warranties**

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

TAXWARE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY OF RESULTS.

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**11. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

TAXWARE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY OF RESULTS.

Taxware does not warrant that:

- the Software will operate uninterrupted;
  - the Software will be error free;
  - all defects will be corrected; or
  - the Software will meet Licensee’s particular requirements.
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## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAXWARE SHALL NOT BE LIABLE FOR ANY:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- LOSS OF PROFITS;
- LOSS OF BUSINESS;
- LOSS OF DATA;
- BUSINESS INTERRUPTION.

Taxware's total cumulative liability arising out of or related to this Agreement shall not exceed the total License Fees paid by Licensee to Taxware during the twelve (12) months preceding the event giving rise to the claim.

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## **13. INDEMNIFICATION**

Licensee agrees to indemnify, defend, and hold harmless Taxware and its officers, employees, affiliates, and agents from and against all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of:

- Licensee's use of Software;
  - violation of this Agreement;
  - violation of applicable law;
  - unauthorized access caused by Licensee;
  - misuse of the Software.
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## **14. DATA SECURITY**

Licensee is solely responsible for:

- safeguarding all taxpayer and client data;
- implementing cybersecurity protections;

- maintaining data backups;
- securing access credentials.

Taxware shall not be responsible for:

- data loss;
- cybersecurity incidents caused by Licensee systems;
- internet outages;
- failures of third-party hardware, software, or services.

**a. Taxware’s Privacy Notice and Terms of Use can be found here and is subject to change:**

<https://www.taxwaresystems.com/privacy-policy/>

<https://www.taxwaresystems.com/terms-of-use/>

**b. California Consumer Privacy Act / California Privacy Rights Act**

To the extent the California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, “CCPA”), applies to Licensee or to personal information processed through the Software, the parties acknowledge and agree that Taxware acts solely as a service provider or contractor, as those terms are defined under applicable California law, with respect to any personal information processed by Taxware on behalf of Licensee through the Software.

Licensee represents and warrants that Licensee has obtained all necessary rights, permissions, notices, and consents required under applicable law for the collection, use, disclosure, processing, and transfer of personal information to Taxware in connection with Licensee’s use of the Software.

Licensee shall be solely responsible for compliance with all applicable privacy and data protection laws relating to Licensee’s collection, use, disclosure, retention, and safeguarding of personal information, including taxpayer or client information entered into or processed through the Software.

Taxware shall not:

- sell personal information provided by Licensee;

- retain, use, or disclose personal information for any purpose other than providing the Software and related support services;
- retain, use, or disclose personal information outside the direct business relationship between Taxware and Licensee, except as permitted by applicable law.

Nothing in this Agreement shall restrict Taxware from collecting, using, or disclosing information that is aggregated, de-identified, anonymized, or otherwise excluded from the scope of applicable privacy laws.

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## **15. INDEPENDENT PARTIES**

Nothing in this Agreement shall create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties.

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## **16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles.

Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Wyoming, and the parties consent to the jurisdiction of such courts.

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## **17. FORCE MAJEURE**

Taxware shall not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, power failures, cyberattacks, internet outages, labor disputes, governmental actions, or failures of third-party service providers.

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## **18. ASSIGNMENT**

Licensee may not assign or transfer this Agreement or the Software without prior written consent from Taxware.

Taxware may assign this Agreement in connection with a merger, acquisition, or sale of substantially all assets.

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**19. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive agreement between the parties concerning the Software and supersedes all prior or contemporaneous oral or written agreements relating to the Software.

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**20. SEVERABILITY**

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

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**21. SURVIVAL**

The provisions relating to ownership, confidentiality, indemnification, limitation of liability, payment obligations, and governing law shall survive termination of this Agreement.

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**22. ELECTRONIC ACCEPTANCE AND COMMUNICATIONS**

Use of the Software constitutes acceptance of this Agreement. Electronic acceptance and signatures shall be enforceable to the fullest extent permitted by law.

Use of the Software constitutes acceptance to receive all communications, agreements, renewals, statements, notices and disclosures electronically. This may include email, website or social media post.

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**CONTACT INFORMATION**

TAXWARE SYSTEMS INC.  
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Upland CA 91786  
909-931-3131  
[www.taxwaresystems.com](http://www.taxwaresystems.com)  
support@taxwaresystems.com

**LICENSEE**

Company Name: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_