TAXWARE

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement is entered into between Taxware, LLC and the Client named below, to be effective as of July 31, 2015 (the "Effective Date").

("Client"): City of West Allis 7525 West Greenfield Avenue West Allis, WI 53214	Taxware, LLC 200 Ballardvale Street, Building 1, 4th Floor Wilmington, MA 01887
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

The parties agree to the following:

MASTER

AGREEMENT_____
_____

1   DEFINITIONS

"**Affiliate**" means an entity controlling, controlled by or under common control with a party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"**Agreement**" means this Master Agreement together with applicable Schedules, Order Forms, Client Information Document, statements of work, Third Party EULAs, client account agreements and other attachments and exhibits attached thereto.

"**Company**" means Taxware, LLC and its subsidiaries, including Convey Compliance Systems, LLC and VAT Resources, BV.

"**License Metrics**" means the limitation on the usage of each of the products and Services as designated and/or defined in the applicable Order Form by a term such as the number of production copies, Transactions, Returns and the like.

"**Order Form**" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the General Terms and Conditions with applicable Schedules, and describes order-specific information, such as description of Products ordered, License Metrics, and fees.

"**Products and Services**" means software and/or services identified in an Order Form, SOW or Schedule that are provided by Company to Client.

"**Schedules**" means the additional terms and conditions attached to the Master Agreement or an Order Form applicable to the Products and Services identified in an Order Form.

"**Subscription Period**" means the period identified on the Order Form for which the annual fees apply to the particular Products and Services.

"**Company Data**" means any and all representations, facts, concepts, instructions, and other similar information and materials, including without limitation sales, use, and/or value added tax information, non-wage income reporting information and compilations of such information, together with any updates thereof, generally released by and supplied by Company to Client for use solely within the Programs.

"**Third Party EULA**" or "**EULA**" means the end user license agreement or terms and conditions, if any, which govern the use of or access to Third Party Software, that are appended to the Agreement or as otherwise published by the third party supplier.

"**Third Party Software**" means software in object code form, including Documentation, and Updates thereto, owned by an entity other than Company which are to be provided to Client by Company on a pass-through, reseller or OEM basis pursuant to the terms of the applicable EULA.

2   PURPOSE AND SCOPE

2.1   Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products and Services by Company to Client. Additional terms for the purchase of a specific Product or Service are set forth in the applicable Schedule and/or Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

2.2   Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Products and Services or otherwise expand the scope of Products and Services granted under an Order Form, upon Company's receipt and acceptance of a new Order Form specifying the foregoing.

2.3   Incorporation of Schedules. Schedules attached to this Master Agreement or any Order Form incorporate by reference the terms of this Master Agreement and provide additional terms and conditions applicable to the particular Products and Services.

2.4   Incorporation of EULAs. Client's use of any Third Party Software provided by Company for use with the Products and Services shall be subject to, and Client shall comply with, the Agreement and any applicable EULAs.

2.5   Order of Precedence. To the extent of any conflicting terms and conditions, the order of precedence shall be as follows: (i) EULA, (ii) Schedule, (iii) Master Agreement, (iv) Order Form and (v) SOW (as defined in Section 3.1), except where the Order Form or SOW expressly states the intent to supersede a specific portion of the Master Agreement.

2.6   Affiliates. Client may authorize use of the Products and Services by an Affiliate, provided (i) such Affiliate is listed and identified in the Order Form ("**Authorized Affiliate**") and (ii) the combined use of the Products and Services hereunder by Client and its Authorized Affiliates shall in no event exceed the License Metrics authorized under the applicable Order Form.   Client hereby guarantees the performance of all terms and obligations of the Agreement by any such Authorized Affiliate and agrees to comply with any injunction arising out of any breach by any Authorized Affiliate of the Agreement. Company may enforce applicable terms and obligations of the Agreement against Client, Authorized

Affiliates, or both.

3 GENERAL TERMS

3.1 Use of Company Products and Services. Client shall use the Products and Services only for the internal business purposes of Client. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products and Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products and Services, in whole or in part; (iii) allow access to, provide, divulge or make available the Products and Services to any user other than Client's employees and individual contractors who have a need to such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Products and Services, except as otherwise permitted in the applicable Schedule; (v) modify, adapt, translate or otherwise make any changes to the Products and Services or any part thereof; (vi) use the Products and Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products and Services; or (viii) otherwise use or copy the same except as expressly permitted herein.

3.2 Third Party Software. Use of or Access to the Third Party Software is subject to all terms and conditions of the applicable Third Party EULA, if any. Client shall use the Third Party Software solely in conjunction with the Products and Services and Client shall have no broader use rights with respect to the Third Party Software than it has to the Products and Services. Company reserves the right, during the Term, to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, changes to software requirements, or Company, in its sole discretion, elects to discontinue distribution and support of any Third Party Software.

3.3 License Metrics. Client understands that its right to use the Products and Services is limited by the number of License Metrics purchased. All fees are based on the License Metrics purchased and the quantity(ies) of License Metrics provided in the Order Form represent maximum amounts that Client has committed to for the Term. There shall be no fee adjustments or refunds for any decreases in usage or License Metrics during the Term.

3.4 Compliance with Laws. Client, and not Company, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the Products and Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the Products and Services in complying with any laws and governmental regulations.

3.5 Compliance. During the term of the Agreement and for a period of one year following its termination, Company shall have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client shall reimburse Company for the reasonable costs and expenses of such verification process incurred by Company (including but not limited to reasonable attorneys' fees), and Client shall promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of Company's termination rights and do not affect Company's right to payment for Products and Services and interest fees related to usage in excess of the License Metrics.

3.6 Cooperation. Client shall provide Company with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Company in order to provide the Services, including, but not limited to, providing security access, information, and adapters to Client's applications, and Client

personnel, as may be reasonably requested by Company from time to time. Client acknowledges and agrees that Company's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Company shall be entitled to rely on all decisions and approvals of Client. Client also agrees to bring to the attention of Company any changes in the information as originally presented, as soon as such changed information becomes available.

3.7 PRIVACY

3.7.1 Client represents and warrants that before providing non-public personal or financial information to Company or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Company under the Agreement. No personal information will be intentionally disseminated by Company to any third parties, except as consented to by Client, required by law or as necessary for Company to provide the Services.

3.7.2 If Client provides personal data to Company from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with any products or services provided by Company under this Agreement, Company may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer. Company will take reasonable measures to protect the security of such personal data transferred by Client to Company.

4 FEES, TAXES & PAYMENTS

4.1 General. Fees and payment terms are specified in the applicable Order Form. Except as otherwise expressly specified in the Order Form, all recurring payment obligations start from the execution of the Order Form. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 9.5 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Client shall reimburse Company for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Company hereunder that are not under good faith dispute by Client. Amounts paid or payable for Products and Services (other than Professional Services) are not contingent upon the performance of any Professional Services.

4.2 Additional Products and Services Fees. Client shall pay Company for the Products, Services and/or License Metrics added by Client after the date of the initial Order Form at Company's then prevailing prices. Additional License Metrics must be purchased in the event actual License Metrics exceed the licensed quantity.

4.3 Taxes. Client shall be responsible for payment of all taxes (excluding those on Company's net income) relating to the provision of the Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to Company to evidence Client's tax exemption status is provided by Client to Company prior to the delivery of Products and Services.

4.4 No Contingencies. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

5 DISCLAIMERS

5.1 No Tax or Legal Advice. Company does not, and shall not be deemed to provide tax or legal advice in providing the Products and Services. Company will use reasonable efforts to ensure that the Products and Services are current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by Client's qualified tax and legal professionals, Client bears full responsibility to determine the applicability of the output generated by the Products and Services and confirm its accuracy. Client is solely responsible for any liabilities, penalties, or interest related, but not limited, (i) to the proper application of sales, use and value-added tax, (ii) the proper determination of Client's nexus to any jurisdiction, (iii) the applicability of taxes for Client's products and services, (iv) use tax determination and calculation, (v) determination of exempt sales applicable to Client's transaction, (vi) Client's failure to perform any obligation or responsibility under the Agreement or any other act or omission by Client.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT, IF ANY, ARE IN LIEU OF, AND COMPANY, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, (I) ANY WARRANTY THAT PRODUCTS AND SERVICES ARE FREE OF ERRORS, OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED, (II) ANY WARRANTIES WITH RESPECT TO TRAINING SERVICES, (III) ANY WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE COMPANY DATA AND CALCULATIONS MADE BY THE PRODUCTS AND SERVICES, (IV) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE. COMPANY AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS OR SERVICES, OR ANY CUSTOM PROGRAMS CREATED BY COMPANY OR ANY THIRD-PARTY SOFTWARE DELIVERED BY COMPANY WILL MEET CLIENT'S NEEDS. THIRD PARTY SOFTWARE IS MADE AVAILABLE BY COMPANY ON AN "AS IS, AS AVAILABLE" BASIS". COMPANY DOES NOT PROVIDE ANY WARRANTY OR SUPPORT FOR CLIENT'S SYSTEM DEPLOYMENT OR SYSTEMS ADMINISTRATION, OR CLIENT'S MODIFICATIONS TO ITS SYSTEM DEPLOYMENT AND SYSTEMS CONFIGURATION.

5.3 Connections over the Internet. CLIENT ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CLIENT DATA. ACCORDINGLY, COMPANY CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

6 OWNERSHIP; INTELLECTUAL PROPERTY

6.1 Ownership and Proprietary Rights. Client owns and shall own all rights to Client's data provided to or accessed by Company, including such Client data as processed or manipulated by Company in connection with the Products and Services. Client hereby grants to Company a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Products and Services by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information. The Products and Services and all equipment, infrastructure, websites and other materials provided by Company in the performance of Company's obligations hereunder will at all times remain the exclusive, sole and absolute property of Company or the third parties from whom Company has obtained the right to use the Products and Services. Except for the rights granted to Client in this Agreement, Client will have no interest in the Products and Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Company and such third parties. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Products.

6.2 Company Indemnity. Subject to the remainder of this Section 6.2, Company shall defend Client in any suit or cause of action alleging that the Supported Product as used in accordance with this Agreement infringes any copyright or U.S. patent of any third party and indemnify Client for any damages awarded in any final, non-appealable resolution, whether by judgment or settlement (including attorneys' reasonable fees and court costs to the extent that Company fails to promptly assume such defense) of such suit or cause of action. The foregoing obligations of Company are subject to the following requirements: Client shall promptly notify Company of any and all such suits and causes of action; and Company controls any negotiations or defense of such suits and causes of action, and Client assists as reasonably required by Company. If the Supported Product is held or believed to infringe on copyright, or U.S. patent of a third party, Company may, in its sole discretion, (a) modify the Supported Products to be non-infringing, (b) obtain for Client a license to continue using the Supported Products, or (c) if neither (a) nor (b) are practical in Company's sole judgment, terminate the affected license and return to Client the unused portion of any licensee fees paid for the affected Supported Products. The foregoing obligations of Company do not apply to the extent that the allegedly infringing Supported Products or portions or components thereof or modifications thereto result from (i) any change in the Supported Products made by Client or any third party for Client, except applying Updates, (ii) Client's use of the Supported Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by Company where absent such combination the Supported Products would be non-infringing, (iii) Client's use of other than the most current release of the Supported Products that results in a claim or action for infringement that could have been avoided by use of the current release, provided that Company has supplied Client with the most current release. Notwithstanding the foregoing, the indemnification obligations in this Section do not apply to Third Party Software. This Section 6.2 states Company's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

6.3 Client Indemnity. Client shall indemnify and hold Company harmless from and against any action, suit or proceeding for infringement and/or misappropriation that arises or results from any of the exclusions set forth in Section 6.2 above.

7 NONDISCLOSURE.
This Section 7 shall supersede all previous Nondisclosure/Confidentiality Agreements that may exist between the parties with respect to the subject matter of this Agreement. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Client may disclose the Confidential Information to its contractors and/or consultants for the sole benefit of Client, provided that any breach of the terms of the Agreement by such contractors and/or consultants shall be deemed a breach by Client and Client remains fully responsible for such breach. Company may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Products and Services, provided those subcontractors have executed confidentiality agreements and further provided that Company shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law,

rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, Company may retain information for regulatory purposes or in back-up files, provided that Company's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of Company and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, budgets as well as results of testing and benchmarking of the Products and Services, product roadmap, data and other information of Company and its licensors relating to or embodied in the Products and Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of Company set forth in this Section 7 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future Company product or service, and, accordingly, neither Company nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

8   LIMITATION OF LIABILITY

8.1   Limit on Monetary Damages. In no event shall Company be responsible for insufficient taxes collected from Client's customers as a result of Client's use of the Products and Services. In no event shall Company be liable for claims, losses and damages, including penalties and/or interest, due to the actions of third parties not under Company's control. The attached Schedules address the Limit on Monetary Damages with respect to the specific Products and Services set forth therein.

8.2   No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE DATA OR LOSS OF DATA OR COST OF COVER) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE PRODUCTS AND SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9   TERM AND TERMINATION

9.1   Master Agreement Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.

9.2   Order Form Term. The initial term of **the Products and Services is** specified in the Order Form ("**Initial Term**"). The term of the Order Form shall automatically renew for the same length as the Initial Term, unless either party gives written notice of its intention

to terminate the Products and Services at least 45 days prior to the end of the Initial Term or any renewal term. The Initial Term and renewal terms are referred to as the "**Term**". Any additional Order Forms shall be coterminous with the Term.

9.3   Termination. Either party may terminate the Agreement immediately upon written notice at any time if the other party: (i) commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 4.1 of the Master Agreement which shall have a ten (10) day cure period; or (i) ceases business operations; or (iii) becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events).   Upon termination, Company shall not be obligated to provide any Products and Services, in whole or in part, to Client.

9.4   Partial Termination. Where a party has rights to terminate, such party may, at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

9.5   Suspension. Company will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement.

9.6   Survival. Sections 1, 2.1, 2.2, 2.3, 2.4, 2.5, 3.5, 4, 5, 6, 7, 8, 9, and 10 shall survive termination of this Agreement.

10   MISCELLANEOUS

10.1   Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement.

10.2   Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

10.3   Non-Hire. During the term of this Agreement and for twelve (12) months thereafter, neither Client nor Company shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

10.4   Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

10.5   Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

10.6   Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and Company shall be construed and enforced accordingly.

10.7   Assignment. Company may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets.   Client may not assign the Agreement, nor any of the rights or obligations under the

Agreement, without the prior written consent of Company.

10.8   Relationship of the Parties.   The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

10.9   Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the Commonwealth of Massachusetts to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in the Commonwealth of Massachusetts under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum.   The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.10   Entire Agreement.   This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by Company and Client.

10.11   Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

10.12   Use of Agents. Company may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Company from responsibility for performance of its duties under the terms of this Agreement.

10.13   Third Party Beneficiaries. The parties acknowledge that all rights and benefits afforded to Company under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software as applicable.

1 DEFINITIONS.

1.1 **"Application"** means the version of Client's financial or transaction application identified in the Client Information Document.

1.2 **"Client Information Document"** means the document provided by Company to be completed by Client which specifies certain information, including without limitation the selected Operating Environment and Client's Application.

1.3 **"Designated Support Contacts"** means the Client employee(s) so designated by Client on the Order Form. Client shall have the number of Designated Support Contacts as designated on the Order Form. Only a Designated Support Contact shall be permitted to contact Company for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of Client.

1.4 **"Documentation"** means the user instructions, release notes, manuals and on-line help files as updated by Company from time to time, in the form generally made available by Company, regarding the use of the System, Standard Adapters and Third Party Software.

1.5 **"Error"** means a material failure of a Supported Product to conform to its functional specifications described in the Documentation, which is reported by Client and replicable by Company.

1.6 **"Maintenance and Support Policies"** means the policies and procedures regarding Maintenance, a current version of which can be found on the Company's Client site.

1.7 **"Operating Environment"** means Company-recommended hardware, operating system, middleware, database and other software on which the System will operate as selected by Client on the Client Information Document.

1.8 **"Programs"** means the object code form of the standard Company sales and use tax proprietary software programs and Standard Adapters including Documentation and Updates thereto. For clarity, Program excludes Developed Materials and Third Party Software.

1.9 **"Standard Adapter"** means the software developed by and made generally commercially available by Company for the purpose of integrating the System with the Application.

1.10 **"Supported Product"** means the System, Standard Adapters and, unless stated to the contrary in the Order Form, Third Party Software.

1.11 **"System"** means the Programs and Company Data.

1.12 **"Transaction"** means any time the System executes a tax calculation for Company's end users.

1.13 **"Updates"** means a new version of the System, Standard Adapters or Third Party Software, if and when developed after the effective date of the Order Form, which Company makes generally available to its clients as part of the Maintenance. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Company generally charges a separate fee.

2 PREMISE BASED SOFTWARE LICENSE

1.1 **License Grant.** Subject to the provisions contained in this Agreement, including without limitation the restrictions set forth in Section 3 of the Master Agreement and timely payment of the applicable fees, Company hereby grants Client, for the Term, a non-transferable, non-exclusive license, without the right to grant sublicenses to (i) use the System, Standard Adapter, and any Third Party Software identified in the Order Form solely for the internal business purposes of Client and, (ii) develop an adapter if no Standard Adapter is available or licensed (the "**Premise Based License**"). Attachment 1 to this Schedule contains additional terms which shall apply if Client is licensing Rate/Data Files, as that term is defined in Attachment 1 to this Schedule for Premise Based License.

1.2 **Restrictions.** Client is required to provide a completed Client Information Document to Company in order for Company to deliver the System to Client. Client's use of the System is limited to the Operating Environment selected by, and data center site(s) identified by, Client on the Client Information Document or Third Party EULA, if applicable. Client's use of the System is restricted to the number of License Metrics specified on the Order Form or as otherwise restricted in the Third Party EULA. Client shall not, and shall not permit anyone else to copy the System, other than copies made solely for developing an adapter, data backup and testing purposes, provided that Company's copyright, patent and other proprietary notices are reproduced on all such copies and provided further that no such copies may be used for production, including high availability and disaster recovery.

1.3 **Delivery.** Company will deliver the System to Client via electronic means or via courier FOB Origin to the "ship to" address identified in the Client Information Document. Company will provide Client with another copy of the System at minimal or no charge in the event of accidental loss or damage.

1.4 **Integration and Adapters [Applicable to indirect tax solutions only].** Client is solely responsible for data mapping. Client may purchase the right to use a Standard Adapter, if available from Company. Client's use of such Standard Adapter is subject to all the terms and conditions of the Agreement. If no Standard Adapter is available or purchased by Client, Client is responsible for: (i) developing and maintaining the adapter; and (ii) updating the adapter to be compatible with new releases of the System and Client's Application. Company can provide adapter services on a time and materials basis pursuant to the Professional Services provisions of this Agreement. COMPANY PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.

3 MAINTENANCE

2.1 **Scope.** Maintenance provided by Company with respect to the Premise Based License includes (i) technical support and workarounds so that the Supported Products operate in material conformance with the Documentation, and (ii) the provision of Updates thereto, if and when available, all of which are provided under Company Maintenance and Support Policies (as may be amended by Company from time to time) in effect at the time Maintenance is provided (**"Maintenance"**). With respect to Third Party Software, Company's obligation is limited to using commercially reasonable efforts to obtain maintenance from the third party owner of such Software. For the avoidance of doubt, Maintenance excludes Professional Services.

2.2 Company is under no obligation to provide Maintenance with respect to: (i) anything other than a Supported Product; (ii) a release for which Maintenance has been discontinued; (iii) a pre-release of a Supported product; (iv) a Supported Product used other than in accordance with the Documentation or other than on the Operating Environment; (v) discrepancies that do not significantly impair or affect the operation of the Product; (vi) Developed Materials; (vii) errors or malfunction caused by Client's use of a new release or version of the Application; (viii) errors or malfunction caused by Client's failure to comply with the minimum system requirement documentation as provided by Company or by Client's use of non-conforming data; or (ix) errors or malfunction caused by any systems or programs not supplied by Company.

2.3 For the avoidance of doubt, Updates provided under Maintenance are subsequent releases to the standard Supported Product, excluding Developed Materials or customizations whether such customizations are performed by Company or by Client or a third party. Company reserves the right to charge Client for any reintegration work required to make Developed Materials compatible with future versions/releases of the Supported Products.

2.4 Company undertakes no obligation to maintain compatibility of the System and Standard Adapters with future versions or releases of Client's Application and reserves the right to charge Client additional fees for subsequent releases, if and when available, of the Standard Adapter.

2.5 Any Errors discovered by Client must be submitted to Company in accordance with the Maintenance and Support Policies. Company shall correct Errors in accordance with the Maintenance and Support Policies provided such Errors are replicable by Company. If an Error was corrected or is not present in a more current version of the Program or Standard Adapter, Company shall have no obligation to correct such Errors in prior versions.

2.6 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the System. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at Company's discretion.

2.7 Maintenance and Support may only be requested by two (2) Client Designated Support Contacts who have successfully completed Company's standard training course. Client may change these Designated Support Contacts to other qualified personnel by promptly delivering to Company in writing the names and contact information of the new Designated Support Contacts.

2.8 **Product life cycle**. Company identifies a release of the System and Standard Adapters using a three digit numbering system with two decimal places (Ex 2.1.0, 3.1.2). A release is considered "major" when the first or second number changes (Ex. 2.1.0 to 2.2.0, 2.1.0 to 3.1.0). Each major release includes all sub-releases identified by a change in the third number (Ex. 2.1.0 to 2.1.1). Company's obligation to provide Maintenance is subject to Company and its licensors' product life cycle policies. Maintenance is provided for the most current release and the most recent previous sequential major release of the Program and Standard Adapters. Company reserves the right to terminate the Premise Based License upon 60 days prior written notice should Client not stay current with a supported release in accordance with this Section.

3 <u>**Limit on Monetary Damages for Premise Based License.**</u> Notwithstanding anything to the contrary contained in this Agreement, Company's total liability for any and all damages with respect to the Premise Based License shall not exceed the license fee (excluding implementation or other Professional Services fees) paid by Client for the initial twelve (12) month period of this Agreement. The foregoing limitation shall not apply to Company's indemnity obligation set forth in Section 6.2 of the Master Agreement or actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of Company or any of its employees.

4 <u>**POST TERMINATION.**</u> Within seven (7) business days after termination of the Premise Based License, Client shall destroy the original and all copies of the Programs.

5 <u>**ADDITIONAL SURVIVAL PROVISIONS.**</u> In addition to the Sections identified in Section 9.6 of the Master Agreement, Section 3 of this Schedule shall also survive.

Client Initials: _____

1   DEFINITIONS.

1.1   "**Lookup**" means manually accessing the VeraTax Rate/Data File to determine an individual tax rate.

1.2   "**Rate/Data File**" means a flat file containing the Company Data for use other than within the Programs.

2   Rate Files

2.1   VeraTax; Restrictions. Notwithstanding anything to the contrary as set forth in the provisions of Section 1.1 of the Schedule for Premise Based License, Client may use the VeraTax Rate/Data File for Lookup purposes only.

2.2   Tax Management Database I and II ("TMD 1" or "TMD 2"); Restrictions. Notwithstanding anything to the contrary as set forth in the provisions of Section 1.1 of the Schedule for Premise Based License, Client may use the Tax Management Database I or II Rate/Data File for integrating with Oracle 11i and Oracle R12, respectively.

2.3   Tax Content Solutions ("TCS"); Restrictions. Notwithstanding anything to the contrary as set forth in the provisions of Section 1.1 of the Schedule for Premise Based License, Client may use Tax Content Solution Rate/Data File for point-of-sale use only and must also have a license for Taxware Enterprise. Use of the Tax Content Solution outside of Taxware Enterprise for point-of-sale is only permitted to the extent Taxware Enterprise is unable to accommodate point-of-sale transactions.

3   License Metrics. The License Metric for Rate Files shall be number of production copies.

Client Initials: _____

1 DEFINITIONS

1.1 "**Access**" means remotely connecting to the System via the URL provided by Company.

1.2 "**Client Information Document**" means the document provided by Company to be completed by Client specifying certain information, which may include, without limitation, onboarding information.

1.3 "**Designated Support Contacts**" means the Client employee(s) so designated by Client on the Order Form. Client shall have the number of Designated Support Contacts as designated on the Order Form. Only a Designated Support Contact shall be permitted to contact Company for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of Client.

1.4 "**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by Company from time to time, in the form generally made available by Company, regarding the use of the System, Standard Adapters and Third Party Software.

1.5 "**Error**" means a material failure of a Program to conform to its functional specifications described in the Documentation, which is reported by Client and replicable by Company.

1.6 "**SaaS**" means the hosting, management and operation of the System identified in the Order Form from a server farm located at Company's or its hosting provider's data center.

1.7 "**Maintenance and Support Policies**" means Company's policies and procedures regarding Maintenance applicable to the Products and Services identified on the Order Form, a current version of which can be found on Company's client site.

1.8 "**Programs**" means the object code form of the standard Company software programs and, if applicable, adapters including Documentation and Updates thereto. For clarity, Program excludes Developed Materials and Third Party Software.

1.9 "**System**" means the Programs and Company Data.

1.10 "**Updates**" means a new version of the System, adapters or Third Party Software, if and when developed after the effective date of the Order Form, which Company makes generally available to its clients as part of the Maintenance. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Company generally charges a separate fee.

2 SaaS.

2.1 License Grant. Subject to the provisions contained in this Agreement, including without limitation the restrictions set forth in Section 3 of the Master Agreement and timely payment of the applicable fees, Company hereby grants Client for the Term a non-transferable, non-exclusive license, without the right to grant sublicenses to Access and use the System solely (i) for the internal business purposes of Client; and (ii) to develop an adapter, if needed. Access is limited to the version of the Program in Company's production environment.

2.2 Client Responsibilities.

2.2.1 Client will use the SaaS in accordance with the Agreement and Company's policies. Client shall be responsible for providing accurate and timely information and data required by Company to administer and operate the SaaS. Client shall afford Company access to any and all Client data required to provide the SaaS. Client shall obtain a digital certificate as required by Company at Client's cost.

2.2.2 Client acknowledges and agrees that Company does not monitor or police the content of communications or data of Client or its users transmitted through the SaaS, and that Company shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Company may remove any violating content posted on the SaaS or transmitted through the SaaS, without notice to Client.

2.3 Security.

2.3.1 Client's Responsibility. Client will maintain commercially reasonable security procedures for the transmission of data to Company. Client will notify Company immediately of any suspected security breach regarding transmissions to or from Company. Client will not: (a) breach or attempt to breach the security of the SaaS or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS, or any third party that is hosting or interfacing with any part of the SaaS; or (b) use or distribute through the SaaS any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS or the operations or assets of any other customer of Company or any third party. Client will comply with the user authentication requirements for use of the SaaS. If applicable as set forth on the Order Form, Client will identify one (1) Designated Support Contact who will be authorized by Client to administer Client's Access to and use of the SaaS on behalf of Client (the "SaaS Administrator"). Client will only permit authorized users to Access and use the SaaS. Company has no obligation to verify the identity of any person who gains Access to the SaaS by means of an access ID. Company may rely on the instructions and actions as being those authorized by Client. Client is solely responsible for monitoring its authorized users' Access to and use of the SaaS. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Company shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Company, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

2.3.2 Company's Responsibility. Company will maintain safeguards and take commercially reasonable technical, physical and organizational precautions to ensure that Client's data is protected from unauthorized access and disclosure while the Client's data is in the possession or under the control of Company and ensure that Client's data is not processed by Company in other ways contradictory to privacy and/or data protection laws. The objective of each such precaution will be to (i) ensure the security and confidentiality of Client's data, (ii) protect against any anticipated threats or hazards to the security or integrity of Client's data, and (iii) protect against unauthorized access to or use of Client's data. Upon written request, Company will provide Client with all information that Client reasonably requests regarding the processing of Client's data, including, but not limited to, where and how Client's data is stored, who has access to Client's data and why, and what security measures are taken to ensure that Client's data is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction while in the possession or under the control of Company. Company will maintain sufficient procedures to detect and respond to security breaches involving Client's data. Company will inform Client as soon as practicable when Company

confirms a security breach involving Client's data and take corrective action. Company will provide Client with such information regarding the breach as Client reasonably requests.

2.4 Integration and Adapters.

2.4.1 To the extent an integration is required to Access and use the SaaS, Client may license an adapter, if available from Company, subject to all the terms and conditions of the Agreement. Use of such adapter is limited to the operating environment recommended by Company to Access and use the SaaS. The operating environment and client application to which the adapter is built will be as identified on the Client Information Document. Company will provide Maintenance for such adapter, except that Company is under no obligation to provide Maintenance if such adapter has been altered or modified by anyone other than Company or its licensors, excluding applying Updates. Company undertakes no obligation to provide Maintenance or maintain compatibility of the System and such adapters with future versions or releases of Client's application and reserves the right to charge Client additional fees for subsequent releases, if and when available, of such adapter. Client is solely responsible for all data mapping between Client's application and the System. Within seven (7) business days after termination of the SaaS, Client shall destroy the original and all copies of such adapter, which Client shall certify to Company in writing.

2.4.2 If no adapter is licensed by Client from Company, Client is responsible for: (i) developing and maintaining the adapter (in accordance with Company's hosted interface guidelines); and (ii) updating the adapter to be compatible with new releases of the System and Client's application. Company can provide adapter services on a time and materials basis pursuant to the Professional Services provisions of this Agreement. COMPANY PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY ADAPTER NOT MADE GENERALLY COMMERCIALLY AVAILBLE BY COMPANY.

3 **MAINTENANCE.**

3.1 **Scope**. Maintenance provided by Company with respect to SaaS includes (i) technical support and workarounds so that the Program operates in material conformance with the Documentation; and (ii) the provision of Updates thereto, if and when available, all of which are provided under Company Maintenance and Support

Policies (as may be amended by Company from time to time) in effect at the time Maintenance is provided ("**Maintenance**"). With respect to Third Party Software, Company's obligation is limited to using commercially reasonable efforts to obtain maintenance from the third party owner of such Software. For the avoidance of doubt, Maintenance excludes Professional Services.

3.2 Any Errors discovered by Client must be submitted to Company in accordance with the Maintenance and Support Policy.

3.3 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Products or Services. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at Company's discretion.

3.4 Unless as otherwise specified on the Order Form, Maintenance and Support may only be requested by two (2) Client Designated Support Contacts who have successfully completed Company's standard training course. Client may change these Designated Support Contacts to other qualified personnel by promptly delivering to Company in writing the names and contact information of the new Designated Support Contacts.

4 **LIMIT ON MONETARY DAMAGES FOR SaaS.** Notwithstanding anything to the contrary contained in this Agreement, Company's total liability for any and all damages with respect to SaaS shall not exceed the SaaS fee (excluding Professional Services fees) for the initial Subscription Period paid by Client. The foregoing limitation shall not apply to Company's indemnity obligation set forth in Section 6.2 of the Master Agreement or actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of Company or any of its employees.

5 **ADDITIONAL SUSPENSION.** In addition to the suspension provision in Section 10.4 of the Master Agreement, Company may suspend Client's Access and use of the SaaS if, and so long as, in Company's sole judgment, there is a risk created by Client that may interfere with the proper continued provision of the SaaS or the operation of Company's network or systems. Company may impose an additional charge to reinstate service following such suspension.

1   DEFINITIONS.

1.1   "**Return**" occurs each time a tax form is delivered to a taxing authority for each of Client's (i) legal entities; and (ii) individual business locations, where required.

2   SALES TAX SERVICES.

2.1   **Company Responsibilities.** Company will (i) prepare Returns for Client using transactional data from the applicable filing period transmitted from Client to Company; (ii) mail or electronically submit the Returns to the applicable taxing jurisdiction on behalf of Client; and (iii) remit Client's taxes due for any Returns prepared and filed by Company to the applicable taxing jurisdictions ("**Sales Tax Services**").   Company will perform the Sales Tax Services in accordance with the provisions of this Agreement, Company's policies and procedures, and any additional documentation as required by Company, including client account agreements and/or powers of attorney.   Client expressly authorizes Company to submit tax filings and make tax payments on Client's behalf. Company shall retain copies of each Return filed for Client by Company for a period of three (3) months from the date of filing the Return to the applicable taxing jurisdiction. During the three (3) month period set forth above, Company will make copies of all such Returns available to Client. Client will be solely responsible for retaining such copies in accordance with applicable statutory and regulatory requirements.   Company is not acting as a financial institution, and is not a party to the transactions between Client and its customers. Company or the third-party service provider designated by Company will initiate debits to or wire transfers from Client's designated bank account for the funding of all of Client's tax payments in accordance with the client account agreement. The Sales Tax Services provided hereunder will be based upon information provided to Company by Client (including proof of federal, state and local tax identification numbers).

2.2   CLIENT RESPONSIBILITIES.

2.2.1   Client is responsible for (i) the accuracy of nexus and taxability determinations; and (ii) reconciliation of Client data with Company output.   Client is solely responsible for audit defense. Upon Client's written request, Company will provide Client with documentation and information related to the Sales Tax Services performed by Company for Client.   Client agrees to execute and deliver to Company any limited powers of attorney, client account agreements or any other authorization documentation necessary for Company to provide the Sales Tax Services to Client. Upon receipt from Company, whether electronically or otherwise, Client will promptly review all tax returns and other reports prepared by Company for validity and accuracy according to Client's records and Client agrees that it will promptly notify Company of any discrepancies.   Company is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to Company.

2.2.2   Cooperation. In addition to Section 3.6 of the Master Agreement, Client will follow the instructions and reasonable policies established by Company from time to time and communicated to Client.

2.2.3   Funding.   Company's obligation to provide the Sales Tax Services is contingent upon Client (a) having sufficient, good and available funds in Client's account; or (b) providing sufficient funds to Company via the method of delivery required by Company, within the deadline established by Company to satisfy Client's tax filing payment obligations in their entirety. Client shall be liable for debits properly initiated by Company hereunder. Client unconditionally promises to pay to Company any unfunded payment amounts

(including any debit which is returned to Company because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and pay interest at the rate of 1.5% per month (or the maximum allowed by law if less). Client shall be liable for, and shall indemnify Company against, any loss, liability, claim, damage or exposure arising from or in connection with Client's delay or failure to make funds available to Company.

2.3   Company may commingle Client's impounded funds with other clients', Company's or Company-administered funds of a similar type. All amounts earned on such funds while held by Company will be for the sole account of Company or its service providers.

2.4   Sales Tax Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). Company and Client each agree to comply with the NACHA rules applicable to it with respect to Sales Tax Services.

3   REGISTRATION SERVICES. If Client elects to receive Registration Services, Company will assist Client with completing the registration process for all jurisdictions identified by Client from time to time. Client is responsible for providing Company with all information requested by Company and following Company's instructions. Where on-line registration is available, Company will guide Client through the registration process.   Where on-line registration is not available, Company will provide completed registration forms to Client.   Client will promptly review the registration forms for accuracy, validity and conformity with Client's records.   Client will promptly notify Company of any error or omission discovered by Client or any discrepancy between the information on the registration form provided by Company and Client's records, and Company will correct such error, omission or discrepancy subject to the terms of this Agreement.   Completed forms will be signed by Client and submitted to the appropriate jurisdictions by Company or by Client in accordance with Company's instructions.

4   FURTHER LIMITATION OF LIABILITY.

4.1   **Company Responsibility**. Company shall correct any Client Return produced incorrectly as a result of a Company error, at no charge to Client.

4.2   Company shall not be liable for claims, losses and damages by reason of: (a) the failure or delay by Client in providing agency/jurisdictional notices to Company in accordance with Company's policy and procedures; (b) the actions of third parties, including reversals of transactions by financial institutions; and (c) data mapping, nexus determinations, and allocation rules made by Company to meet Client or jurisdictional reporting requirements. Company shall not be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any third party financial institution or organization (e.g., an ACH clearing house) that is outside Company's control.   In addition, Company shall not be liable for any damages to Client arising from any decision by Company to refrain from or delay originating debit/credit entries: (i) after reasonable efforts to verify Client's instruction or the required security procedures for initiating such debit/credit entries have failed; (ii) due to Client's creditworthiness; or (iii) because Company has not received timely funds from Client as required by Section 2.1 of this Schedule.

4.3   **Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, Company's total liability for any and all damages with respect to the Sales Tax Services shall not exceed the total annual fee that is attributable to the respective Return for which the damage is suffered by Client during the calendar year in which the initial occurrence of any damages arose.

Client Initials: _____

The foregoing limitation shall not apply to Company's indemnity obligation set forth in Section 6.2 of the Master Agreement or actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of Company or any of its employees.

4.4   Indemnification. Client shall indemnify and hold Company harmless from and against any loss, liability, claim, damage or exposure (each a "Loss") arising from or in connection with any action, proceeding or claim made or brought against Company by the bank used by Client to fund its obligations to taxing authorities for any Company error or omission in performing the Sales Tax Services, to the extent that the Loss would have been avoided if: (i) Client had not directed Company to return the funds to an account other than the account which was originally debited and Company was permitted to return the funds to the affected account; or (ii) Company's return of the funds was not rejected by the bank (e.g., due to account closure).

4.5   No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK OR ANY OF COMPANY'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE SALES TAX SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5   SECURITY. Client will maintain commercially reasonable security procedures for the transmission of data to Company. Client will notify Company immediately of any suspected security breach regarding transmissions to or from Company.

6   ADDITIONAL SUSPENSION. In addition to the suspension provision in Section 9.6 of the Master Agreement, Company may suspend Client's use of the Sales Tax Services if, and so long as, in Company's sole judgment, there is a security risk created by Client that may interfere with the proper continued provision of the Sales Tax Services or the operation of Company's network or systems. Company may impose an additional charge to reinstate service following such suspension.

7   TERMINATION. Sales Tax Services may be immediately suspended or terminated by Company without prior notice if: (a) Company has not received timely funds from Client as required by Section 2.1 of this Schedule; (b) a bank notifies Company that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; or (c) the authorization to debit Client's account is terminated or Company reasonably believes that there is or has been fraudulent activity on the account.

8   POST-TERMINATION. If use of the Sales Tax Services is terminated by Company, Company shall be entitled to allocate any funds remitted or otherwise made available by Client to Company in such priorities as Company (in its sole discretion) deems appropriate (including reimbursing Company for payments made by Company hereunder on Client's behalf to a third party). If any such Sales Tax Services are terminated by either party, Client will immediately: (i) become solely responsible for all of its third-party payment obligations covered by such Sales Tax Services (including, all related penalties and interest) then or thereafter due; (ii) reimburse Company for all payments made by Company hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by Company to Client relating to the Sales Tax Services. Upon termination of the Sales Tax Services, all parts of the Sales Tax Services will cease.

9   ADDITIONAL SURVIVAL PROVISIONS. In addition to the Sections identified in Section 9.6 of the Master Agreement, Sections 4.2, 4.3 and 4.4 of this Schedule shall also survive.

1 DEFINITIONS.

1.1 **"Developed Materials"** means modifications to the System or Standard Adapters or custom work or content developed by or on behalf of Company pursuant to a Professional Services engagement hereunder.

1.2 **"Professional Services"** means data conversion; data mapping; implementation; site planning; configuration, integration and deployment of the Products, Hosting Services and Sales Tax Services; custom development; customizations; training; project management; and other consulting services provided by Company pursuant to the terms and conditions contained in the Schedule for Professional Services.

2 PROFESSIONAL SERVICES.

2.1 **Work Authorizations/Statements of Work.** Company will perform the Professional Services for Client described in one or more work orders, work authorizations or statements of work or Order Forms (collectively "*SOW*") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement.

2.2 **Change Orders.** Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

2.4 **Acceptance.** Unless otherwise specified in the applicable SOW, all deliverables hereunder shall be deemed accepted as of the earlier of ten (10) business days of delivery or written signoff by Client.

2.5 **Ownership and Limited License.** All intellectual property rights in the results of the Professional Services including (without limitation) all deliverables, Developed Materials, documentation, training materials, customizations and all intellectual property embodied herein shall vest solely and absolutely in Company or its licensors. Company grants Client, subject to timely payment of applicable fees and charges, and subject to the license restrictions set forth in Sections 4.1 and 4.3 of the Master Agreement, a personal, nonexclusive, non-transferable license to, for the Term, use the deliverables and Developed Materials provided under Professional Services solely in connection with its use of the Products and/or Services ordered hereunder, as applicable.

2.7 THE DELIVERABLES AND DEVELOPED MATERIALS ARE LICENSED TO CLIENT ON AN "AS IS" BASIS, ARE NOT SUPPORTED BY COMPANY AND ARE NOT SUBJECT TO THE MAINTENANCE PLAN FOR THE SUPPORTED PRODUCTS. Maintenance and support for the Developed Materials, if available, may be obtained from Company subject to payment of applicable fees. Company reserves the right to charge Client for any reintegration work required to make Developed Materials compatible with future versions/releases of the Supported Products.

2.8 **Fees and Hour Estimates.** On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased must be used within, and prices quoted are valid for a period of one year following the effective date of the Order Form. Hours that are not used or have expired are non-refundable.

2.9 **Travel and Lodging Expenses.** Company's reasonable travel and lodging expenses incurred by Company in the performance of Services on Client's site will be billed separately at actual cost.

3 **Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, Company's total liability for any and all damages with respect to the Professional Services shall not exceed the total fees received by Company from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of Company or any of its employees.

Client Initials: _____

1   DEFINITIONS.

1.1   "Form" means tax or informational forms that are transmitted electronically or on paper to the appropriate regulatory agency, including any and all changes that are additions (new filings) and any and all changes that are corrections to a prior filing.

1.2   "Go To Print Date" means the final date upon which Client Information must be approved by Client in order to guarantee timely printing, which is no later 12:00pm CST on the date specified on the Print Services Confirmation.

1.3   "Managed Services" means the handling of all integration support, error handling, interfaces, each input and output, transmittal files for all appropriate regulatory agencies, and integration with print providers.

1.4   "Pilot" means the period of testing to ensure accuracy of file formats and information prior to the tax reporting season.

1.5   "Print Services Confirmation" means the confirmation distributed to Client preceding the tax reporting season that includes form types and quantities, the quoted price, the Pilot date, and the Go To Print Date, as well as the data file due date (for Managed Services Clients only). The PSC also lists additional services that may be elected by Client.

1.6   "Statement Delivery" includes both print and mail of forms and electronic form delivery (eStatements) to deliver forms to recipients and vendors.

1.7   "Tax Identity Management" includes activities used to verify the accuracy of Tax Identification data, including tax identity solicitations and responses, bulk TIN matching, real-time TIN verification, OFAC verification, GIIN verification, and checks against the Death Master File.

1.8   "Tax Information Reporting Services" includes Managed Services, Statement Delivery, Tax Identity Management, and Withholding Management, as selected by Client on an appropriate Order Form.

1.9   "Withholding Services" means the handling of remittances to regulatory agencies and works with Client to ensure proper reporting with the appropriate regulatory agencies.

2   MANAGED SERVICES.

2.1   Company Responsibilities. Company will (i) manage source data uploads into the tax reporting application to ensure accurate completion using control totals for data brought into the tax reporting application environment of each client; (ii) transmit recipient data based on individualized reporting requirements to the various state, federal, and/or country regulatory agencies, as supported by Company; (iii) determine control totals for each print file, if applicable; (iv) post recipient information to the IRS Bulk TIN Matching programs for identification of recipients with incorrect TIN/Name combinations; and (v) manage configuration and maintenance of user security groups.

2.2   Client Responsibilities. Client is responsible for the handling of exceptions. Company will provide guidance to Client throughout the exception process. Client will (i) provide correct and accurate information source data uploads; (ii) verify and approve transmittals prior to submission to the appropriate regulatory

agency; (iii) validate control totals and print layout for each print file, if applicable; and (iv) provide Company with the required information by the mutually agreed upon deadline. If Client fails to provide Company with the required information by the deadline, Company may, at its sole discretion, charge a reasonable penalty. Company does not guarantee timely filing and/or printing if the Client fails to provide the required information in a timely manner.

2.3   Pilot. Client is required to undergo a Pilot process prior to the tax reporting season, unless otherwise indicated by the managed services team. The Pilot process must be completed by November 30 each year. Forms are not printed during Pilot testing and there is no additional fee for Pilot testing. Company reserves the right to charge a reasonable penalty, at its sole discretion, if Client changes an input or output file format after the completion of Pilot activities.

3   WITHHOLDING SERVICES.

3.1   Company Responsibilities. Company will (i) initiate payments to regulatory agencies; (ii) document the payment confirmation; (iii) complete regulatory filings on a timely basis; and (iv) work with client on quarterly and annual reconciliations.

3.2   Client Responsibilities. Client is responsible for (i) providing correct and accurate information for withholding remittance frequencies and agency information relating to reporting and reconciliations; (ii) ensuring proper funds are held within the financial account; (iii) ensuring accuracy of financial data for remittances to the appropriate regulatory agencies; and (iv) providing Company with transactional withholding data daily by 9:00am CST.

4   TAX IDENTITY MANAGEMENT.

4.1   Tax Identity Solicitation. B-Notices and Penalty Notices may be imported or keyed manually into the tax reporting application. The tax identity solicitation service identifies the type of solicitation required and produces a solicitation report.

4.2   Tax Identity Solicitation Response. Company will collect solicitation responses and convert the response into an image to be stored in the tax reporting application. Company will use these responses to update of recipient data within the tax reporting application.

4.3   Bulk TIN Matching. Bulk TIN Matching validates the name/TIN combination against the IRS database. The match/mismatch status is then updated within the tax reporting application, unless otherwise requested by Client.

4.4   Real-Time TIN Verification. Real-time TIN verification verifies the identity of recipients against the database of name/TIN combinations used by the IRS, OFAC SDN, and Death Master File to be sure Client has correct information for its payees.

4.5   TIN Authorization. Company will transmit tax information provided by Client to the IRS through the IRS Tax Identification Number (TIN) Matching Program (the "Program"), which is subject to the backup withholding provisions of IRC § 3406. Client hereby appoints Company as its authorized Agent for the purposes of submitting such tax information on Client's behalf to the IRS. Client acknowledges that only name/TIN combinations relating to accounts with respect to which reportable payments are made, or are likely to be made, can be transmitted. If Client requests that Company transmit tax information outside the parameters of the Program,

Client accepts all responsibility for any liability and/or penalty that may be assessed as a result of using the Program this way.

4.6 **Survival.** The TIN Authorization remains in effect until the Agreement expires or is terminated.

5 STATEMENT DELIVERY.

5.1 **"Print Services"** includes form print and mail.

5.2 **"eStatements"** means the electronic delivery of forms.

5.3 **Fees and Payments.** The United States Postal Service (USPS) requires postage to be paid at the time mail is received at the USPS. Company does not fund postage. Prior to printing forms, Company will invoice and Client will pay 75% of the extended price listed on the most current of the Order Form or the Print Services Confirmation, which covers the cost of postage, as well as a portion of the estimated print cost (extended price from the Order Form net postage) to cover materials and expenses. The invoice is due upon receipt and must be paid prior to the delivery of Production Data to Company to ensure uninterrupted processing of tax forms and to secure the print production and mail delivery date. Upon completion of printing and mailing, another invoice will be generated if additional amounts are owed based on the actual number of Forms printed and mailed.

5.4 **Late Fees.** Print files not marked ready to go to print by the "Go To Print Date" as identified on the Print Services Confirmation are subject to a reasonable late fee to be determined by Company in its sole discretion. Changes to a Go To Print Date after October 31 will result in a similar reasonable late fee and does not guarantee postmark and delivery by January 31. All changes will be reviewed by Company and are not guaranteed to be accepted. Print file approvals sent after the Go To Print Date cannot be guaranteed to print and mail by the regulatory deadline. Late files are processed on first available basis with the client responsible for fines and penalties.

5.5 **Postage outside the U.S.** Postage for addresses outside the U.S. is not included. All foreign postage will be collected and reconciled against the quoted price after completion of printing and mailing.

5.6 **Inclusions.** Quoted print prices include printing, envelopes, insertion, and postage. Forms that exceed first class postage are subject to excess postage and will be invoiced by Company. The prices reflect the USPS postage rates as of the Print Services Confirmation. If the USPS raises postage rates after Client receives the Print Services Confirmation, the quoted price shall be adjusted to include that increase.

5.7 **NCOA Certification.** All forms will go through National Change of Address (NCOA) certification at no charge to the Client. Addresses that match the U.S. Post Office database will be updated in the mailing address section of the printed form for mailing to the correct forwarding address. This process is applied to the mailing address only and does not alter Client's system data.

6 FURTHER LIMITATION OF LIABILITY

6.1 **Company Responsibility.** Company shall correct any Client Form produced incorrectly as a result of Company error, at no charge to Client.

6.2 Company shall not be liable for claims, losses, and damages, including penalties and/or interest, by reason of: (i) applicable statutory and regulatory requirements; or (ii) the interception of data transmitted to or from Client; Company shall not be liable or be deemed to be in default for any act, failure to act, negligence, or bad faith by, or the insolvency of, any third party financial institution or organization that is outside of Company's control.

6.3 **Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, Company's total liability for any and all damages with respect to the Tax Information Reporting Services shall not exceed the money payable by Client pursuant to an applicable Order Form for the tax year during which the cause of action arose.

7 SECURITY.
Company will maintain safeguards and take commercially reasonable technical, physical and organizational precautions to ensure that Client's data is protected from unauthorized access and disclosure while the Client's data is in the possession or under the control of Company and ensure that Client's data is not processed by Company in other ways contradictory to privacy and/or data protection laws. The objective of each such precaution will be to (i) ensure the security and confidentiality of Client's data, (ii) protect against any anticipated threats or hazards to the security or integrity of Client's data, and (iii) protect against unauthorized access to or use of Client's data. Upon written request, Company will provide Client with all information that Client reasonably requests regarding the processing of Client's data, including, but not limited to, where and how Client's data is stored, who has access to Client's data and why, and what security measures are taken to ensure that Client's data is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction while in the possession or under the control of Company. Company will maintain sufficient procedures to detect and respond to security breaches involving Client's data. Company will inform Client as soon as practicable when Company confirms a security breach involving Client's data and take corrective action. Company will provide Client with such information regarding the breach as Client reasonably requests.

8 ADDITIONAL SUSPENSION.
In addition to the suspension provision in Section 9.5 of the Master Agreement, Company may suspend Client's use of Tax Information Reporting Services if, and so long as, in Company's sole judgment, there is a security risk created by the Client that may interfere with the proper continued provision of Tax Information Reporting Services or the operation of Company's network or systems. Company may impose an additional charge to reinstate service following such suspension.

9 POST-TERMINATION.
If any Tax Information Reporting Services are terminated by either party, Client will immediately pay any and all fees and charges invoiced by Company to Client relating to the Tax Information Reporting Services. Upon termination of Tax Information Reporting Services, all parts of such Services will cease.

10 ADDITIONAL SURVIVAL PROVISIONS.
In addition to the Sections identified in Section 9.6 of the Agreement, Sections 6.2, 6.3, and 9 of this Schedule shall also survive.