

TAXACT CLASSROOM SITE LICENSE AGREEMENT

This Educational Software License Agreement (this “Agreement”), dated _____, is between TaxAct, Inc. (“TaxAct”) and _____ (“Licensee”), an educational institution located in _____. TaxAct is in the business of providing tax preparation software that assists consumers and tax professionals in preparing their clients’ tax returns which TaxAct has updated for tax year 2018 (the “Current Tax Year Software”). Licensee provides academic courses and other training to students on tax preparation, accounting, and other similar services (“Student Training”). Licensee wishes to license certain training versions of the Current Tax Year Software from TaxAct (collectively, the “Training Software”) for use in the Student Training.

1. **Term.** This Agreement begins on the Effective Date and continues for one year after the Effective Date (“Term”).

2. **Limited License.** Subject to Licensee’s compliance with this Agreement, TaxAct grants Licensee a limited, non-exclusive, revocable, non-commercial, personal, non-transferable license to download, install, and use the Training Software on its computer lab and classroom computers and make the software available for use by its students, all solely in connection with Student Training. This Agreement does not grant to Licensee any right to engage in any other activities with respect to the Training Software, and does not convey any ownership right, title, or interest, or any security interest or other interest in any intellectual property rights relating to the Training Software. Licensee shall not, and shall ensure that its students do not: (a) modify, reverse engineer, or create any derivative work based upon the Training Software; (b) convey or grant to a third party any sublicense or other rights to the Training Software, or otherwise make the Training Software available to any third party, except as specifically set forth in this Agreement; (c) remove, obscure or alter any intellectual property right notice related to the Training Software; or (d) mirror, reverse engineer, decompile, or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure, or other activity involving the Training Software that is not expressly authorized under this Agreement; (e) use the Training Software in violation of applicable law; or (f) use the Training Software to prepare or file tax returns either personally or on a professional basis.

3. **Software Ownership.** The Training Software, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein, is the exclusive property of TaxAct. No title to or ownership of the Training Software or other items is transferred to Licensee under this Agreement.

4. **Disclaimer of Warranties.** THE TRAINING SOFTWARE IS PROVIDED “AS IS” FOR INFORMATIONAL AND TRAINING PURPOSES ONLY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAXACT AND ITS AGENTS, ASSIGNS, LICENSORS, DISTRIBUTORS, ADVERTISERS, VENDORS, SEALERS, OR SUPPLIERS (COLLECTIVELY, THE “PARTICIPATING PARTIES”) DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRAINING SOFTWARE AND ITS RELATED MATERIALS, INCLUDING ITS FITNESS FOR A PARTICULAR PURPOSE, ITS QUALITY, ITS MERCHANTABILITY, OR ITS NON-INFRINGEMENT. TAXACT DOES NOT WARRANT THAT THE TRAINING SOFTWARE IS FREE FROM BUGS,

INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS. LICENSEE (AND NOT TAXACT) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

5. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TAXACT AND THE PARTICIPATING PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF TAXACT OR ITS PARTICIPATING PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES OR LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSEE AND TAXACT. LICENSEE ACKNOWLEDGES AND AGREES THAT TAXACT WOULD NOT BE ABLE TO PROVIDE THIS PRODUCT ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. IN NO EVENT WILL TAXACT OR THE PARTICIPATING PARTIES BE LIABLE FOR DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU TO TAXACT FOR THE TRAINING SOFTWARE.

6. **Termination.** TaxAct has the right to immediately terminate this Agreement in the event of any breach of this Agreement or conduct which, in TaxAct's sole judgment, interferes with the operation or use of the Training Software. Termination of this agreement automatically terminates Licensee's authorization to use the Training Software and any content or other material contained therein. Upon the termination or expiration of this Agreement, you shall promptly uninstall, delete, and remove any copies of the Training Software or related materials on your systems or computers, and shall ensure that your students do the same.

7. **Choice of Law, Jurisdiction and Venue.** The validity and performance of this agreement shall be governed by Texas law (without reference to choice of law principles), and applicable federal law. The parties agree, submit, and consent to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas, for resolution of any disputes arising in relation to this Agreement or the Training Software.

8. **Notice.** Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to TaxAct:

TaxAct, Inc.
Attn: Site License Department
1425 60th Street NE
Cedar Rapids, IA 52402
Email: customerservice@taxactservice.com
Telephone: 319-373-3600

If to Licensee:

Institution Name: _____
Mailing Address: _____
Email: _____
Telephone: _____

9. **No Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of TaxAct.

10. **Final Agreement.** This Agreement sets forth the parties' entire understanding as relates to the subject matter hereof, and replaces and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

11. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining terms hereof will remain in full force and effect as if such invalid or unenforceable term had never been included.

Licensee and TaxAct have executed this agreement as of the Effective Date first written above.

LICENSEE

TAXACT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____