

SurePrep Product Specific Terms

1. APPLICABILITY

- 1.1 These SurePrep product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access SurePrep as set out in the applicable Ordering Document and supplement the Agreement, overriding any similar terms contained in the Agreement with respect to the Services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: the Ordering Document, these Product Specific Terms, annexes, schedules and the Thomson Reuters General Terms and Conditions (or applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.
- 1.2 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Ordering Document or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. DEFINITIONS

- 2.1 “Authorized Users” means, with respect to any entity, each employee, consultant, independent contractor, agent or representative of such entity.
- 2.2 “Client” means the taxpayer whose data is processed within the Services, with whom the Customer has a customer relationship.
- 2.3 “Customer Data” means all Customer or Client-provided information and data relating to Customer or Clients including, but not limited to, passwords, usernames, PINs, other login information, materials, documents, and other data which we collect to support your access to and use of the Services. Customer Data expressly excludes Client Data processed through the TaxCaddy Services.
- 2.4 “Client Data” means “Personally identifiable financial information” and/ or “Nonpublic personal information” related to the Client as those terms are defined under Part 313.3 of GLBA.
- 2.5 “Derivative Information” means, collectively, (i) information derived or generated from or based on Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual or Customer; and (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer. Derivative Information will be owned solely by Thomson Reuters.
- 2.6 “Personally Identifiable Information” means Customer Data which identifies a specific living identifiable individual.
- 2.7 “Processing Year” means the calendar year in which a tax return is originally due to the IRS. For example, the Processing Year for a 2022 Tax Year return is Processing Year 2023 (since 2022 Tax Year returns are due during Calendar Year 2023).
- 2.8 “Services” means the services provided by Thomson Reuters pursuant to the Agreement, including any operations, consulting, training, hosted software access, or development services conducted by Thomson Reuters for Customer, and includes improving the Software and Services.
- 2.9 “Service Providers” means Thomson Reuters service providers, contractors, and other third parties which provide services (such as, but not limited to, data hosting, software support, etc.) in support of Thomson Reuters provision of the Services, as well as third parties whose software is integrated in the Software.
- 2.10 “Software” means the software described in the Ordering Document to which Customer purchases access or a license (as applicable), which may comprise software that is locally installed (“Local Software”) and software that is hosted by Thomson Reuters or its Service Providers (“Hosted Application Software”). Software may include the following (as set forth in the applicable Ordering Document), which may be used concurrently or separately (as applicable):
 - 2.10.1 SPbinder® – a locally installed web interactive application that enables Customer to manage source document images by accessing Thomson Reuters Hosted Application Software;
 - 2.10.2 “1040SCAN PRO®” – a web-based software tool that utilizes optical character recognition (“OCR”) technology to organize source documents, bookmark source document images, read the tax data from source documents and import the data into Customer’s tax software by accessing Thomson Reuters Hosted Application Software through a locally installed applet;
 - 2.10.3 “Outsource offshore®” – a suite of services which includes (i) the offshore (i.e., outside the United States of America) preparation of personal tax returns, (ii) making tax returns available via Thomson Reuters electronic network, (iii) document management, organization and distribution, and, (iv) storage of Customer Data;
 - 2.10.4 “Outsource onshore®” – a suite of services which includes (i) the onshore (i.e., within the United States of America) preparation of personal tax returns, (ii) making tax returns available via Thomson Reuters electronic network, (iii) document management, organization and distribution, and (iv) storage of Customer Data;
 - 2.10.5 “1040SCANverify onshore®” – a service performed by onshore Thomson Reuters personnel (employees and/or contractors) which includes review and completion of the organization and data capturing of

- standard documents (a list of standard documents is available at <https://corp.sureprep.com/learningcenter/1040scan/document-coverage/> and may change without notice) for returns that are submitted through 1040SCAN® or SPbinder® applications;
- 2.10.6 “1040SCANverify offshore®” – a service performed by offshore Thomson Reuters personnel (employees and/or contractors) which includes review and completion of the organization and data capturing of standard documents for returns that are submitted through 1040SCAN® or SPbinder® applications; and
- 2.10.7 “TaxCaddy®” – a mobile app and web-based software tool which enables Customer’s Clients to gather tax data through a variety of methods and sources and securely access and share it with their tax preparer.
- 2.11 “Sponsored Tax Year” means each prior Tax Year for which Customer pays the TaxCaddy Storage Fee.
- 2.12 “Tax Year” means the calendar year the tax return covers. For example, the Tax Year for an individual tax return that covers Calendar Year 2022 is Tax Year 2022.
- 2.13 “Unit means a tax return for Customer.
- 2.14 Time periods, e.g., day, month, quarter, and year, are on a calendar basis unless expressly stated otherwise.

3. LICENSE; RIGHT TO ACCESS

3.1 Grant of License. Subject to Customer’s continued compliance with the terms of the Agreement, Thomson Reuters hereby grants to Customer during the term set forth in the Ordering Document a limited, non-exclusive, non-transferable (a) right to access and use the Hosted Application Software and receive the Services and (b) license to install and use the Local Software in object code form only, both (a) and (b) for Customer’s internal business purposes only (all of the foregoing in this sentence collectively referred to as the “License”). Customer acknowledges and agrees that the Local Software is being licensed, not sold, to Customer by Thomson Reuters. Customer further acknowledges and agrees that it shall not acquire any ownership interest in the Software under the Agreement.

3.2 Hosted Application Software. The Hosted Application Software resides on a server remotely accessible by Customer. Customer will be required to download a limited amount of code (as part of the Local Software), including, but not limited to, a tax software import application and SPbinder® to fully interact with the Hosted Application Software. The Hosted Application Software may be located at a data center operated by Thomson Reuters, its Affiliates, or a Service Provider.

4. CUSTOMER DATA

4.1 Customer Data. Customer owns all right, title and interest in Customer Data. Customer is responsible for making and retaining copies of Customer Data prior to the end of the term of the applicable Ordering Document or the termination of its access to the Hosted Application Software. Customer may request in writing that Thomson Reuters deliver a copy of Customer Data residing on Thomson Reuters server within sixty (60) days of termination of the Agreement (the “Courtesy Period”). Customer shall pay Thomson Reuters reasonable fees to format and store Customer Data in a deliverable media as well as Thomson Reuters delivery costs. Following the Courtesy Period, Thomson Reuters shall destroy all Customer Data other than as expressly permitted in the Agreement in accordance with Thomson Reuters data retention schedule. Customer hereby grants to Thomson Reuters and its Affiliates (and its Service Providers who are under written obligations of confidentiality commensurate in scope and duration with those in the Agreement) a nonexclusive, royalty-free right and license to use Customer Data during the Agreement, and during any period after expiration or termination expressly provided in the Agreement, solely for Thomson Reuters performance under the Agreement and for any internal research, product and service improvement purposes. Thomson Reuters has the right to delete Customer Data in accordance with Thomson Reuters data retention schedule following the effective date of any termination.

4.2 Limited Use of Login Credentials and Authority to Access Information. If, and to the extent, Customer uses Thomson Reuters TaxCaddy offering or functionality on behalf of a Client with the Client’s authorization or upon the Client’s request, the following additional terms may apply depending on usage. In the event that Customer possesses from any of its Clients the authorizations, consents, or ability to login and retrieve such Client’s bank and brokerage documents and data from the relevant bank and brokerage websites using such Client’s login credentials and personal information, then Customer, pursuant to the Client’s use of such login credentials and personal information in TaxCaddy, grants Thomson Reuters a limited and revocable right and license during the Agreement to use and disclose to its third party provider(s), as applicable, such Clients’ login credentials and personal information only for the purpose of enabling Thomson Reuters or its third party providers to access and retrieve documents and data from such banks and brokerage firm websites and transmit such documents and data to Thomson Reuters, solely as necessary in order to provide the Services to Customer and enable Customer’s provision of services or offerings to such Client. Any such login credential and personal information shall be protected by Thomson Reuters and its third party providers as Client Data in accordance with the terms of the Agreement. If Customer does not possess such rights, then Thomson Reuters shall not be obligated to provide the requested Services to the Client.

4.3 Customer Data may at times be maintained, viewed, or accessed by Thomson Reuters or its Affiliates in support of the providing Customer the Services for the purpose of resolving a problem, support issue, quality concern, suspected violation of Thomson Reuters user agreement, or as may be otherwise permitted under the Agreement or required by law. Customer authorizes that any and all information (i) furnished to Thomson Reuters for or in connection with the products and services provided under the Agreement, (ii) derived or generated by Thomson Reuters from the information described in (i) above, or (iii) associated with a prior year's tax return information in the possession of Thomson Reuters may, for a period of up to seven (7) years from the end of the tax year to which the information relates, be disclosed to and considered and used by Thomson Reuters, its Affiliates, or subcontractors, in each case, whether located within or outside the United States, engaged directly or indirectly in providing the products and services under the Agreement. If Customer wishes to request a more limited disclosure of tax return information, Customer must inform Thomson Reuters. Customer accepts full responsibility for obtaining any of its Affiliates, Clients and other third party consents or authorizations in compliance with Internal Revenue Code Section 7216 (any other applicable law, regulation and licenses) in connection with the provision or use of the tax preparation or auxiliary services provided under the Agreement (including the transmission to, or processing, storage or retransmission by, Thomson Reuters of tax return information of Customer's Clients). Customer hereby represents that Customer has or will obtain all necessary rights and appropriate consents or authorizations to allow Thomson Reuters to perform and improve the Services as permitted under these Product Specific Terms. Customer hereby represents that Customer has or will obtain all necessary rights and appropriate consents so that Thomson Reuters may retain and use certain Customer data as may be required by law or otherwise for Thomson Reuters administrative and business purposes, which may include testing, improving and developing the products and services' functionality, as well as statistical analysis of such data. Customer acknowledges that this authorization to support Customer in using the Thomson Reuters products and services may result in Customer's Clients' tax return information being disclosed or used by support personnel located outside the United States. Personally Identifiable Information will not be disclosed to third parties (i.e., non-Affiliates) located outside of the United States except for data submitted by Customer to Thomson Reuters for Outsource offshore and/or 1040SCANverify Offshore services.

4.4 During the Agreement and after any expiration or termination, Thomson Reuters and its Affiliates may create and use Derivative Information solely for Thomson Reuters or its Affiliates' business purposes without a duty of accounting to Customer, such purposes including, but not limited to, (a) creating, testing, training, and informing algorithms, machine-learning and product automation; (b) creating, training, and testing machine-learning models for tax preparation and verification automation and quality detection; and (c) developing, creating, extracting, compiling, synthesizing, analyzing and commercializing statistics, analytics, metrics, reports, benchmarks, measures and other information; and (d) improving or developing trained models, products or services.

4.5 Where applicable, Customer shall ensure that, in accordance with applicable law, all Client Data processed by Thomson Reuters on behalf of Customer shall originate from individuals or entities to whom Customer has provided required notice of Customer privacy practices and from whom Customer has received appropriate consent to the collection, access, use, maintenance, and/or disclosure of the Client Data specifically to Thomson Reuters. Unless otherwise agreed in writing by Thomson Reuters and Customer, the appropriate type of consent shall be express ("opt-in") consent.

4.6 Thomson Reuters employees and independent contractors who have access to Customer Data through 1040ScanVerify (offshore and onshore), Outsource onshore, or Outsource offshore product (all together "Qualified Products") are assigned to work at Thomson Reuters service centers. As determined in our sole discretion, due to circumstances beyond the reasonable control of Thomson Reuters, certain personnel who will have access to Customer Data within those Qualified Products may perform the Services via a "work from home" arrangement rather than in the service centers. Thomson Reuters will shift the Services back to its service centers as soon as reasonably practicable. Under such circumstances, Thomson Reuters standard security policies will apply.

5. CUSTOMER ADDITIONAL REPRESENTATIONS AND WARRANTIES

5.1 Customer represents and warrants to Thomson Reuters that Customer has all necessary authority and licenses for Thomson Reuters or its Affiliates to use Customer-selected third-party software to provide the Services. Customer represents and warrants that all information Customer and its Clients provide to Thomson Reuters in connection with the Services is accurate, current, and complete. Customer agrees not to misrepresent the identity or account information of Customer or its users. Customer agrees to keep account information secure, up to date and accurate. Customer represents that Customer is a legal owner, or an authorized user, of the accounts at third-party sites which Customer includes or access through the Services, and that Customer has the authority to (a) designate Thomson Reuters and its Service Providers as Customer's agent for such purpose, (b) use the Services, and (c) provide Thomson Reuters and its Service Providers the login credentials and all other information Customer or its Clients provide. Customer represents and warrants that the provision and use of any data, communication or other content provided by Customer via the Software or Services does not and will not (x) violate any copyrights, trade secrets or other proprietary rights of any third



party or create any liability to any third party; (y) contain any matter that is defamatory or which may cause injury or result in damage to a third party; and, (z) contain any matter that is false, deceptive, threatening, abusive, or obscene. Customer acknowledges that any breach of such representations and warranties is a material breach of the Agreement.