

2025 Drake Software License and Non-Disclosure Agreement

This 2025 DRAKE SOFTWARE LICENSE AND NON-DISCLOSURE AGREEMENT ("Agreement") is between Drake Software, LLC ("Drake") and Licensee (as defined below).

PLEASE READ THIS CAREFULLY. This Agreement is effective immediately upon opening, installing or using the Software, whichever occurs first, and shall remain in force until terminated. Should this Agreement be terminated for any reason, including Drake's termination for Licensee's failure to comply with these terms and conditions, Licensee shall destroy or return to Drake the original and any copies of the Software, including partial copies, in any and all forms, with a written statement that such destruction or return of the Software has been accomplished or in the case of Web Based Application, shall immediately cease all use of the Software.

1. Definitions

- a. **Approved Banking Partner** – A provider of Bank Products which has been approved by Drake to offer Bank Products to Licensees of the Software.
- b. **Authorized User** – Any person at a Site whom Licensee has authorized to use the Software and has assumed responsibility for compliance with this Agreement.
- c. **Bank Products** – Tax refund related settlement products, also known as "financial products," including but not limited to refund transfers (also known as RACs, RTs, bonuses, etc.), refund advances, and any other products that involve a settlement of tax preparation or other fees from the proceeds of taxpayers' refunds and/or advance funds to taxpayer in anticipation of repayment from the proceeds of the tax refund.
- d. **Contact** – The designated individual representative of Licensee, authorized to act on behalf of Licensee in all matters relating to this Agreement. Such designation is made in writing to Drake either as part of the execution of this Agreement or by other methods that are prescribed and approved by Drake.
- e. **Desktop Application** – The Software installed on a personal computer or local area network, for example, Drake Tax 1040 and Drake Tax Pro.
- f. **EFIN** – Electronic Filing Identification Number assigned by the Internal Revenue Service ("IRS").
- g. **License Fee** – The license or subscription fee paid by Licensee for the use of the Software.
- h. **Licensee** – The individual or entity that has or is responsible for remittance of payment of the License Fee to Drake and is responsible for compliance with this Agreement.
- i. **Online Account** – The account of Licensee accessed via the web and hosted by Drake.
- j. **Site** – A fixed location that originates the electronic submission of Tax Returns.
- k. **Software** – The applications offered by Drake for the commercial preparation of Tax Returns, scanning and storing documents, electronic filing of Tax Returns and processing of Bank Products. The Software includes without limitation the software embodied by the Desktop Application, Web Based Applications, and Trial Software. **Software, as used in this Agreement,**

refers to tax year 2025 Software only and does not apply to other versions of the software, which shall be governed by the applicable tax year license.

- l. **Tax Returns** – The federal and state individual and business tax return forms offered through the Software for calculating and reporting tax information to the IRS, state(s) and other tax agencies.
- m. **Taxpayer Data** – Any information that is obtained by Licensee or used by Licensee in the preparation of a Tax Return.
- n. **Trial Software** – A version of the Software, which is not for commercial purposes, but for the sole purpose of evaluating the prospect of licensing the Software.
- o. **Web Based Applications** – A version of the Software including Drake Tax Online, accessed online via a web browser as further described in Section 10 below.

2. Grant of License

The Software is a proprietary product of Drake. It is licensed, not sold, and is licensed only on the condition that Licensee agrees to the terms and conditions of this Agreement. In consideration of and upon receipt of payment of the License Fee by Licensee, Drake grants to Licensee a non-exclusive, non-transferable, limited license to use the Software and any associated manuals and/or documentation subject to the terms and conditions of this Agreement. Drake reserves the right to limit use of the license to the United States of America. This license grants Licensee no right to sub-license or in any way provide the Software to a third party. Unless expressly authorized by Drake in writing, reselling, charging separate fees for the Software, or representing the authorization to sell or license the Software on behalf of Drake is strictly prohibited.

3. Conditions

- a. **Installation Limitations** – A separate licensed copy of the Software must be purchased for each EFIN that is used to log in and transmit Tax Returns. Except as expressly provided in Section 10, (i) Licensee shall limit the use of the Software to one Site per license and (ii) the Software must be registered to a particular Site and may only be used by Authorized Users primarily working out of such Site. Upon request, Licensee agrees to provide to Drake complete records of the location of any Site, and the number of copies of the Software in use at that Site. This Agreement specifically prohibits access of the Software remotely from non-licensed Sites, with all remote usage requiring an additional license and Authorized User for each remote location outside the Site.
- b. **Hosting** – Using a hosting service does not relieve Licensee of any of its obligations under this Agreement, unless specifically agreed to in writing by Drake. Installing, uploading or otherwise using the Software on a server with remote access, including the Internet, will require a separate license for each Site accessing the Software. Drake reserves the right to audit and approve any third-party hosting service for compliance with this Agreement.
- c. **Non-disclosure** – LICENSEE SHALL NOT PROVIDE OR DISCLOSE OR OTHERWISE MAKE AVAILABLE THE SOFTWARE, OR ANY PORTION THEREOF IN ANY FORM TO ANY THIRD PARTY. LICENSEE SHALL EXERCISE DUE CARE IN PROTECTING ALL OWNERSHIP RIGHTS AND TRADE SECRETS OF DRAKE. All pricing and other financial aspects of this Agreement are CONFIDENTIAL and may not be shared with any third party except with the express written consent of Drake.

- d. **Non-use of Drake Intellectual Property** – Without the prior written consent of Drake, which Drake may withhold in its sole discretion, Licensee may not use for marketing, advertising or any other purpose the names “Drake,” “Drake Software,” any derivative thereof, any trademark or logo of Drake or any affiliate, or any other Intellectual Property or property rights of Drake.
- e. **Restrictions on Use of Software** – The Software may be used only for the commercial preparation and electronic filing of Tax Returns and processing of Bank Products. ALL OTHER USES ARE EXPRESSLY PROHIBITED.
- f. **Geographic Restrictions** – Drake does not market the Software to individuals residing in the United Kingdom, Switzerland or European Economic Area (“EEA”) and the Software is not intended for use inside the United Kingdom, Switzerland and EEA. By using the Software, Licensee agrees not to collect data from individuals residing inside the United Kingdom, Switzerland or EEA and understands and agrees that any data or information transferred to Drake will be processed and stored in the United States and subject to United States law.
- g. **Updates** – Drake may notify Licensee of any enhancements or updates released by Drake for the Software licensed hereunder. Any such updates shall be subject to the terms of this Agreement and any other Drake terms, conditions and charges. **ONLY REGISTERED LICENSEES WILL BE OFFERED ANY SUCH UPDATES.** These updates will be provided via the Internet to Licensee through October 15, 2026. **Drake reserves the right to require Licensee to download and install updates to the Software. If Licensee does not comply with this requirement, Drake may, in its sole discretion, take any action Drake deems appropriate, including limiting or terminating Licensee's use of the Software until updates are installed.**
- h. **Intellectual Property Ownership** – The Software and various trademarks, service marks and trade names (“Intellectual Property”) are the sole and exclusive property of Drake, and may be protected by copyright, trade secret and other intellectual property laws. Any use of Drake's Intellectual Property without Drake's express written consent is prohibited.

4. Licensee Responsibilities

- a. Licensee understands and agrees that all decisions regarding the tax treatment of items reflected on Tax Returns prepared by Licensee using the Software are made solely by Licensee and that use of the Software does not relieve Licensee of responsibility for the preparation, accuracy, content, and review of such Tax Returns.
- b. Licensee acknowledges that Licensee does not rely upon Drake for advice regarding the appropriate tax treatment of items reflected on Tax Returns prepared and/or processed using the Software. Licensee will review any computations made by the Software and satisfy Licensee that those computations and reporting are correct.
- c. Licensee is responsible for the keying of all information accurately into the Software, including but not limited to direct deposit information as it pertains to taxpayers' data for receiving refunds.
- d. Licensee agrees to abide by and comply with all applicable regulations and laws (including, but not limited to, IRS regulations and publications) which pertain to the commercial preparation and electronic filing of Tax Returns, as well as their disclosure and use. **It is a violation of this Agreement AND applicable law for Licensee to falsely indicate to Drake that Licensee has obtained taxpayer's Internal Revenue Code Section 7216 compliant “Consent to Disclose” or “Consent to Use” Taxpayer Data. Such violation will be grounds for immediate termination of**

this Agreement.

- e. Licensee agrees not to use the Software or any of Drake's services for any illegal, fraudulent or otherwise improper purpose. This may include, but is not limited to, misrepresenting taxpayer information, falsely representing identities, activities that may circumvent security measures, technical or regulatory requirements or other IRS or State non-compliant activities. If it is determined, in Drake's sole discretion, Licensee is non-compliant with this Section 4(e), or Licensee has attempted to misrepresent, mislead or otherwise provide false representation(s) as to its compliance with this or any other provision of this Agreement, Licensee shall forfeit all rights to use the Software or services of Drake provided in this Agreement, including but not limited to, any rights to refunds of any monies paid to Drake.
- f. Licensee acknowledges and agrees that (i) it is Licensee's responsibility to implement and maintain appropriate security measures and promptly notify Drake of any compromise that may impact the Software, (ii) if Drake reasonably determines that Licensee has been exposed to a data breach, ransomware attack, or other security event that Drake (A) may immediately, and without notice, restrict, suspend, or terminate the license and/or this Agreement, in whole or in part, and (B) prior to restoring a license and/or Agreement impacted by (A) above, may require Licensee to provide a written attestation, reasonably acceptable to Drake, certifying that the underlying cause has been resolved along with the remedial steps taken, and (C) shall not be liable for any resulting costs, damages, or losses, of any kind, incurred by Licensee flowing from the data breach, ransomware attack, or other security event and/or Drake's response thereto.
- g. Licensee is solely responsible for the backup and retention of all data, including all Taxpayer Data.
- h. Licensee agrees to provide Drake a copy of Licensee's completed E-File Application Summary, or other documentation required by Drake regarding ownership of an EFIN used with the Software by Licensee, prior to using the electronic filing services of Drake. Licensee (i) understands that in order to use the electronic filing services of Drake or the IRS that a valid EFIN must be obtained and maintained as current from the IRS and (ii) represents and warrants that it will maintain a valid EFIN while accessing and using the Software.
- i. Licensee shall be responsible for acquiring and maintaining an information technology infrastructure with sufficient capabilities to operate the Software and comply with all provisions of this Agreement.
- j. Licensee shall not decompile, reverse assemble, or reverse engineer any Software or other information disclosed to Licensee hereunder.
- k. Licensee shall be responsible for complying with all export controls relating to the Software.
- l. Licensee shall be responsible to safeguard and prevent unauthorized access to Taxpayer Data. Licensee shall be responsible to secure usernames and passwords that allow access to Taxpayer Data and will promptly notify Drake of any unauthorized use or if such usernames or passwords are lost or stolen.
- m. Licensee acknowledges that by using a computer system and the Software to prepare and transmit Tax Returns electronically, Licensee consents to the disclosure of all information relating to its use of the computer system and the Software to generate Tax Returns and to the electronic transmission of Tax Returns to the state and/or federal agency as applicable under existing law.
- n. Licensee acknowledges and consents to Drake's collection through use of the Software of non-Tax Return related data and information, including IP address, device and system identifications,

and other information required by Drake for its internal business purposes, fraud prevention, data privacy, and maintaining the security and integrity of the tax system and/or the Software.

5. Bank Products

- a. To the extent Licensee offers Bank Products to taxpayers, Licensee shall use an Approved Banking Partner to process all Bank Products for taxpayers served by Licensee Sites and will comply with all terms of [Drake's Bank Products Enrollment Agreement](#) and the Approved Banking Partner's terms and conditions applicable to Licensee, with such terms incorporated into this Agreement by reference. PLEASE NOTE: TRANSMITTING TAX RETURNS NOT IN COMPLIANCE WITH THIS SECTION 5 WILL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS AGREEMENT AND MAY REPRESENT A VIOLATION OF SECTION 4(E) FOR NON-IRS OR STATE COMPLIANT ACTIVITY AND CIRCUMVENTING SECURITY MEASURES. Drake reserves the right to charge Licensee additional fees for any Bank Products processed not in compliance with this Agreement.
- b. Licensee understands and agrees that fees may be charged by Drake and the Approved Banking Partner for Tax Returns processed with Bank Products. Fees may be withheld for each funded Bank Product, and deducted from the proceeds due to the taxpayer. These fees are subject to change without notice and are more fully described in the [Bank Products Enrollment Agreement](#). Licensee agrees to obtain proper approval from the taxpayer for withholding all applicable fees from the proceeds of the taxpayer's refund. Licensee understands and agrees that Bank Product availability, related software pricing and fees may vary by state and are subject to change in accordance with regulatory requirements, at Drake's sole determination.

6. Term and Termination

- a. The license granted under this Agreement is for tax year 2025 only. The ability to electronically file Tax Returns, access to web sites and other web-based products related to the Software will expire on December 31, 2026, except as otherwise set forth herein. Drake may, at its discretion, allow Licensee to access its data within the Software for an additional thirty (30) days after expiration, upon written request from Licensee.
- b. **Extension of Term.** Notwithstanding the above, if Licensee purchases a license for tax year 2026, this Agreement, as it applies to the tax year 2025 Software only, will be extended for an additional year, subject to Licensee's compliance with this Agreement and the tax year 2026 License Agreement. Licensee acknowledges that use of the Software after October 15, 2026 may be subject to limitations in functionality or additional requirements, in Drake's sole discretion.
- c. **Termination for Cause.** Drake may terminate Licensee's rights under this Agreement immediately and without notice if Licensee fails to comply with any term or condition, including but not limited to, use of unauthorized Bank Products or other misuse of the Software. If terminated for cause, the license granted pursuant to this Agreement will immediately cease and Licensee shall promptly uninstall the Software from all computer(s) and/or networks, return the Software to Drake and destroy all backup copies.
- d. **Other Termination.** Drake, in its sole discretion, may terminate this Agreement or suspend or otherwise limit the use of the Software by and including, but not limited to, suspending electronic filing of Tax Returns by Licensee upon (i) breach of any of Licensee's obligations under

this Agreement, including but not limited to the commission or alleged commission of fraud or violation of laws or regulations, which may in Drake's sole discretion compromise the integrity and reputation of the IRS E-file program and/or Drake; (ii) Licensee or any party affiliated with Licensee becoming the subject(s) of an investigation or legal action by any regulatory authority, or at the direction of any governmental agency, legal authority or court order; and/or (iii) Licensee or any party affiliated with Licensee violating professional conduct, including but not limited to abuse, harassment, and/or profanity to Drake, its employees or contractors.

- e. Drake reserves the right to limit or deny Licensee access to the Software and features of the Software, including electronic filing of Tax Returns, processing of Bank Products or other functionality, if Drake determines in Drake's sole discretion, that Licensee has violated any provision of this Agreement or transmissions or communications originating from or affiliated in any way with Licensee are potentially fraudulent data or represent fraudulent activity, or may have been affected by malware, denial-of-service attacks, originate from an insufficiently secure environment or similar security or system failures, or are otherwise compromised or could represent data or transmissions which could put at risk Drake's security, Drake's participation in the IRS E-File program, Drake's relationships with third party program providers, or the availability of Drake's websites, computer systems, web services or the Software.
- f. This Agreement applies only to the tax year 2025 version of the Software and DOES NOT constitute an offer or in any way guarantee the availability, now or ever, of any other Drake products or versions to Licensee.
- g. **Support** – All support services are governed by this Agreement and Drake's Support Services Disclosure, available at <https://www.drakesoftware.com/teamviewer> and incorporated into this Agreement. Drake reserves the right to limit support to the current tax year's Software, and to current Licensees.

7. Representations of Licensee

- a. Licensee will use the Software solely for the purposes in Section 1(k) in accordance with the terms and conditions of this Agreement. Any other use of the Software is EXPRESSLY PROHIBITED.
- b. Licensee will comply with all federal, state and other applicable laws, rules, and regulations.
- c. Licensee represents to Drake that the information provided to Drake by Licensee concerning the EFIN, firm name, owner name, Contact, phone number, address, and all other identifying information of Licensee is correct and accurate. Any changes to this information must be provided to Drake in writing within thirty (30) days of changing.
- d. Licensee represents to Drake that it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement.
- e. Licensee represents to Drake that it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization.
- f. Licensee shall not upload or otherwise transmit any software or other technology which permits unauthorized access or disables, destroys, or otherwise harms the Software or any property of Drake.
- g. Licensee shall implement reasonable and appropriate safeguards to protect Taxpayer Data

against unauthorized access. Licensee shall be responsible to secure usernames and passwords that allow access to Taxpayer Data.

- h. Licensee agrees to comply with all system requirements as posted:

For Desktop Application at: <https://www.drakesoftware.com/pdf/sysreq2025.pdf>;

For Web Based Applications at: <http://www.drakesoftware.com/pdf/dtosysreq2025.pdf>

- i. Licensee agrees to notify Drake (in accordance with Section 25 below) within two (2) business days if any one of the foregoing representations is breached or no longer valid or applicable.

8. Right to Change and Modify Software

Drake may in its discretion change any feature or aspect of the Software or services provided without prior notice to Licensee.

9. Trial Software

If Licensee is using the Trial Software, all provisions of this Agreement will apply, except as modified by this Section. The Trial Software will have certain limitations, including but not limited to the inability to electronically file, produce or process live Tax Returns. It is to be used for evaluation purposes only, and not for commercial purposes. To use the Software for commercial purposes, Licensee must purchase a valid license for the fully functional Software.

10. Web Based Applications

- a. In consideration of and upon receipt of payment of the License Fee by Licensee, which includes User Access for a single User, and subject to the term and conditions set forth in this Section 10, Drake grants to Licensee a non-exclusive, non-transferable, limited license to use the Web Based Application at such time as it is generally available, solely as permitted by this Agreement and any other applicable terms as described herein.
- b. Web Based Applications purchased on a "return" basis ("Subscription License") ARE NOT subject to the Site restrictions set forth in Section 3.
- c. Web Based Applications purchased per Site ("Site License") ARE subject to the Site restrictions set forth in Section 3.
- d. This Agreement does not grant Licensee access to Drake's Software, data, or property other than for the purposes of using the applicable Web Based Application.
- e. Licensee acknowledges and accepts the terms and conditions of this Agreement by using the Web Based Applications.
- f. The License may be renewed at any time once the opportunity to renew is made available by Drake and prior to December 31, 2026 subject to the payment of the then current License Fee (each a "Renewal"). Such Renewal includes User Access for a single user, preparation and filing of 2026 Tax Returns, and preparation and filing of prior year Tax Returns ("Prior Year Access"); provided that Licensee has licensed and paid for such Prior Year Access. Such Prior Year Access will be subject to and governed by the applicable Drake Software License and Non-Disclosure Agreement. For example, if Licensee purchased access to the Web Based Application for tax year 2025 and renews access for tax year 2026, such Renewal shall include access to the Web Based Application for filing tax year 2025 Tax Returns for an additional year; provided that such access

for filing tax year 2025 Tax Returns will be governed by this Agreement while the access for tax year 2026 will be subject to the 2026 Drake Software License and Non-Disclosure Agreement. However, if Licensee purchases access to the Web Based Application for tax year 2026 but has not purchased access for tax year 2025, such access will be limited to tax year 2026.

- g. If Licensee does not renew its License as described above, Drake may immediately revoke access to the Web Based Application and shall have no obligation to store or provide access to Licensee's data, including Taxpayer Data in the Web Based Application ("User Data"). **LICENSEE SHOULD ENSURE THAT ALL USER DATA HAS BEEN DOWNLOADED OR RETRIEVED PRIOR TO SUCH EXPIRATION OR TERMINATION. FAILURE TO DO SO MAY RESULT IN A LOSS OF SUCH USER DATA.** Notwithstanding the above, Drake may extend the time to retrieve User Data or reactivate the License, at Drake's sole discretion, upon written request by Licensee in accordance with Section 6(a) above. However additional fees may apply.
- h. User Access to the Web Based Applications. Access to the Web Based Application ("User Access") is subject to payment of an annual user access fee ("User Access Fee") per User as set forth in Exhibit A. User Access for a single User is included with purchase of the Software License; User Access for additional users ("Additional Users") can be purchased on a per user basis. User Access Fees are charged on an annual basis and are not prorated. User Access Fees for Additional Users are in addition to the License Fee. Unless renewed as set forth in subsection 10. f. above, User Access to the Web Based Application will expire on December 31, 2026. User Access may be renewed at any time once the opportunity to renew is made available by Drake and prior to December 31, 2026 subject to the payment of the then current User Access Fee (each a "Renewal"). Such Renewal includes User Access for preparation and filing 2026 Tax Returns and applicable Prior Year Access as described in Section 10.f.
- i. If Licensee does not renew User Access for its Additional Users, Drake may immediately revoke those Additional Users' access to the Web Based Application.
- j. Drake reserves the right to place additional limitations on the Web Based Applications, including limiting access to the 1040 series, 1120-S series, and 1065 series of forms.
- k. Unless licensed or purchased separately, licensing the Web Based Applications does not grant to Licensee the right to use any other Drake products, including the Desktop Applications.
- l. Licensee agrees not to provide access to the Web Based Applications to any party other than Authorized Users under Licensee's Online Account.
- m. Licensee must maintain the confidentiality of all user names, IDs and passwords ("User Credentials") for the Web Based Applications. Only Authorized Users are authorized to use the User Credentials associated with such Authorized User, and no Authorized Users shall permit or allow other people to have access to or use the same. Licensee is responsible for all actions, access and charges incurred under such User Credentials, including any actions taken by any Authorized User.
- n. Licensee is responsible for providing, at its expense, all connections and equipment necessary to access the Web Based Applications.
- o. The availability of the Web Based Applications may be subject to interruption and delay.

11. Upgrade Options

- a. Prior to the initial release of the applicable tax year software (typically around the first week of December), Licensee may upgrade by purchasing the new Software application license.

- b. If Licensee is using a Desktop Application version of the Software under the Pay Per Return (PPR) option, Licensee's upgrade options are as set forth in Exhibit B.
- c. Unlimited Desktop Application upgrade options are as set forth in Exhibit C.
- d. Drake may change the upgrade options and terms at any time. The upgrade options are not available for the Web-based Application. Changing from any package to a lower-priced package, such as changing from a Drake Tax Pro unlimited package to PPR or a multi-user version to a single-user version, is NOT ALLOWED.

12. Filing Services

- a. When using the Software, Licensee may choose to file Tax Returns electronically or by printing and manually filing the Tax Returns. If Licensee has not purchased a version of the Software that includes unlimited return filing, filing Tax Returns is subject to a separate pay-per-return ("PPR") charge in advance of preparing and either electronically filing or printing and manually filing a Tax Return in the form of a return unit ("Return Unit"). Return Units may be purchased, either on an individual basis or in bulk, throughout the tax season. Return Units will be active once Licensee downloads the Software, and available for e-file after e-filing capabilities are released in January 2026. Unused Return Units shall expire on December 31, 2028. Notwithstanding any indication in the Software to the contrary, purchased but unused Return Units have no monetary value, before or after their expiration.
- b. When filing returns electronically, Licensee's taxpayer clients' Tax Returns will be forwarded to Drake's electronic filing center, where it will be converted to and stored in a standardized format and then transmitted to the applicable federal or state taxing authority. Drake does not guarantee that the taxing authority will accept Tax Returns due to circumstances beyond Drake's control (including but not limited to incorrect taxpayer or Licensee information, malfunction of the taxing authority's system, etc.). Licensee is responsible for verifying the status of all Tax Returns to confirm that they have been received and accepted by the applicable taxing authority and, if necessary, for printing and filing the returns manually. The IRS requires Drake to notify it in connection with the electronic filing of Licensee's taxpayer clients' Tax Returns of the internet protocol address of the computer from which the return originated and whether the email address of the person electronically filing the return has been collected and other fraud elements, as required by the IRS and/or State agency. By using the Software to prepare and submit Tax Returns, Licensee consents to the disclosure to the IRS and any other tax or revenue authority of all information pertaining to Licensee's use of the Software.

13. Refunds

- a. Please see the Drake Refund Policy at <https://www.drakesoftware.com/refundpolicy.pdf>

14. Taxes and Fees

- a. Licensee agrees to pay the License Fee prior to receiving, installing or commercially using the Software, unless other payment arrangements are made, and agreed to in writing by Drake.
- b. Licensee grants to Drake an irrevocable right to offset unpaid License Fees or taxes owed by Licensee with any and all fees collected by Drake remittable to Licensee. If Licensee does not

comply with all terms of this Agreement, including payment of fees in a manner prescribed by Drake, Drake reserves the right to immediately cease offering all services and products to Licensee, including access to databases, e-filing systems and Software updates.

- c. All sales, use and other taxes are the responsibility of Licensee, and Licensee agrees that Drake may, at its sole discretion, charge and collect applicable taxes and fees as part of the purchase.
- d. Applicable taxes are calculated on a product basis and are subject to variables determined by Drake, including Licensee's shipping address and Licensee potentially providing a tax-exempt certificate to Drake.

15. Privacy Notice and Terms of Service; Compliance with Laws

- a. Drake's collection and use of Licensee's data is governed by Drake's [Privacy Notice](#). By using the Software, Licensee agrees to the terms and conditions of Drake's [Privacy Notice](#) and [Terms of Service](#), which are available on its website(s) and are subject to change. All notice of changes to Drake's [Privacy Notice](#) and [Terms of Service](#) will be provided by posting revisions on the applicable Drake website. Drake may disclose Licensee's data to tax authorities and third-party service providers in connection with the services it provides to Licensee, subject to applicable laws and regulations, including Internal Revenue Code Section 7216. In addition, Drake may disclose Licensee's data to tax authorities and third parties for purposes related to detecting or reporting suspicious or fraudulent Tax Returns and/or fraudulent activity. Licensee understands that any suspected illegal or fraudulent activity will be reported to the appropriate governmental or law enforcement authorities. Licensee acknowledges that Drake retains the right to take whatever steps necessary, as determined in Drake's sole discretion, to comply with applicable laws and regulations, including those relating to data security and privacy.
- b. California Consumer Privacy Act / California Privacy Rights Act: To the extent that the California Consumer Privacy Act and California Privacy Rights Act, as amended (Cal. Civ. Code §§ 1798.100 et seq.) ("CCPA") is applicable to Licensee, the parties agree that Drake qualifies as a "Business," that data is shared with "Service Providers" for a "Business purpose" (as defined under Cal. Civ. Code §§ 1798.140), which is to deliver the Software and related services and products to Licensee, and that such sharing of data is done so in compliance with the CCPA. To the extent that the CCPA is applicable to Licensee's taxpayer clients and Licensee qualifies as a "Business" under the CCPA, the parties agree that Drake is a "Service Provider." Licensee represents, warrants and covenants that all "Personal Information" (as defined under the CCPA or applicable data privacy laws) of Licensee's taxpayer clients provided to Drake or otherwise made available to Drake through the Software and related services and products is done so in compliance with applicable laws, and that Licensee has provided all notices and consents, and otherwise has all necessary and appropriate authorization for Drake to use such "Personal Information" to provide Licensee the Software and related services and products in accordance with this Agreement. To learn more about privacy rights available to California consumers, please refer to Drake's [Privacy Notice](#).
- c. Depending on the state in which you or your clients reside, the laws in such state may provide additional rights regarding our collection and use of personal information. Both Licensee and Drake will comply with privacy laws of the relevant state or states and will provide each other with commercially reasonably requested assistance to enable the requestor to comply with and fulfill its own obligations thereunder.

16. Indemnification of Drake

Licensee hereby agrees to indemnify, defend, and hold Drake harmless from and against any and all liabilities, losses, costs, expenses, damages, and deficiencies, including, without limitation, court costs and reasonable attorney fees, which directly or indirectly arise out of, result from or relate to (i) the operations of Licensee, any and all accounts payable of Licensee, and any and all taxes levied or incurred, whether payable to a federal, state, local or other governmental authority; (ii) any breach by Licensee of any of its representations, warranties, or covenants contained in this Agreement; (iii) all claims, actions or legal proceedings by a third party relating to the Agreement or Licensee's use of the Software or the results thereof, including proceedings related to collection and enforcement; (iv) any Taxpayer Data or other data provided by Licensee to Drake or any harmful software transmitted by Licensee or on behalf of Licensee; and (v) unauthorized access to Taxpayer Data or other confidential data attributable to the acts or inaction or omissions of Licensee. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17. Indemnification of Licensee

- a. Drake hereby agrees to indemnify and hold Licensee harmless from and against any and all liabilities, losses, costs, expenses, and damages during the term of this Agreement, including, without limitation, court costs and reasonable attorney fees, that arise out of, result from or relate to all third-party claims, actions or legal proceedings that Drake's intellectual property or Software infringes or misappropriates such third party's intellectual property rights. Licensee agrees to notify Drake of such claims in writing within thirty (30) days of becoming aware of said claim.
- b. If such a claim is made or appears possible, Licensee agrees to permit Drake, at Drake's expense, to (i) modify or replace the Software, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Licensee to continue use. If neither of these alternatives are commercially reasonable, Drake may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee. For Desktop Applications, upon Licensee's de-installation and return of all copies of the Software to Drake, Drake shall refund or credit to Licensee any License Fee paid in respect of the Software that Licensee cannot reasonably use as intended under this Agreement. For Web Based Applications, Drake shall, notify Licensee, and, if feasible and permissible, Licensee shall have thirty (30) days to retrieve its User Data from the Web Based Application before Drake terminates access to the Web Based Application. Once Drake terminates access, Drake shall refund or credit to Licensee any Licensee Fee and User Access Fee paid in respect of the Software that Licensee cannot reasonably use as intended under this Agreement.

18. Representations and Warranties of Drake and Limitation of Liability

- a. Drake represents and warrants that through October 15, 2026 (the "Warranty Period"), it has the authority and right to grant Licensee use of the Software as described in this Agreement. During the Warranty Period, Licensee shall promptly notify Drake in writing of any claimed program error or deficiency in the Software that prohibits or significantly impairs Licensee's use

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While accessing and/or using the Software, Licensee shall maintain policies of the types and with the coverage amounts that it deems commercially reasonable for Licensee's operations. Such policies shall include Drake as an additional insured.

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This Agreement has been entered into and shall be governed, construed, and interpreted pursuant to and in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles. Any actions that are not subject to mandatory arbitration or disputes over the arbitrability of any matter shall be brought in either the state court for the county of Macon, or federal court in the Western District, North Carolina.

Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance or interpretation thereof, other than a claim by Drake for injunctive or other equitable relief, shall be resolved through binding arbitration before a single neutral arbitrator that is mutually acceptable to the parties in accordance with then existing Commercial Arbitration Rules of the American Arbitration

Association. Arbitrators shall be persons experienced in software related issues. Such arbitration shall take place in the City of Franklin, County of Macon, State of North Carolina. Any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

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All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing (which includes email) and addressed to Drake Software at the following address:

Attn: Legal Department
Drake Software, LLC
111 Technology Drive
Franklin, NC 28734
legal@drakesoftware.com

Notices will be considered as properly received by Drake: (i) when delivered, if delivered in person; (ii) one business day after dispatch, if dispatched by an overnight delivery service that provides signed acknowledgment of receipt; (iii) three business days after deposit in the United States mail, if sent by certified or registered first class mail, postage prepaid, return receipt requested; or (iv) as of the date on the email header for email. Licensee may change its address by providing written notice to Drake.

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- b. In no event shall Drake be liable or responsible to Licensee for any failure or delay in performing any term of this Agreement when such failure or delay is caused by circumstances beyond its reasonable control.
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- d. Drake may assign this Agreement without prior notice to Licensee. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement without Drake's prior written consent. Any purported assignment, delegation, or transfer in violation of this Section 26(d) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
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Exhibit A
User Access Fees for Web Based Applications

User	User Access Fee
First User	Included with Drake Tax Online license*
Additional Users	\$99/user*

*Prices subject to change at Drake's discretion.

Exhibit B
Options to Upgrade from PPR

If Licensee is using the Software under the PPR option and desires to upgrade, Licensee agrees to pay the License Fee specified by Drake for the initial PPR Software license, which may include a stated number and type of Tax Returns, and for each ADDITIONAL Tax Return activated by Licensee. Licensee may upgrade to Drake Tax 1040 or Drake Tax Pro at any time by paying, in addition to the initial PPR License Fee already paid, the maximum retail License Fee for the requested Desktop Application - Drake Tax 1040 or Drake Tax Pro, less amounts previously paid for ADDITIONAL Tax Returns activated. Licensee will be prompted to upgrade to Drake Tax Pro Multi-User through the Software when Licensee's total amount spent solely on activating ADDITIONAL Tax Returns equals or surpasses the maximum retail License Fee for Drake Tax Pro Multi-User.

Exhibit C
Options for Unlimited Software Upgrades (Post Preseason Release)

User Upgrade	Upgrade Fee
1040 Single User to 1040 Multi-User	\$200
Pro Single User to Pro Multi-User	\$350
Product Update	Upgrade Fee
1040 Single User to Pro Single User*	\$400
1040 Multi-User to Pro Multi-User*	\$550
Combo Upgrade	Upgrade Fee
1040 Single User to Pro Multi-User	\$750

*Amounts spent on purchasing PPR business returns do not reduce the upgrade fee.