

BLOOMBERG TAX LICENSE AGREEMENT

This Bloomberg Tax License Agreement is between THE BUREAU OF NATIONAL AFFAIRS, INC. (including its Bloomberg Tax & Accounting division), 1801 S. Bell Street, Arlington, VA 22202 (referred to as “Bloomberg Tax”) and Customer.

1. License. Bloomberg Tax hereby grants to Customer a non-exclusive, non-transferable, limited license to install, access and/or use, as applicable, one or more Bloomberg Tax products, including software programs, applications, and/or any associated software modules and documentation, and any updates thereto, as described below and in the applicable Bloomberg Tax Order Form(s) or renewal invoice (individually and collectively, “Order Form”), the terms of which are incorporated herein (collectively, “Software”). Customer agrees to keep the terms of this Agreement confidential and agrees to not disclose, either directly or indirectly, such terms.
 - a) Web Products. Bloomberg Tax Web-based products may be accessed only by Users as permitted under the applicable Order Form. Each individual that is granted access to a Web Product during the applicable Term of an Order Form shall count as a User, with the exception that, upon termination of an employment or contracting relationship with any User, Customer may transfer the applicable license to a new User.
 - b) Installed Products. Bloomberg Tax Installed products may be installed and accessed as follows:
 - i) Base Workstation License. The Base Workstation License allows Customer to install the Software on a single designated computer at a single location. A separate Base Workstation License must be purchased for each additional location. One or more Additional Workstation Licenses also may be required.
 - ii) Additional Workstation Licenses. An Additional Workstation License must be purchased for each additional computer, server, or User accessing the Software, regardless of whether the Software is installed on a single computer or accessed through a network server. If Customer has purchased a Base Workstation License and one or more Additional Workstation Licenses, the Software may be (A) installed on multiple designated computers (at a single location), or (B) installed on a network server for access by multiple designated computers or Users (at a single location). Concurrent use is not permitted.
 - c) With respect to all Bloomberg Tax products, the number of locations, computers, servers, and/or Users accessing the Software may not exceed the maximum number, if any, specified on the applicable Order Form or renewal invoice.
2. Authorized Users. The Software may be accessed only by individuals licensed under an Order Form during the term of such Order form (“User”). Users must be (a) Customer’s employees, or (b) temporary staff or contractors (limited to the period of engagement and for the sole purpose of providing services to Customer). Access and use by any other third party is not permitted. Customer will provide to Bloomberg Tax, upon request, the names and, solely with respect to any location-specific licenses, the business addresses of each User.
3. Fees and Payment. Bloomberg Tax will send all Customer invoices to a single designated billing address. If Customer upgrades a License (e.g., increases the number of computers, locations, assets or users, as applicable), Bloomberg Tax will invoice Customer for additional fees at the prices in effect at the time of the upgrade, as set forth on an Order Form signed by Customer. Fees do not include applicable taxes which will be included on the invoice. Unless Customer provides Bloomberg Tax with a valid signed tax exemption certificate applicable to the Software’s ship-to locations, Customer agrees to pay sales and other applicable taxes on the license(s) (excluding taxes based on Bloomberg Tax’s income). Payment is due upon Customer’s receipt of an invoice. After

thirty (30) days, Bloomberg Tax may assess interest on all outstanding balances at a rate of 1% per month or the highest lawful interest rate, whichever is less. Bloomberg Tax reserves the right to revise fees for each product at the end of the applicable Order Form Term and will use reasonable efforts to notify Customer prior to such date, provided that notification by email shall be sufficient. Bloomberg Tax reserves the right to immediately terminate Customer's access to the Software, without further notice, if Bloomberg Tax does not receive payment within sixty (60) days after the invoice date. Customer is responsible for purchasing any hardware, equipment, or software that may be necessary to access or use the Software.

4. Copyright. Each Product contains proprietary content and/or software protected by copyright and other similar laws. Bloomberg Tax and its licensors retain all rights in the Products, including (without limitation) all copyright and other proprietary rights worldwide in all media.
5. Restrictions. In no event may Customer copy, reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale) the Software or any portion thereof. Nor may Customer access, use, or exploit the Software or material retrieved from or contained in the Software other than in the ordinary course of Customer's internal business; store the Software in any information storage and retrieval system; distribute the information contained in the Software to any person who is not duly authorized to use or receive the Software; or decompile, disassemble, or otherwise reverse-engineer the Software. Unless permitted by the applicable Order Form(s), Customer may not place or install the Software on any electronic media, including, but not limited to, local or wide area networks or intranets, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server that is Internet-enabled. In no event may Customer access or use, or permit any third party to access or use, the Software (a) other than for Customer's internal business purposes or (b) to compete with the business of Bloomberg Tax or its affiliates. The restrictions contained herein shall also apply to the database structure of the software data files generated by the Software. For the avoidance of doubt, Customer is in no way restricted from retrieving and using, in the ordinary course of Customer's business, Customer's data files generated by unmodified use of the Software, whether or not such data files generated by the Software reflect the database structure of the Software.
6. Limited Warranty.
 - a) Bloomberg Tax represents and warrants that it has the right to make the Software available to Customer under this Agreement.
 - b) Bloomberg Tax warrants that when used in accordance with the help documentation available within the applicable Software product, describing the features and functionality, which may be updated from time to time, such Software will conform to such help documentation in all material respects during the term of the applicable Order Form. In the event of the Software's failure to so conform, Bloomberg Tax, at its sole option, will repair or replace said Software to the extent Bloomberg Tax shall deem reasonably necessary to restore the item to perform in accordance with the applicable specifications. In the event that Bloomberg Tax is unable to provide the remedy set forth above within a commercially reasonable period of time, Bloomberg Tax shall credit to Customer any pre-paid Software license fees, pro-rated based upon the period of time that Customer was unable to use such defective Software, and Customer's license to such software shall then cease. The foregoing warranty does not apply to Software to the extent such Software (including but not limited to data mappings or import templates) (i) has been modified by any party other than Bloomberg Tax, or without Bloomberg Tax's prior written consent; (ii) has been improperly installed by Customer or installed by anyone other than Bloomberg Tax or (iii) is used in a manner other than as authorized under this Agreement. The remedies set forth in this paragraph are Customer's sole and exclusive

remedies, and Bloomberg Tax's sole and exclusive liability, for the failure of the Software to conform to the specifications.

- c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL SOFTWARE IS PROVIDED TO CUSTOMER "AS IS." BLOOMBERG TAX AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RELATING IN ANY WAY TO THE USE OF THE SOFTWARE, ANY CONTENT CONTAINED THEREIN, AND ANY RESULTS GENERATED BY THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT COVERED BY BLOOMBERG TAX'S IP INDEMNITY OBLIGATIONS SET FORTH BELOW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD BLOOMBERG TAX AND ITS SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO ITS USE OF THE SOFTWARE, ANY CONTENT CONTAINED OR STORED THEREIN, AND ANY RESULTS GENERATED BY THE SOFTWARE.
7. Limitation of Liability. IN NO EVENT SHALL BLOOMBERG TAX, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUPPLIERS, AGENTS, OR REPRESENTATIVES BE LIABLE TO CUSTOMER, ANY USER, OR ANY OTHER PERSON FOR ANY, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THE USE OF THE SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER OR USERS. BLOOMBERG TAX'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE APPLICABLE SOFTWARE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT MAY CUSTOMER OR ANY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST BLOOMBERG TAX, ITS SUPPLIERS, OR ANY PERSON MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.
8. Term and Termination. Unless earlier terminated in accordance with the terms herein, this Agreement shall remain in effect during the applicable term(s) of the Order Form, which except as otherwise set forth within such Order Form (i) shall each be one year and (ii) shall automatically renew for successive one-year periods, unless either party elects not to renew by giving the other party not less than 30 days' prior written notice (the "Term"). Bloomberg Tax may terminate this Agreement or an applicable Order Form upon written notice to Customer if Customer materially breaches any provision of this Agreement, or otherwise upon 30 days written notice. Either party may terminate this Agreement if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business. The Order Forms shall terminate upon the termination of this Agreement, but the termination of any Order Form shall not itself terminate this Agreement. All obligations with respect to any money that was

accrued and owing prior to the effective date of any termination under this Agreement shall survive termination. Paragraphs 4, 5, 6, 7, 9, and 13 shall survive any termination of this Agreement and shall continue in full force and effect.

9. Indemnity. Bloomberg Tax will indemnify and hold Customer harmless and will defend or settle any claim, suit or proceeding brought against Customer that is based upon a claim that the content contained in the Software infringes a United States copyright or violates an intellectual or proprietary right protected by United States law ("Claim"), but only to the extent the Claim arises directly out of the use of the Software. Customer shall notify Bloomberg Tax in writing of any Claim within ten (10) calendar days after Customer first receives notice of the Claim (provided that Bloomberg Tax shall be relieved of the obligations of this section only to the extent it is prejudiced by Customer's failure to provide such timely notice), and Customer shall provide to Bloomberg Tax at no cost with such assistance and cooperation as Bloomberg Tax may reasonably request from time to time in connection with the defense of the Claim. Bloomberg Tax shall have sole control over any Claim (including without limitation the selection of counsel and the right to settle on behalf of Customer on any terms Bloomberg Tax deems desirable in the sole exercise of its discretion), provided that such settlement shall not admit fault or impose liability on the part of Customer in connection with such settled Claim without Customer's consent, which shall not be unreasonably withheld. Customer may, at its sole cost, retain separate counsel and participate in the defense or settlement negotiations. Bloomberg Tax shall pay actual damages and costs awarded against Customer (or payable by Customer pursuant to a settlement agreement) in connection with a Claim. If the Software or its use becomes subject of a Claim or its use is enjoined, or if in the opinion of Bloomberg Tax's legal counsel the Software is likely to become the subject of a Claim, Bloomberg Tax shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Software or obtain a license to continue using the Software. If in the opinion of Bloomberg Tax's legal counsel the Claim, injunction, or potential Claim cannot be resolved through reasonable modification or licensing, Bloomberg Tax, at its own election, may terminate the Agreement without penalty, and will refund to Customer on a pro rata basis any fees paid in advance by Customer to Bloomberg Tax. Bloomberg Tax shall have no obligation under this provision, if the Claim is based on a combination of material, content, products or software not provided by Bloomberg Tax. **THE FOREGOING CONSTITUTES BLOOMBERG TAX'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT. THE LIMITATIONS SET FORTH IN SECTIONS 6 AND 7 ABOVE SHALL NOT APPLY TO BLOOMBERG TAX'S INDEMNIFICATION OBLIGATIONS IN THIS PARAGRAPH.**
10. Discontinuation of Software. Bloomberg Tax reserves the right to suspend or discontinue the Software (or any portion thereof). Bloomberg Tax shall provide 90 days prior written notice (email sufficing) of any discontinuation of the Software, and shall provide a pro-rated refund or credit (at Customer's option) of any pre-paid amounts relating to the unused portion of the term. Bloomberg Tax shall not be liable to Customer or to any third party for any suspension or discontinuation of the Software.
11. Force Majeure. Bloomberg Tax shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, war (declared or undeclared), acts of terror, embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, Act of God, disease, or any cause beyond the control of such party. In such event, Bloomberg Tax shall use reasonable efforts to resume performance. This Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance not exceeding one (1) month and the parties shall proceed under this Agreement when the causes of such non-performance have ceased or have been eliminated.

12. Notices. Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, or a nationally recognized overnight courier service; effective upon receipt at the address stated below; and addressed as follows: If to Bloomberg Tax, to General Counsel, Bloomberg BNA, 1801 S. Bell Street, Arlington, VA 22202. If to Customer, to the designated billing contact and address.
13. Miscellaneous Provisions.
- a) No Waiver. Should Bloomberg Tax or any Customer fail to exercise or enforce any provision of this Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.
 - b) Choice of Law. This Agreement shall for all purposes be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its choice-of-law rules. The parties, and their successors and assigns, agree to submit to the jurisdiction of each of the federal and state courts located in Arlington County, Virginia, in connection with any matters arising out of or relating to this Agreement, and waive any objection to such venue, including forum non conveniens, sovereign immunity, Act of State or analogous doctrines.
 - c) Entire Agreement. Unless otherwise specified in the applicable Order Form, this Agreement which may be amended by Bloomberg Tax from time to time (such updated version being binding on Customer upon renewal of the applicable Order Form), constitutes the entire agreement between each Customer and Bloomberg Tax, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this Agreement.
 - d) Severability. If any provision of this Agreement is held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this Agreement. If the parties fail to negotiate a substitute provision, this Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.
 - e) Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this Agreement by Bloomberg Tax, including limited warranty, limitation of liability, confidentiality, and ownership, shall accrue to and are for the benefit of suppliers to the same extent as Bloomberg Tax. Except as expressly stated therein, nothing contained in this Agreement is intended to create third party beneficiaries thereof.
 - f) Each Party Acting Independently. Bloomberg Tax and each Customer agree that each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner or joint venturer of the other.
 - g) Amendment and Assignment. Except as otherwise expressly set forth herein neither this Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized representative of Bloomberg Tax and the Customer. Neither party may assign this Agreement or any rights or obligations created under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that either party may assign this Agreement without consent (i) to any subsidiary or affiliated company, (ii) to an entity succeeding to all or substantially all of its stock or assets, whether by merger or purchase, provided that such entity shall expressly assume all of Bloomberg Tax's obligations under the Agreement, or (iii) in the event Bloomberg Tax sells

or otherwise transfers the Software to a third party, provided further that any assignment not requiring consent is made to an assignee that (x) is solvent and reasonably capable of performing assignor's obligations hereunder; and (y) is not a direct competitor of the non-assigning party or its affiliates. Any unauthorized assignment or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

- h) Government Customers. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose technical data and/or computer databases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
- i) Headings and Cross-References. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.