

ACA TaxTrack Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this 25th day of October, 2022 (the "Execution Date")

BETWEEN:

AMCA Systems, LLC (the "Vendor")

And

OF THE FIRST PART

Baldwin-Whitehall School District (the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive, non-transferable, and non-sublicensable license (the "License") to use ACA TaxTrack (the "Software") for the tax year 2022 subject to the limitations and restrictions set forth herein. This License is valid for up to five related Federal Employer Identification Numbers. Additional licenses are necessary for each additional Federal Employer Identification Number over five used in connection with the Software. No additional rights are granted by this License, and any rights that are not expressly granted by this Agreement shall not be implied. No transfer of ownership of the Software is intended by this Agreement.
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Any rights that are not expressly granted by this Agreement shall not be implied. The License granted pursuant to this Agreement authorizes or permits only the actions and uses of the Software as defined herein. Except for the limited rights and License

expressly granted hereunder, no other license is granted, no other use is permitted, and Vendor retains all right, title and interest in and to the Software including all intellectual property rights such as, but not limited to, trademarks, technical information, copyrights, and the look and feel.

4. The Software will be accessed through a secure login and password and accessed through a third-party hosted environment. Licensee acknowledges that hosted environments can be inaccessible from time to time due to scheduled or unscheduled server outages and errors.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.
8. The purchase price of \$2,850USD (“License Fee”) paid by the Licensee will constitute the entire fee for the License and is the full consideration for this Agreement. This License Fee will cover the filing requirements for the 2022 tax year. Additional license fees will be due for each tax year after 2022. All data will be carried over from year to year provided the Software is used and consecutively licensed every year. To the extent that the license is not renewed for consecutive years, Vendor shall not be obligated to store or export any data.
9. The License Fee for ACA TaxTrack will cover the following functional requirements:
 - Employer imports demographics for all employees or former employees with reporting requirements from any payroll or HR system.
 - Employer sets up system defaults for coverage offers, enrollment options, and minimum premium costs.
 - Upon import, all offer coverage codes, minimum premium, and safe harbor codes are automatically updated for the entire year.
 - All new hires, terminations, COBRA events, are automatically coded in the months prior to and after hire or termination dates including customized waiting period defaults.
 - Import of health carrier enrollment files for self-insured reporting, if applicable.
 - Generate employee recipient copies directly from the application and either print/ mail in PDF or electronically send for mail processing (at extra cost, see below).

- Download and print detailed PDF or Excel reports to review and analyze reporting information.
 - E file all forms to the IRS including the 1094-C transmittal.
 - If the employer desires, the vendor can mail each tax form to the recipients at an additional cost of \$1.60 per form.
10. The Vendor warrants and represents that it owns the Software and has the right to enter into this Agreement. Licensee warrants and represents that it has the right to enter into this Agreement.
11. Vendor warrants that the Software will meet reasonable professional standards and will meet Licensee's needs, as understood between the Parties.
12. All other warranties are waived by vendor, including express or implied warranties and warranties arising from any course of dealing, course of performance, or usage in trade. Vendor does not warrant the performance or results licensee may obtain by implementing, practicing, or using the software. The software is provided "as is" and without warranty of any kind. Vendor does not warrant that the software will meet licensee's requirements or that they it be uninterrupted or error-free. To the fullest extent permitted by law, vendor hereby disclaims all other warranties, whether express or implied, oral or written, with respect to the software including, without limitation, all implied warranties of title, non-infringement of third-party rights, quiet enjoyment, integration, merchantability or fitness for any particular purpose, and all warranties arising from any course of dealing, course of performance or usage of trade. any liability of vendor for defective software will be limited exclusively to, as a maximum, a replacement of the software or the original purchase price of the software. In no event will vendor be liable to licensee for any consequential, incidental or special damages, including any lost profits or lost savings, even if a representative of vendor has been advised of the possibility of such damages.
13. Vendor will indemnify Licensee from any liabilities arising out of a claim that the Software, standing alone and without being combined with any other system, device, or process, infringes any third-party intellectual rights, provided that Licensee notifies Vendor of any such claim within thirty (30) days of Licensee being notified, and that Licensee provides Vendor with the option to defend the claim on behalf of Licensee.
14. The Vendor will not be liable for any tax assessments, interest, or penalties that may be assessed by any taxing bodies for the tax year for 2022 or earlier tax years relating to any of the tax forms generated by the Software based on the data provided by the licensee.

15. The Vendor warrants and represents that it owns the Software and has the right to enter into this Agreement. Licensee warrants and represents that it has the right to enter into this Agreement.
16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.
17. The Licensee will be entitled to one year of phone support for problems experienced while using the Software, available 9:00 AM to 4:00 PM on regular business days with reasonable exceptions, at no additional cost until filing.
18. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of one year from the date of Acceptance.
19. The term of this Agreement will begin on Acceptance and will continue for a period of one year until filing, whichever is earlier. The Agreement will not renew automatically each year.
20. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement.
21. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.
22. The Parties to this Agreement submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania in Allegheny County for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement and agree that, in the event an action is brought in the Commonwealth of Pennsylvania, they will waive any argument of lack of personal jurisdiction or improper venue. This Agreement will be enforced or construed according to the laws of the Commonwealth of Pennsylvania.

23. In recognition of the foregoing, Vendor agrees and covenants that it shall: (i) keep and maintain all Licensee data confidential using a commercially reasonable degree of care; (ii) use and disclose Licensee data solely and exclusively for the purposes of fulfilling its obligations under this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Licensee data for Vendor's own purposes or for the benefit of anyone other than Licensee, in each case, without Licensee's prior written consent; and (iii) not, directly or indirectly, disclose Licensee data to any third party without express written consent from Licensee unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law.
24. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
25. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

30. The failure of either party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition.

31. All notices to the parties under this Agreement are to be provided at such addresses as may be later provided in writing.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on the date indicated below.

Vendor: AMCA Systems, LLC

per: Everett Burns

Everett Burns

Principal

10/25/22

Name of Licensee

per: _____

Name of Licensee's Agent

Title of Licensee's Agent

Date