

TaxCut End-User License Agreement

READ THIS AGREEMENT CAREFULLY AS ITS TERMS WILL BE BINDING ON YOU!

This TaxCut End-User License Agreement (the "Agreement") is a legally binding contract between H&R Block Digital Tax Solutions, LLC, a Delaware limited liability company ("Block") and you, the licensee purchasing a license to the TaxCut software product. This Agreement governs your use of the 2007 tax-year version of this TaxCut software product, including any state software you purchased or may download and any updates and revisions that Block may provide to you (collectively, the "Software"). Block is willing to provide you with access to the Software only on the condition that you accept all of the terms and conditions contained in this Agreement. **BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT, OR BY INSTALLING, ACCESSING OR USING THE SOFTWARE OR ANY COMPONENT OF THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE. IN SUCH EVENT, IMMEDIATELY (BUT IN ANY EVENT WITHIN TEN (10) DAYS OF THE DATE OF ORIGINAL PURCHASE OF YOUR LICENSE) RETURN THE SOFTWARE IN ITS ORIGINAL PACKAGING TO THE AUTHORIZED VENDOR FROM WHICH YOU ACQUIRED IT, OR CALL BLOCK AT 1-888-4TAXCUT FOR RETURN INSTRUCTIONS.**

1. License and Permitted Use. Subject to the terms and conditions of this Agreement, Block grants to you a limited, non-exclusive, non-sublicensable, non-transferrable right and license to install and use the Software (the "License"). This License is expressly conditioned on your: (i) only using the Software in the manner permitted by this Agreement and in accordance with the type of license that you purchased and for which you have paid any applicable fees; (ii) installing and using the Software on a single computer and at no time having the Software installed on two or more computers at the same time; and (iii) using the Software for your own personal non-commercial use, solely in connection with completing and filing your tax returns (e.g., you may not use the Software in connection with providing tax advice or any other services to any other party). You may make a reasonable number of copies of the Software solely for backup and archival purposes, but each copy must be kept in the possession or control of such original licensee. You agree that you shall have sole responsibility and liability for reviewing your federal and state tax returns for accuracy and completeness, and for otherwise verifying any results derived from using the Software, prior to filing.

2. License Restrictions. You may not, directly or indirectly: (i) re-distribute, sell, rent, loan, resell or otherwise transfer the Software or any rights in or to the Software to any other person, without the prior express written permission of Block; (ii) use the Software in other than its intended manner or for the benefit of any third parties, including by making the Software available on an application service provider, outsourcing or service

bureau basis, or on any peer-to-peer or file-sharing service or network, or by using or accessing the Software to prepare or file tax returns for any other person for a fee or other consideration, and you agree to indemnify, defend and hold harmless Block against any losses, liabilities, claims, costs or expenses, including reasonable attorneys' fees and enforcement costs, arising out of or relating to any such use or access; (iii) duplicate the Software by any means, including electronically, except for a backup copy described in Section 1, above; (iv) remove any proprietary notice, labels, or marks on or in Software; or (v) disable or circumvent any access control or related device, process or procedure established with respect to the Software. You are responsible for all use of the Software and for compliance with this Agreement; any breach by you or any user of the Software provided to you shall be deemed to have been incurred by you. Block reserves all rights not expressly granted to you.

Unless and to the extent that applicable laws may require otherwise, you may not decompile, disassemble, or reverse engineer the Software, or seek to derive the source code from any executable object code provided to you. You may not modify, translate, or otherwise create derivative works based on the Software or any part thereof.

3. Ownership and Proprietary Rights. You acknowledge that you are receiving LICENSED RIGHTS only. Title and ownership to the Software and all associated copyrights and other intellectual property rights are retained by Block and its licensors. Through your use of the Software, you acquire no ownership interest in the Software or any component of the Software. No right, title or interest in or to any trademark, service mark, logo or trade name of Block or its licensors is granted to you under this Agreement. Block reserves all rights related to ownership of the Software, including the right to duplicate and sell the Software in its sole discretion.

4. Supplemental Services. In conjunction with this License, you may be given the opportunity to request certain tax advice through Block through "Ask a Tax Advisor" ("Supplemental Services"). Block agrees to use commercially reasonable efforts to provide the services you have elected in a timely manner; provided that you agree to cooperate with Block and provide any information, tax forms, records or documentation requested by Block and review information provided or prepared by Block in a timely manner and reasonably in advance of any applicable tax filing deadlines. Your use of the Supplemental Services is further subject to the terms of the service agreement made available to you at the time you select the Supplemental Services.

5. Privacy Policy; Account Information; Electronic Filing. You acknowledge receipt of the Block privacy policy made available to you online at <http://www.taxcut.com/privacy>, and which is incorporated into this Agreement by reference. If you are using this Software after the filing deadline for your 2007 tax return, check our Web site for changes or updates to the privacy policy. Through your use of the Software, you may be required or requested to supply certain information, including your name, address and e-mail address (the "User Information") and through a series of prompts or interviews, the Software will prompt you to supply certain information pertaining to your tax return (the "Tax Information"). If you use the data import feature with the Software to import selected Tax Information from financial institutions or financial software, you are

responsible for verifying the accuracy of such imported Tax Information. Your Tax Information and User Information may be collected by Block, and relevant information from your tax return will be transmitted through our affiliated electronic transmitter to the U.S. Internal Revenue Service ("IRS") and/or state tax revenue authorities (each a "Revenue Authority") if you elect to electronically file your tax return.

Block may retain an electronic copy of your User Information and Tax Information, including electronic filing details and status, to the extent required by law and as necessary to provide you with supplemental information and service relating to your tax return. You agree (and shall have sole responsibility) to print and retain a copy of your tax returns for your records. You understand and agree that Block cannot and does not guarantee the performance of the Internet or any third party or third party system, or that, once transmitted, the applicable taxing authority will receive, accept or process your return (e.g., due to failures of the Internet or of the tax authority's computer systems or networks, due to your entering incorrect contact or identifying information, or any other reason beyond Block's control). Block's responsibility with respect to your filing is limited to using commercially reasonable efforts to transmit your return electronically to the applicable taxing authority if you elect and, if applicable, pay for electronic filing. Software to prepare and file state tax returns may be included or may be sold separately based on the type of Software product you purchased. You are responsible for verifying that your filing has been received by the applicable taxing authority and for taking appropriate alternative action if necessary.

6. Accuracy of Calculations; Maximum Refund.

(a) Accuracy of Calculations. If the Software makes an arithmetic error that results in your payment of a penalty and/or interest to the IRS that you would otherwise not have been required to pay, Block will reimburse you, after you pay the IRS, for the amount of the penalty and interest paid by you up to a maximum of ten thousand dollars (\$10,000), but only if you meet all of the following conditions: (1) the penalty and interest is for a 2007 tax year return; (2) the penalty and/or interest is assessed against you by the IRS and relates solely to an arithmetic error made by the Software, and not an incorrect entry of data, data incorrectly imported into the Software from a financial institution or other software, a claim for an improper or undocumented deduction, a failure to report income, a failure to follow instructions in the Software, an incorrect interpretation of the law by you, a failure to submit a required form or line item, or any other reason; (3) you were not notified of errors in the Software in time for you to file an amended return and avoid or reduce the penalty or interest; (4) you notified Block at H&R Block TaxCut Research Team, P.O. Box 10435, Kansas City, MO 64171-0435 as soon as you learned of the mistake (and in no event later than thirty (30) days after the penalty or interest is assessed); (5) your tax return was prepared using the 2007 tax year version of the Software in accordance with this Agreement and the operating instructions; (6) the penalty and interest was for a return filed on or before the last day the IRS accepts originally filed returns without an extension (traditionally April 15), or if the filing date is properly extended, before the relevant extended filing deadline (except that for late filed returns Block will not pay interest from the date the return was originally due to the date you actually file your return); and (7) you sent Block complete documentation of the

penalty and/or interest including all correspondence to and from the IRS, a copy of your tax return as filed with the IRS (in paper and electronic media in a format readable by TaxCut software), proof that you paid the penalty and/or interest and other information Block reasonably requests. For purposes of item (3), above, posting of information online at <http://www.taxcut.com> constitutes notice by Block of such errors. If you purchased a license for a state TaxCut program from Block or its authorized reseller, references in this paragraph to the IRS shall also include the state Revenue Authority for the state of the TaxCut program you purchased. In no event will Block reimburse you for more than an aggregate of ten thousand dollars (\$10,000) in interest and penalties owed to the IRS and any state Revenue Authority based upon all tax returns you filed for the 2007 tax year, regardless of whether the tax returns are federal or state returns. **THIS SECTION STATES BLOCK'S ENTIRE OBLIGATION AND LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ANY ERRORS IN YOUR RETURN CAUSED BY THE SOFTWARE.**

(b) **Maximum Refund.** If you find another tax preparation method that results in a larger refund (or smaller tax liability) than that calculated by the Software, Block will refund the tax preparation fees paid by you to use the Software to prepare that tax return. To qualify, the larger refund or smaller tax liability must not be due to differences in your data supplied by you, or positions taken on your return that are contrary to law. Claims must be made in the calendar year in which your tax return was prepared and filed. You must make a claim by calling 1-888-482-9288 as soon as you learn of the larger refund or smaller tax liability and you must send Block complete documentation of the data provided in connection with the other tax preparation method and a copy of your tax return prepared using the other tax preparation method and other information Block reasonably requests.

The monetary remedies available under this Section shall not be available if you request a refund for any Software pursuant to Section 7, below, of this Agreement. The rights and benefits afforded by this Section are personal to the original licensee purchasing the License to the Software from Block or from its authorized reseller; they may not be assigned or otherwise transferred to any other party and do not apply to any family members of the original licensee.

7. **Refunds.** Block undertakes to refund the full license fee you paid Block or its authorized reseller for the Software, exclusive of sales tax, shipping and handling charges and less any rebate you receive for the Software, if you are dissatisfied with the Software for any reason. You must notify Block of your dissatisfaction and the reason for your dissatisfaction with the Software by calling 1-888-482-9288 within sixty (60) days following your initially receiving a copy of the Software, and you must mail the original media or UPC code from the box and a copy of your original store receipt to Block, postage prepaid. Visit www.taxcut.com/refund for contact information and mailing instructions. Your requesting a refund terminates your License; you may not thereafter use the Software and must delete your copy of the Software. If you acquired the Software in electronic form or directly from Block, you must provide your purchase confirmation and certify to Block in writing that you have deleted the Software. This provision does not apply to supplemental products or services you may have obtained as a result of, or

through, your use of the Software. As above, the rights and benefits afforded by this Section are personal to the original licensee purchasing the License to the Software from Block or from its authorized reseller; they may not be assigned or otherwise transferred to any other party and do not apply to any family members of the original licensee.

8. Limited Warranty; Replacement of Defective Media. Block warrants that the media (if any) on which the Software is provided will be free from defects in materials and workmanship under normal use for a period of ninety (90) days after you first acquire your copy of the Software. If you received the Software solely electronically (e.g., through a download from a Block Web site), Block's warranty is that the file containing the Software, properly downloaded, will be executable. If the Software media (or file, as applicable) fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge provided that you notify Block by calling 1-888-4TAXCUT within ninety (90) days after you first acquire the Software. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. The warranty made by Block may be voided by abuse or misuse.

9. Exclusion of Other Warranties. OTHER THAN THOSE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES (i) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; (ii) THAT THE SOFTWARE OR ANY PART THEREOF CONFORM TO ANY DEMONSTRATION OR PROMISE BY BLOCK; (iii) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (iv) THAT ACCESS TO OR USE OF THE SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE OR COMPLETELY SECURE, OR THAT PROBLEMS WILL BE CORRECTED. EXCEPT AS PROVIDED ABOVE, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

While Block is providing the Software as a general tool to assist you in preparing and/or filing your tax returns, THE SOFTWARE DOES NOT REPLACE YOUR OBLIGATION TO EXERCISE YOUR INDEPENDENT JUDGMENT IN USING THE SOFTWARE. Your use of the Software does not make Block your tax preparer. You are solely responsible for correctly inputting your information into the Software, and for verifying all outputs resulting from your use of the Software. Block does not warrant any particular results that you may obtain in using the Software.

SOME STATES MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU; HOWEVER, ALL EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IMPLIED

WARRANTIES, IF ANY, REQUIRED BY LAW, SHALL BE LIMITED IN DURATION TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT IN ANY EVENT SHALL NOT EXTEND BEYOND THIRTY (30) DAYS FOLLOWING THE ORIGINAL DATE ON WHICH YOU FIRST ACQUIRED THE SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitations on Liability and Damages. Subject to contrary applicable state law, the limited remedies set forth in Sections 6, 7, and 8, above, are the only remedies that you are entitled to.

a. IN NO EVENT WILL BLOCK OR ITS LICENSORS, SUPPLIERS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU OR TO ANY THIRD PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR BUSINESS, LOST REVENUES, LOSS OF USE, OR ANY SIMILAR DAMAGES OR LIABILITIES, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limitation of any of the foregoing, you agree that none of Block, its licensors, suppliers, affiliates or subsidiaries will at any time have any additional liability or obligation for any claim, cause of action or injury that you or any other person may have as a result of (i) your use or inability to use or access the Software, User Information or Tax Information; (ii) your inability to file any tax return by the filing deadline; (iii) any access to, or use of, your User Information or Tax Information by an unauthorized person or by unauthorized persons; (iv) your disclosure of your password to, or the use of your password by, any third party; (v) connection or toll charges for using the Software or obtaining updates for the Software; or (vi) any fees, costs or expenses arising out of or relating to troubleshooting or technical support for the Software. You agree that the essential purposes of this Agreement can be fulfilled even excluding such damages. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

b. IN NO EVENT SHALL BLOCK'S MAXIMUM AGGREGATE, CUMULATIVE LIABILITY, IF ANY, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SOFTWARE FOR ANY AND ALL CAUSES WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF LIABILITY, EXCEED YOUR ACTUAL, DOCUMENTED DIRECT DAMAGES INCURRED, UP TO THE GREATER OF: (i) AMOUNTS YOU PAID TO BLOCK OR ITS AUTHORIZED RESELLER FOR YOUR LICENSE TO THE SOFTWARE, OR (ii) TWENTY FIVE DOLLARS (\$25).

c. THE LIMITATIONS IN THIS SECTION 10 SHALL BE DEEMED TO APPLY TO ALL CAUSES OF ACTION AND ALL LEGAL THEORIES, WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) NEGLIGENCE, STRICT LIABILITY, OR OTHER TORTS, OR (iv) ANY OTHER CAUSE OF ACTION, HOWEVER STATED.

11. Arbitration Provision. The parties agree that any claim, dispute or controversy, whether in contract, tort (intentional or otherwise), whether pre-existing, present or future, and including constitutional, statutory, common law, regulatory, and equitable claims in any way arising out of or relating to: (i) the Software and any Supplemental Services provided to you in connection with the Software; (ii) advertisements, promotions, or oral or written statements arising out of or relating to the Software; (iii) Block's privacy policy and the collection, use and disclosure of your User Information and Tax Information; or (iv) the relationships of the parties, including the validity, enforceability or scope of this Agreement or any part hereof (collectively, the "Claim"), including, but not limited to, the issue whether a particular Claim must be submitted to arbitration, shall be resolved, upon the election of either you or Block, by binding arbitration pursuant to this arbitration provision and the applicable rules of either the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of these two arbitration administrators. The arbitrator must be a lawyer with more than ten (10) years of legal experience or a retired or former judge. In the event of a conflict between this arbitration provision and the rules of the arbitration administrator, this arbitration provision shall govern. Block hereby agrees not to invoke its right to arbitrate an individual Claim you may bring in small claims court, if any, so long as the Claim is pending only in that court. No class actions, or joinder or consolidation of claims with other persons, are permitted in court or in the arbitration without the written consent of the parties hereto. On any Claim you file, you will pay the first \$50.00 of the filing fee. At your request, Block will pay the remainder of the filing fee and any administrative or hearing fees charged by the arbitration administrator, up to \$250.00 on any Claim asserted by you in the arbitration. If the arbitrator grants an award in your favor in excess of an amount, if any, offered to you by Block in settlement of your Claim, Block will reimburse you for any additional fees paid or owed by you to the arbitration administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. If the arbitrator issues an award in Block's favor, you will not be required to reimburse Block for any fees they have previously paid to the arbitration administrator on your behalf or for which they are responsible. Any participatory arbitration hearing that you attend will take place in the federal judicial district in which you live. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). The arbitrator shall apply substantive law consistent with (i) the FAA, and (ii) except where inconsistent with the FAA, the choice of law provision of Section 12(c) of this Agreement. The arbitrator's award shall not be subject to appeal, except as permitted by the FAA. Upon request of either party, the arbitrator shall prepare a short, reasoned, written opinion supporting the arbitration award. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this arbitration provision shall prevent either of the parties from seeking or obtaining injunctive relief as a result of a violation or threatened violation of this Agreement, to protect Block's intellectual property rights or to prevent the tolling of any applicable statute of limitations, and any such injunctive action shall not constitute a waiver of the requirement of arbitration for any Claim. **YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR**

JURY, BUT YOU AGREE TO RESOLVE ANY SUCH CLAIMS THROUGH ARBITRATION AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR A JURY, UPON ELECTION OF ARBITRATION BY BLOCK OR BY YOU. YOU ACKNOWLEDGE THAT YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EVEN IF SUCH CLASS ACTION IS PENDING ON THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT.

If you have a question about the arbitration Administrators mentioned in this arbitration provision or if you would like to obtain a copy of their arbitration rules you can contact them as follows (contact information is subject to change): American Arbitration Association, 335 Madison Avenue, New York, New York 10017, www.adr.org; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, (Code of Procedure).

12. Consent to Electronic Communications.

You consent to Block providing you in electronic form any information or notices that Block may be required by law to send to you or that may pertain to the Software or use of information you may submit in connection with the Software (collectively "Information"). Block may provide information to you (i) via e-mail at the e-mail address you designated to Block (if any), or (ii) by access to a Block web site that will generally be designated in advance for such purpose or designated in an e-mail notice to you, or (iii) in the course of your use of the Software including, without limitation, via a screen or page within the Software or via a link from within the Software to a web page containing the Information.

In order to utilize the Software and receive Information electronically as described above, your computer (and its connectivity) must meet or exceed the following system requirements: computer, monitor, internet access, browser compatible Internet Explorer 5.5 or higher, an e-mail address, and the ability to print or download communications.

You may request a paper copy of legally required Information received pursuant to the foregoing consent to electronic communications. Block must receive your paper copy request within one hundred twenty (120) days from the date that Block first provided the Information to you. A fifteen dollar (\$15) charge will apply to each paper copy of Information requested by you. To request a paper copy of Information, send your request to H&R Block TaxCut Research Team, P.O. Box 10435, Kansas City, MO 64171-0435. In the event your e-mail address changes, you must notify Block of such change immediately by calling 1-888-4TAXCUT. If you fail to do so, you understand and agree that any communications sent via e-mail shall nevertheless be deemed to have been provided or made available to you in electronic form.

You may withdraw your consent to receive electronic communications by making a request in writing to the following address: H&R Block TaxCut Re: Limiting Electronic Communication, P.O. Box 10435, Kansas City, MO 64171-0435. Please provide your physical address and email address to request the change. If you choose to withdraw your consent, then you may be unable to access certain features or functionality that would otherwise be made available to you, or we may terminate your license to use the

Software. Some notices may be "one-time" notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

13. Security Tips. Recognizing the importance of security to our clients, we are sharing the tips below to help you ensure that your personal information remains private. The more you know, the better equipped you are to protect your privacy.

When you use an H&R Block tax program on an Internet-connected computer to prepare and file your taxes, the electronic filing process transmits data in encrypted form to the Internal Revenue Service. As a result, those transmissions are secure. But you might be surprised to learn that the home or office computer where your return was prepared may not be as secure as you think. Consider this:

*** If you do not have an active firewall on your computer and/or network connection, hackers may be able to inspect the contents of your hard drive.

*** If you do not have up-to-date anti-virus software on your computer, your machine could be infected with a virus or similar malicious software that gives third parties access to your passwords and other files.

*** If you have accidentally or unknowingly downloaded "spyware" to your computer, you could also be transmitting your personal information to third parties.

*** If you have an Internet file-sharing program such as Kazaa, Limewire(r) or Bearshare on your computer that is used to exchange music and other digital content over the Internet, you may be making all or part of your hard drive's contents available to others.

As a result of using H&R Block's TaxCut(r) software to prepare your taxes this year, you may have stored your personal tax information on the computer used to prepare the return. We encourage you to ensure that the folder where this information is stored is not shared and/or is password protected by your TaxCut program. This extra precaution only takes a moment, and helps ensure that other users of your computer cannot open and view your tax file without your permission.

For more information about how to determine and set folder properties, check your computer operating system's built-in "Help" files or check with the operating system vendor. Microsoft information is available at <http://www.microsoft.com>. Apple information is available at <http://www.apple.com>.

14. Miscellaneous.

a. Termination; Survival. This Agreement and your License shall terminate upon your breach of any material term of this Agreement. Any terms of this Agreement that by their nature or understanding should survive termination of this Agreement shall survive, including sections 3, 10, 11 and 14.

b. Third Party Beneficiaries; Assignment. This Agreement is solely between you and Block. Block's licensors, suppliers, affiliates or subsidiaries shall be deemed to be third party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement. All rights and benefits of this Agreement from Block are intended solely for the original licensee purchasing the License to the Software from Block or its authorized reseller, and your authorized assignees. You may not assign, delegate or otherwise transfer this Agreement or any of your rights to the Software without prior written consent of Block. Block will use reasonable efforts to notify you of its assignment of this Agreement. The warranty made

under Section 8, and the remedies under Sections 6 and 7 are for the original purchaser of the License only; they are not assignable or transferable by you. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

c. Governing Law; Forum. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law provisions. Subject to, and without limiting, Section 11 of this Agreement, the parties agree that the exclusive jurisdiction of any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, the Software or services provided in connection therewith shall be in the courts located in the county of Jackson, State of Missouri.

d. Entire Agreement. This Agreement is the entire and exclusive agreement between the parties with respect to the subject matter hereof, and it supersedes all previous communications, representations or agreements, either oral or written, between them. No representations or statements of any kind made by any representative of Block or any other party, which are not included in this Agreement, shall be binding on Block. In particular, no reseller or other similar party shall have any authority to vary this Agreement or obligate Block in any way.

e. Amendments. Neither party may modify or amend this Agreement except by a writing signed by you and an authorized representative of Block.

f. Waiver. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Block. Block's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

g. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed, modified or deleted so as to make the resulting agreement valid, operative and enforceable to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

h. Export Control; Government Licensees. The Software is provided solely for lawful purposes and use. The Software including the documentation are provided subject to Block's standard commercial agreement; products acquired for use within or for any United States federal agency are provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

You shall be solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances, and other governmental authority, however designated. Without limiting the foregoing, you agree to comply with all U.S. export laws and applicable export laws of your locality (if you are not in the United States), and shall not export any Software or other materials provided by Block without first obtaining all required authorizations or licenses. You acknowledge that this software is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. You will not download, export or re-export this software, directly or indirectly, to: (1) any countries (or citizens, nationals or residents of any countries) that are subject to US export restrictions (including Cuba, Iran, Iraq, Sudan, Libya, North Korea, Syria); (2) any end user who has been prohibited from participating in US export transactions by any

federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

You acknowledge that Block specifically prohibits the downloading, possession, use or transmission of the software by any citizen, national, or resident of, or under control of, the government of Cuba, Iran, Iraq, Sudan, Libya, North Korea, Syria, or any other country to which the United States has prohibited export, any person or entity listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or as listed on the United States Department of Commerce Table of Denial Orders.

i. Notices. Except as otherwise indicated, any notices under this Agreement to Block must be personally delivered or sent by certified or registered mail, return receipt requested, or by United States Postal Service express mail, to H&R Block TaxCut Research Team, P.O. Box 10435, Kansas City, MO 64171-0435 or to such other address as Block may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Block shall be sent to the attention of H&R Block, TaxCut Notices, (unless otherwise specified by Block).

j. Additional Terms. Any and all references in this Agreement to Block, its affiliates and subsidiaries shall, where the context so permits, include Block's parent companies, and their respective subsidiaries, affiliates, directors, officers, employees, contractors and agents. The headings contained herein are for the convenience of the parties only and shall not be used to interpret or construe any of the terms of this Agreement. Neither party shall be liable for any delay or failure due to force majeure or any other causes beyond its reasonable control.

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