

Lally & Co., LLC

End User License Agreement (“Agreement”, “EULA”)

IMPORTANT – READ CAREFULLY

Welcome to the **Lally & Co., LLC Portal** (“Lally Portal”).

By clicking the “Agree” button, the user (you) agree to be bound by the terms and conditions contained in this Agreement and the terms and conditions of the Lally Privacy Notice, which is incorporated herein by reference. You can find these items at <http://lallycpas.com/>.

The Privacy Notice explains how Lally treats your personal information and protects your privacy when you use the Lally Portal or Lally websites. Lally may change the terms of this Agreement and the Privacy Notice from time to time without notice to you and you are responsible for the then current version of the policies. If you do not agree to be bound by these terms and conditions or privacy notice policies, you may not use the Lally Portal.

Modifications

You agree that we may modify this Agreement or any policy or other terms referenced in this Agreement at any time. By using the Lally Portal, you agree to be bound by any such modifications and should therefore periodically visit this page and the Lally Portal to determine the current terms and conditions of use to which you are bound. The last section of this Agreement states the date of last modification. We encourage you to check the revision date with each use to ensure you are comfortable with the latest revisions. If you are dissatisfied with the Lally Portal site, its content, or this Agreement as it may be revised, your sole remedy is to discontinue using the Lally Portal.

Termination

You agree that Lally may terminate this Agreement, for any reason at our sole discretion at any time by providing you advance notice of seven days, and that Lally reserves the right to change, suspend, or discontinue all aspects of the Lally Portal, for any reason at any time by providing you seven days notice.

User Restrictions

You agree that you will not tamper with the functionality of the Lally Portal or access any service offered via the Lally Portal by any means other than the interface that Lally provides.

Passwords

You agree to be responsible for maintaining the confidentiality of passwords used to access the Lally Portal. Accordingly, you agree that you are solely responsible to Lally for all activities that occur under your account. If you become aware of any unauthorized use of your password on the Lally Portal or your account, you agree to notify Lally immediately at portalnotifications@lallycpas.com.

CCH ProSystem fx Master Software License Agreement

As part of providing you access to the Lally Portal, Lally has entered into a Software License Agreement with CCH Incorporated (“CCH”), a copy of which is located here: <http://support.cch.com/prosystemfxagreements/> (“CCH Software License Agreement”).

Monitoring

We reserve the right to log, review, and otherwise examine any information stored on or passing through our networks, servers, or systems.

Downtime and Service Suspensions

Your access to the Lally Portal may be suspended for the duration of any scheduled or unscheduled downtime, maintenance, or system updates of the Lally Portal.

Rights to Use of Lally Portal

Lally grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Lally Portal as part of the services being provided to you by Lally. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Lally Portal and services. You may not copy, modify, or extract the source code of the Lally Portal. Unless Lally has given you written permission to do so, you may not assign your rights to use the Lally Portal. Notwithstanding the foregoing, you are granted limited administrative rights to provide access to the Lally Portal in your reasonable discretion to those parties who would reasonably need to access information located on the Lally Portal, or who could upload information and documents (such as tax documents and other financial papers) onto the Lally Portal for you to access, that would assist you in utilizing the services provided by the Lally Portal.

Intellectual Property

The content on the Lally Portal including, without limitation, the text, software, scripts, graphics, photos, sounds, videos, interactive features and the like (“Content”) and trademarks, service marks, and logos contained therein (“Marks”), are owned by or licensed to Lally, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Lally Portal is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners of the Content. Lally reserves all rights not expressly permitted herein. You agree not to circumvent or otherwise interfere with security-related features of the Lally Portal.

Other Content

The Lally Portal may include hyperlinks to other web sites or content or resources that Lally does not own. Lally assumes no responsibility for the content, privacy policies, or practices of any third party web sites or resources which are provided by companies or persons other than Lally. You agree that Lally is not liable for any loss or damage which you incur as a result of the availability of those external sites or resources or as a result of any reliance placed by you on such sites or resources. We encourage you to be aware when you leave the Lally Portal and to read the terms and conditions and privacy policy of each website that you visit.

Warranty Disclaimers and Limitation of Liability

Except as specifically set forth in this Agreement, Lally makes no other representations or warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose, with respect to the Lally Portal. You agree that use of the Lally Portal is at your sole risk. The Lally Portal is provided on an “as is” and “as available” basis. Under no circumstances shall Lally be liable for any direct, indirect, punitive, or consequential damages that result from your use of or inability to use the Lally Portal site or any web site linked to the Lally Portal site, including but not limited to, reliance by you on any information obtained from the Lally Portal site that results in mistakes, omissions, deletion or corruption of files, viruses, delays in operation or transmission, any failure of performance, any loss of profit, loss of goodwill or data, cost of procurement of substitute goods or services, or other intangible loss suffered. The Lally Portal utilizes industry accepted security systems in an attempt to eliminate unauthorized access to private information. By using the Lally Portal, you agree to not hold Lally, any of its employees, or its vendor liable in the event of unauthorized access and subsequent use of your company and/or personal information. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort, or any other claim, even if an authorized representative of Lally has been advised of or should have knowledge of the possibility of such damages.

Indemnity

You agree to defend, indemnify, and hold Lally harmless from any claims, damages, losses, liabilities, costs, and expenses (including but not limited to reasonable attorney’s fees) arising from: (i) your use of or access to the Lally Portal; (ii) your violation of any term of this Agreement; or (iii) your violation of any third party right, including without limitation any privacy, copyright, or other intellectual property right. This defense and indemnification obligation will survive this Agreement and your use of the Lally Portal.

Notices

All notices by Lally to you shall be by email to the email address listed as the Portal Administrator. All notices by you to Lally shall be by email to: portalnotifications@lallycpas.com or in writing to:

Attn: Kari M. Miller
Lally & Co., LLC
5700 Corporate Drive, Suite 800
Pittsburgh, PA 15237

Entire Agreement

This Agreement, including Lally’s Privacy Notice incorporated herein, constitutes the entire agreement between you and Lally regarding the Lally Portal and supersedes any representation, understanding, agreement, or communication between you and us, whether written or oral, regarding this matter.

Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement shall remain in full force and effect.

Waivers

The failure by us to enforce any provision of the Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

Successors and Assigns

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Lally without restriction.

Relationship

Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership, or any employer/employee, fiduciary, or franchise relationship between you and Lally.

Applicable Law and Jurisdiction

The Lally Portal, including the <http://lallycpas.com/> web site (excluding links to web sites operated by others) is controlled and operated by Lally from offices in Pittsburgh, Pennsylvania. Although Lally has made no effort to publish the Lally Portal, including <http://lallycpas.com/> web sites, elsewhere, it is accessible in all fifty U.S. states and in other countries due to its presence on the Worldwide Web. As each of these states and countries have laws which may differ from those of Pennsylvania and from each other, and as you and Lally both benefit from establishing a predictable legal environment in which to publish, access and use the Lally Portal, including the <http://lallycpas.com/> web site, by publishing, accessing, or using the sites you agree that all matters arising from or relating to the use and operation of the sites will be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. You agree that all claims you may have arising from or relating to the operation or use of the Lally Portal, including the <http://lallycpas.com/> web site will be heard and resolved in the courts of Pittsburgh, Pennsylvania. You consent to personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. The foregoing notwithstanding, you agree that Lally shall be entitled to apply for any necessary injunctive remedies in any jurisdiction. If you choose to access the <http://lallycpas.com/> web site from locations other than the Commonwealth of Pennsylvania, you will be responsible for compliance with all local laws of such other locations.

Last Revision Date

This Agreement was last revised on January 14, 2015.