CCH Central & CCH iFirm Hybrid Adoption Promotion

Dual Platform License Fee Terms

- 1. This promotion is made available by Wolters Kluwer (UK) Limited/Wolters Kluwer (Ireland) Limited ("we", "us" in context) from [date] to [date/until further notice] ("the Availability') and is open to current CCH Central customers with active licences (and who have no outstanding debt on their CCH account with us) ("CCH Active Customer", "you", "your" in context) that migrated or would like to migrate part of their CCH Central database to CCH iFirm but still have data remaining in CCH Central due to cloud functionality limitations, and who desire to use both CCH Central & CCH iFirm until they have fully migrated from CCH Central to CCH iFirm ("the Eligibility")
- 2. The TAA Cloud Services General Terms together with any CCH iFirm Specific Terms which are available at <u>Terms & Conditions for Wolters Kluwer Tax & Accounting UK | Wolters Kluwer</u> shall be deemed incorporated into these Dual Platform Licence Fee Terms and shall apply during and after the end of the Availability (unless otherwise terminated as permitted) save to the extent of any inconsistency with the Dual Platform Licence Fee Terms, in which case these Dual Platform Licence Fee Terms, in which case these Dual Platform Licence Fees Terms shall control.
- 3. Subject to the Eligibility, the Dual Platform Licence Fee ("**DPLF**") provide an option to CCH Active Customers who wish to take a phased approach to adopting CCH iFirm by servicing some of their own clients in the cloud and some in the on-premise software, as cloud functionality is built up.
- 4. By executing an Order during the Availability for the DPLF, a CCH Active Customer using both CCH Central & CCH iFirm will agree to pay an annual Dual Platform Licence Fee set out in the relevant Order until they have fully migrated from CCH Central to CCH iFirm:
- 5. The DPLF is subject to annual price increases. Further, we reserve the right to increase the DPLF by reasonable notice and at the point at which we determine (at our sole discretion) that CCH iFirm has feature parity to CCH Central suite:
 - (i) and where we have identified that a CCH Active Customer is eligible for full migration, however the CCH Active Customer refuses to fully migrate.
 - (ii) where a CCH Active Customer is willing to migrate to CCH iFirm (at its then applicable pricing), the CCH Active Customer will be permitted, subject to reasonable notice being received, to stop paying their CCH Central licence costs and the DPLFs (from a date to be agreed between you and us), irrespective of where they are in their contract term of their CCH Central licences.
- 6. We reserve the right to withdraw, restrict and/or terminate these Dual Platform Licence Fee Terms at any time for whatever reason. We reserve the right to revoke the Dual Platform Licence Fee Terms or change the Eligibility or the Availability at any time for any reason.
- 7. These Dual Platform Licence Fee Terms are governed by the applicable law in the TAA Cloud Services General Terms.