



1. FIRST RATE PERFORMANCE THIRD PARTY TERMS.

1.1 FIS has developed an interface with First Rate's software (the "**First Rate Software**") which will transfer certain account information and data (collectively, the "**Account Information**") for all accounts processed by Client on the Solution (the "**Accounts**") to First Rate. In the Solution, Client will designate the Accounts ("**Designated Accounts**") and the applicable tier (III, IV or V) of First Rate service that Client chooses for such Designated Account. Upon receipt of the Account Information for the Accounts, First Rate will prepare investment performance reports as more particularly described in the Documentation for the Solution and the end-user documentation for the First Rate Software for those Designated Accounts and download such reports to the applicable Solution database(s). FIS's transfer of the Account Information for the Accounts to First Rate, First Rate's generation of the investment performance reports for the Designated Accounts using the First Rate Software, and the downloading of said reports to the applicable Solution database(s) shall hereinafter be collectively referred to as the "First Rate Service." Client authorizes FIS to download Account Information to First Rate to be processed by the First Rate Software and Services. To the extent required by FIS' agreement with First Rate, First Rate is a third-party beneficiary to the Agreement with respect to the enforcement of the terms and conditions applicable to the First Rate Software and First Rate Services.

1.2 To the extent that Client is granted access to the First Rate Software, FIS grants to Client a limited, personal, non-exclusive, non-transferable, term license to access and use the First Rate Software in accordance with terms and conditions set forth in the Agreement, including the confidentiality obligations and other restrictions on use. Client is granted a limited, personal, non-exclusive, non-transferable, term license to copy and distribute internally to Client's personnel with a need to know in connection with their management of Solution Accounts and to its applicable customers for their personal use only, the investment performance reports provided by the First Rate Service. First Rate Software and First Rate Services may only be used in connection with the FIS Solution with which it was provided.

1.3 Implementation for the First Rate Services shall be coordinated by First Rate and completed by First Rate or FIS, as First Rate and FIS deem appropriate. The scope of the implementation services to be provided by First Rate and/or FIS will be coordinated with Client prior to the implementation and is based on Client's individual needs (the "**First Rate Implementation Services**"). The fees for the First Rate Implementation Services shall be set forth in of the Order. Services provided by First Rate and/or FIS during implementation that are in addition to or different from the First Rate Implementation Services will be provided at First Rate's and/or FIS's then current fees for the same.

1.4 In connection with its use of the First Rate Service and the First Rate Software, Client agrees that First Rate or its suppliers/licensors, as applicable, shall retain sole ownership of the First Rate Software, all source code, programs, documentation, reports (including all updates, upgrades, enhancements or modifications to the software, programs, documentation and reports), designs, engineering details, data, discoveries, inventions, improvements, service organization reports, and the like (collectively, "**FR Confidential Information**"), and all intellectual property rights therein and thereto, made by First Rate and its suppliers/licensors during the course of performing the First Rate Service, and shall have the exclusive right to determine how to protect the FR Confidential Information. Client acknowledges that the First Rate Software, source code, programs, documentation, reports, the design and specifications of the foregoing and all other manuals and other written information describing or relating to the First Rate Software and related services are unique and valuable assets of First Rate. Nothing in the Order shall be deemed to transfer any ownership interest to Client whatsoever in or to the First Rate Software, source code, programs, documentation, reports and any derivative works thereof. Client shall display such notices and agreements regarding the First Rate Software and First Rate Services in the exact manner as provided by FIS or First Rate.

1.5 Client agrees that it shall keep the FR Confidential Information confidential and that its confidentiality and security obligations under the Agreement shall be applicable to the FR Confidential Information (as if such information were FIS Confidential Information). Client shall notify FIS promptly upon the discovery of the loss, unauthorized disclosure or unauthorized use of the FR Confidential Information. Client will promptly correct any problems discovered as a result of the loss, unauthorized disclosure or unauthorized use of the FR Confidential Information. Client will cooperate with FIS and First Rate in any investigation of any such loss or unauthorized disclosure or risk and will allow FIS or First Rate inspect its physical premises during regular business hours, upon reasonable notice to Client and provided that FIS or First Rate comply with Client's policies and procedures while on site. The restrictions and obligations with respect to the confidentiality and security of FR Confidential Information shall survive termination of the Order and shall continue so long as First Rate treats the FR Confidential Information as confidential. Within fifteen (15) days after receipt of FIS's written request, Client shall destroy all FR Confidential Information in Client's possession in a manner such that the FR Confidential Information cannot be practicably read or reconstructed. Client shall certify in writing to the destruction of such FR Confidential Information within 20 days of FIS's request.

1.6 FIS retains the right to immediately terminate the First Rate Services upon prior written notice to Client in the event that First Rate discontinues providing the First Rate Services or First Rate Software or in FIS's reasonable opinion there has been a material adverse change in the First Rate Services or First Rate Software.



1.7 First Rate shall provide to Client the following support service and service levels. First Rate and FIS may, in their sole determination, elect to arrange for these service by FIS or FIS's affiliate. Assistance rendered for errors caused by Client will be subject to additional fees at First Rate's and/or FIS's then current fees for professional services.

1.8 First Rate's Support Services. First Rate shall provide to Client, during the hours of 9:00 a.m. through 6:00 p.m.. Eastern Time, Monday through Friday, excluding Federal Reserve holidays ("**First Rate's Business Hours**"), assistance via telephone, email or facsimile, or any combination thereof, to correct the failure of the First Rate Software to perform in accordance with the applicable Documentation and/or End-User Materials. Client shall provide to First Rate reasonably detailed documentation and explanation, together with underlying data, to substantiate any problem or failure requiring support services and to assist First Rate in its efforts to diagnose and correct the problem or failure.

1.8.1 The First Rate Software and First Rate Service will be deemed "Available" at all times except for "outages" defined as periods commencing at the earlier of the time when Client notifies First Rate that a Severity 1 or Severity 2 Problem (as defined below) has occurred and ending when First Rate has notified Client that First Rate has restored the Service. The First Rate Software and First Rate Services will not be available during the periods of: (1) Scheduled downtime; (2) Failure of communications lines that is not due to First Rate's negligence or willful misconduct; (3) A failure or fault of FIS's, First Rate's or Client's systems; (4) A Force majeure event; and (5) Client's failure to use the First Rate Software and First Rate Services in accordance with the terms of the Order.

1.8.2 FIRST RATE'S PROBLEM RESOLUTION.

"**Problem Response Time**" is the period elapsed from the time Client reports a suspected problem until the time that First Rate personnel with relevant skills have been assigned to diagnose and resolve the problem and this has been communicated back to Client. Client will designate the contact representative(s) responsible for assigning the problem and communicating with First Rate.

Client may log problems during First Rate's Business Hours with the First Rate help desk at helpdesk@firstrate.com or 817-525-1799. Client shall log Severity Level 1 problems outside First Rate's Business Hours by calling Technical Support at 817-525-1799.

First Rate provides the appropriate attention using the following standard priority classification when addressing each problem received. Client and First Rate/ FIS's technical support personnel shall work together to properly classify the severity of a problem based on the definitions as stated below.

Most problems can be resolved quickly via standard, documented operational procedures. All Severity 1 Problems that cannot be resolved (or a workaround provided) within 1 hour and all Severity 2 Problems that cannot be resolved (or a workaround provided) within specified targeted timeframes are assigned a First Rate Problem Director.

TERM	DEFINITION	Examples
Severity Level 1	A problem where the actual or potential impact on Client's business functions and practices is critical. The service is unavailable, unreliable or severely degraded. Severity 1 problems are expected to be worked at the highest priority on an "around-the-clock" basis until circumvented or resolved.	<ul style="list-style-type: none"> • First Rate Application Suite is not working as designed • Unable to connect with Server / Database • Server is unstable and crashes • First Rate FTP services fails
Severity Level 2	A problem where the actual or potential impact on Client's business functions and practices is moderate. The service has experienced a significant disruption or had recurring problems that jeopardized delivery of the service. Severity 2 problems have a high priority during First Rate Business Hours for resolution or circumvention.	<ul style="list-style-type: none"> • Unable to auto create a printer and / or print via Citrix connection • First Rate application suite demonstrates bugs, omissions
Severity Level 3	A problem where the actual or potential impact on Client's business functions and practices is minimal. The system has suffered a failure/degradation that has been contained without major consequence.	<ul style="list-style-type: none"> • Report layouts • First Rate application suite demonstrates bugs, omissions

1.8.3 PROBLEM RESOLUTION OR WORKAROUND COMMITMENTS. First Rate shall make commercially reasonable efforts to respond within 1 hour to Client's request to the First Rate Support Center for assistance in correcting the problem or creating a workaround.



For Severity 1 problems, First Rate shall use commercially reasonable efforts to provide a resolution or reasonable workaround within 8 business hours after Client reports the problem. These steps shall include assigning qualified technicians to work with Client without additional charge, 24 hours per day, until First Rate provides a resolution or a reasonable workaround. If First Rate's technicians provide a workaround, First Rate shall provide a resolution within 30 days after First Rate receives Client's report of the problem.

For Severity 2 problems, First Rate shall take steps to provide a resolution or a reasonable workaround by the opening of business on the fifth Business Day after First Rate receives Client's report of the problem. These steps shall include assigning qualified technicians to work with Client during First Rate's Business Hours until First Rate provides a resolution or reasonable workaround. If First Rate's technicians provide a workaround, First Rate shall provide a resolution within 30 days after First Rate receives Client's report of the problem.

For Severity 3 problems, First Rate and the Client will collectively determine a reasonable means and date for a resolution. Severity Level 3 problems will be processed through First Rate's change management process known as the Change Control Board. The Change Control Board will set date of resolution.

Without limiting First Rate's obligations under these Terms, if First Rate does not deliver a resolution for any problem within the times allowed by these Terms (whether First Rate has delivered a reasonable workaround or not), First Rate shall provide a written analysis of the problem and a written plan to supply Client with a resolution.