



1. **HARVEST JUMPSTART THIRD-PARTY TERMS.** Jumpstart Digital Account Opening and Digital Advice (“**Harvest Solution**”) is provided by Harvest Savings & Wealth Technologies, Inc. (f/k/a Trizic) (“**Harvest**”). The Harvest Solution may only be used in connection with the FIS Solution with which it was provided.

1.1 Client acknowledges that the Harvest Solution is proprietary to Harvest, that Harvest shall maintain exclusive ownership of any rights to the Harvest Solution and these Terms shall not be construed to vest in Client any rights with respect to the Harvest Solution. Client further acknowledges that the Harvest Solution was compiled and prepared through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money by Harvest and, therefore, constitutes valuable commercial property and/or trade secrets of Harvest. Client agrees that it will not remove any copyright notice or other notification or trade name or marks that may appear in the Harvest Solution and that any reproduction and distribution of the Harvest Solution shall contain such notices and/or marks as they appear in the Harvest Solution. For these terms for the Harvest Solution, Client is “you” and “we” is FIS and/or Harvest. To the extent required by FIS’ agreement with Harvest, Harvest is a third-party beneficiary to the Agreement with respect to the enforcement of the terms and conditions applicable to the Harvest Solution.

1.2 **USERNAMES AND PASSWORDS.** We reserve the right to change or update usernames and passwords in our sole discretion from time to time. Each username and password may only be used to access the Service during one (1) concurrent login session. You (a) will provide us with information and other assistance as necessary to enable us to establish such usernames and passwords; (b) will verify all requests for such usernames and passwords; (c) are responsible for maintaining the confidentiality of all such usernames and passwords; (d) are solely responsible for all activities that occur under such usernames; and (e) will notify us promptly of any actual or suspected unauthorized use of your account, or such usernames or passwords, or any other breach or suspected breach of the Agreement. We reserve the right to terminate access to the Harvest Solution via any username or password that we believe may have been used by an unauthorized third party. Any reference herein to usernames and passwords also includes any other authentication tokens to the extent applicable.

1.3 **INTEGRATION WITH CLEARING FIRMS AND OTHER THIRD-PARTY SERVICE PROVIDERS.** The Harvest Solution may allow you to connect to one or more Clearing Firms or other third-party service providers for the purpose of effecting trades or other purposes permitted by the Harvest Solution. You acknowledge that certain functionality enabled by the Harvest Solution is dependent upon you having an account with a Clearing Firm which can be properly integrated with the Harvest Solution. You direct and authorize us, whenever you (or your End Users) use the Harvest Solution to submit trades or otherwise transmit Your Content (as hereinafter defined) to a Clearing Firm or other third party with whom you maintain an account, to provide Your Content to such Clearing Firm or third party. You further authorize us to allow your Clearing Firm to access Your Content as necessary for us to provide the Harvest Solution. You acknowledge and agree that such Clearing Firms and other third parties are not our agents, that we are not responsible for their actions or omissions or for their maintenance or treatment of Your Content, and that any of Your Content submitted to such Clearing Firms or other third parties via the Harvest Solution shall be subject to your agreement with such Clearing Firm or other third party. “**Your Content**” means any data, information, services, products or other content provided, conducted or otherwise made available by you, your Clearing Firms and/or your End Users through or in connection with the Harvest Solution.

1.4 **LIMITATIONS.** You will not, and will not permit any End User to: (a) permit any person or entity to access the Harvest Solution, other than you and your End Users to the extent authorized under this Agreement; (b) use the Harvest Solution except in accordance with the Agreement, the Documentation and applicable law; (c) modify, adapt, alter, copy or translate the Harvest Solution; (d) sell, resell, license, distribute, rent or lease the Harvest Solution, or include the Harvest Solution in a service bureau or outsourcing offering; (e) use the Harvest Solution to store or transmit any “viruses,” “worms,” “Trojan horses,” “e-mail bombs,” “cancelbots” or other harmful computer code, files, scripts, agents or programs; (f) use the Harvest Solution to store or transmit deceptive, infringing, defamatory or otherwise unlawful or tortious materials, or to store or transmit material in violation of third-party privacy or other rights; (g) access the Harvest Solution in order to build a competitive product or service; (h) interfere with or disrupt the integrity or performance of the Harvest Solution or the technology used in connection with provision of the Harvest Solution; (i) attempt to gain unauthorized access to the Harvest Solution or such technology; or (j) copy, transmit, transfer, modify, create derivative works of, reverse engineer, reverse compile or reverse assemble or otherwise determine or derive source code of, such technology.

1.5 **LICENSE OF YOUR CONTENT.** You grant us a nonexclusive, worldwide, royalty-free, and fully paid license to access, use, display, perform, reproduce, and distribute Your Content as necessary for us to provide the Harvest Solution. For the limited purpose of carrying out our obligations under this Agreement, we may give our third-party service providers (for example, a hosting provider) access to Your Content, provided such third-party service provider has agreed in writing to restrictions concerning usage and disclosure of such content that are no less restrictive than the terms of the Agreement.



1.6 INDEMNIFICATION. You shall defend, indemnify and hold harmless us and our officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of any claim by any End User or other third party to the extent such claim is based on or related to Your Content or your use or misuse of the Harvest Solution.

1.7 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE HARVEST SOLUTION IS PROVIDED "AS IS", AND WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE HARVEST SOLUTION WILL BE ERROR-FREE OR UNINTERRUPTED.

1.8 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION), REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE HARVEST SOLUTION AND THESE TERMS SHALL NOT EXCEED THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM AT ISSUE.

1.9 SUPPORT. Harvest shall provide to Client all technical support and maintenance services related to the Harvest Solution in accordance with the provisions set forth below. The following technical support issues are supported by Harvest's technical support team: (i) general software operational problems and (ii) general questions about implementation and configuration of the Harvest Solution. Technical support requests are classified in several service levels as described below ("SLAs"). The SLAs differ in initial response time and other parameters depending on the priority level of the request. The priority level assigned to technical support requests will be determined by Harvest in accordance with description below. Harvest will only respond to technical support issues that can be reproduced by Harvest (and will provide notice within 2 business days of any technical support issue that cannot be reproduced by Harvest). Technical support requests are generally processed on a first-come, first-served basis. The response period depends on the current technical support service workload and can take less time than set forth in the SLA. Maximum response periods will be in accordance with the SLAs. However, Priority 1 and Priority 2 requests that require immediate response or direct help of Information Technology (IT) support specialists may be processed out of turn. The resolution period depends on the level of urgency of the request, complexity of the problem, and the potential need to involve members of Harvest's development department to resolve the request. Harvest cannot guarantee a specific timeframe for resolving all technical issues. Sometimes, a problem can be resolved immediately upon receipt. In other circumstances, Harvest will need to request additional information from Client before being able to resolve the issue. Harvest will work to resolve all issues in a timely fashion.

1.10 SLAs.

1.10.1 RESPONSE SLA. "Business Day" means Monday through Friday, 8:00 a.m. to 6:00 p.m. Pacific Time, excluding U.S. federal holidays.

Priority Level	Initial Response	Support Availability
Priority 1	2-4 hours	24x7
Priority 2	4 hours	24x7
Priority 3	24 hours	Business Days
Priority 4	24 hours	Business Days

Priority 1 - Critical Impact/System Down. Major feature or product failure or data corruption resulting in the majority of End Users being unable to access substantially all of the Service. The qualifying conditions are: Harvest Solution is completely unusable. (Example: Client is unable to login to advisor portal (advisor.clientdomain.harvestsw.com) within 20 seconds.) Harvest related issue that impacts the execution of trades, ability to onboard an End User, or accessing of End User accounts or other End User authenticated functions. Harvest will have first response within 4 hours (24 hours a day, 365 days a year) and keep Client apprised of response every 4 hours. Harvest will work 24 hours per day, 7 days a week until an emergency fix or bypass is developed and operable. Upon request by Harvest, Client will use reasonable efforts to make a designated contact available 24 hours per day, 7 days a week, to assist Harvest's technical support personnel in the investigation of the issue.

Priority 2 - Serious/Urgent - Significant business impact. Major feature or product failure where no workaround exists resulting in a high number of End Users being unable to access a substantial feature of the Harvest Solution. The Harvest Solution is usable but severely inhibited. Qualifying conditions are: service interruptions to some, but not all End Users and important tasks cannot be performed, but the error does not impair essential operations of the Harvest



Solution. (Example: Service performance is slow but production is still performing). Harvest will work during Business Days until an emergency fix or bypass is developed and operable. A permanent solution will be performed during Business Days.

Priority 3 – Low/Minor impact. Minor feature or product failure, workaround exists and minor performance degradation not impacting production, but important to long-term productivity. Qualifying conditions are: (i) the Harvest Solution is up and running but operational performance is impaired, (ii) a workaround exists, but it is only temporary, (iii) the Harvest Solution still functions but there are functional limitations that are not critical in the daily operation, (iv) does not prevent operation of the Harvest Solution yet there could be minor degradation in performance, or (v) moderate loss of Harvest Solution functionality or performance resulting in multiple End Users impacted in their normal functions. Harvest will work during Business Days until a temporary repair is in place and then work to provide a permanent repair.

Priority 4 - Standard/Informational. “How to” questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions. Qualifying conditions are: (i) problem does not have significant impact to Client or the problem involves Harvest Solution functionality that is not important and infrequently used, (ii) there are no extenuating circumstances that would require this issue to be immediately resolved, (iii) the problem causes little impact on Client operations or a reasonable work-around for the problem has been implemented, and/or (iv) the problem results in minimal or no interruptions to normal operations (no business impact), (v) non-critical, minor loss of Harvest Solution functionality or product feature question, (vi) minor cosmetic issues including text/copy errors and/or (vii) functionality does not match documented specifications. Harvest will work during Business Days to address Priority 4 requests in order of their priority.

1.10.2 EXCLUDED ISSUES. Notwithstanding anything to the contrary in the Agreement, Harvest will have no obligations with respect to any issue that arises from or relates to any of the following: (a) use of the Harvest Solution not in accordance with the applicable Harvest Documentation; (b) any use of the Harvest Solution in a computing environment not meeting the system requirements set forth in the Harvest Document; (c) any modification of the Harvest Solution by anyone other than Harvest or its authorized agents; (d) any issues arising from the failure of the Harvest Solution to interoperate with any other software, services, or equipment except to the extent that such interoperability is mandated in the Document; (e) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; (f) any third party service provider; (g) any issue that is not reproducible by Harvest in its staging environments or is not visible in the production environment; or (h) any violation of the terms of the Agreement.

SERVICE LEVEL AVAILABILITY. Harvest will use commercially reasonable efforts to ensure that the Harvest Solution will be available 7 days a week, 24 hours per day, 365 days of the year, providing that Harvest may from time to time perform maintenance services and upgrades. Harvest will use all commercially reasonable efforts to ensure that during each calendar month, the Harvest Solution is available for at least 99% of the foregoing period, except as provided below: (i) upgrades to the service of a duration of less than 20 minutes each, (ii) maintenance for which Harvest provides 24 hours advance on-line notice for interruptions less than 60 minutes, (iii) 11:00 p.m. to 3:00 a.m. Pacific Time Saturday, (iv) loss of availability caused by software or hardware not provided or controlled by Harvest, (v) loss of availability due to a Force Majeure, (vi) loss of availability caused by actions or inactions of Client, End User or any third party (other than Harvest’s direct hosting subcontractor), and (vii) loss of availability that arise from Harvest’s suspension or termination of Client’s right to use the Harvest Solution in accordance with this Agreement. The foregoing clauses “(i)” through “(vii)” are collectively referred to as “**Excluded Downtime**”.