



1. SS&C EVARE HELD AWAY THIRD-PARTY TERMS.

1.1 Held Aware Service (“**Held Away Service**”) is provided by SS&C Evare (“**Evare**”). Client engages FIS to provide Held Away Services, in accordance herewith. Client’s Customers may have trust, investment, and retirement accounts established through multiple financial institutions. This service permits Client to access certain account information across those of its Customer’s accounts that are either (i) held by Client (“**Held Accounts**”) or (ii) held by a Linked Custodian (“**Held Away Accounts**”). Client may use the Solution to set up both Held Accounts and Held Away accounts in the Solution to accommodate combined Customer reporting, combined performance reporting, and combined portfolio management.

1.2 The Held Away Service is provided for use by Client and its users only through the Solution. Client shall have sole responsibility and liability for providing, administrating, and managing the relationship with Customers and for providing customer support in connection with these services to Customers. FIS has contracted with data aggregator Evare to support data collection for Held Away Accounts. Evare shall be considered a Third-Party Provider as that term is defined in the Agreement. Evare will gather certain data relating to Held Away Accounts of Customers (“**Customer Financial Data**”) from certain financial institutions that hold Held Away Accounts and have established the appropriate links with Evare (“**Linked Custodians**”). A dedicated interface between Evare’s proprietary Held Away Service and FIS’s Solution will provide Client with access to the Customer Financial Data. Client may, from time to time, identify to FIS those entities that Client wishes to be Linked Custodians. Client will secure and furnish to FIS the written consent of such Linked Custodians to the establishment of a link between the Linked Custodian and the Evare Held Away Service and their agreement to furnish Customer Financial Data over the link. Client will be required to request from each Linked Custodian the transmission of Customer Financial Data to Evare through separate files for this service. Client shall furnish to Evare all necessary approvals and/or documentation for establishing the required relationships with Linked Custodians, including the necessary account numbers of all accounts for which Customer Financial Data will be required and any authorizations from Customers that the Linked Custodian may require. Client will indemnify and hold harmless both FIS and Evare from any claim that either FIS or Evare improperly obtained any Customer Financial Data requested by Client.

1.3 FIS is responsible only for assuring that information provided for Held Away Accounts accurately reflects the Customer Financial Data actually received from the applicable Linked Custodian. Neither FIS nor Evare shall bear any liability for the incompleteness or inaccuracy of any Customer Financial Data received by FIS or Evare. Client will indemnify and hold harmless both FIS and Evare against any and all claims by others in respect of any incompleteness or inaccuracy of Customer Financial Data that is not the result of the intentional or willful misconduct of FIS or Evare. Neither FIS nor Evare shall be held responsible for any action or omission of any Linked Custodian, including without limitation, any decision by a Linked Custodian to discontinue a link to Evare or for any failure by a Linked Custodian to furnish Customer Financial Data to Evare on a timely basis or at all. Client acknowledges that FIS is not the provider of the Held Away Service, and Client shall, if required by FIS or Evare, enter into a separate agreement for the Held Away Service directly with Evare. FIS makes no warranties or representations of any kind regarding the correctness, accuracy, completeness, merchantability or fitness of the Held Away Service or any associated data, information or system.

1.4 Client shall comply with all Laws associated with its use of this service. Client is solely responsible for: (i) any disclosure to its Customers, including but not limited to privacy and data access, and the terms and conditions for each Client product or service made available through the Service; (ii) verifying each Customer’s identity, (iii) contracting with, and managing the relationship with, Customers using the Service, and (iv) obtaining all necessary Customer authorization to provide the Service. Client shall also be responsible for maintaining all applicable licenses and registrations for its business activities. Client shall pay FIS any fees associated with furnishing Data and/or output to agencies or other bodies that regulate Client.