1. **SMARTPLAN THIRD-PARTY TERMS (vWISE)**.

1.1 DOCUMENTATION. As made available by the Third-Party Provider through the Third-Party Software.

1.2 USER NAMES AND PASSWORDS. FIS and/or Third-Party Provider reserve the right to change or update usernames and passwords in its sole discretion from time to time. Each username and password may only be used to access the Third-Party Software during one (1) concurrent login session. Client (i) will provide information and other assistance as necessary to enable FIS and/or Third-Party Provider to establish such usernames and passwords; (ii) will verify all requests for such usernames and passwords; (iii) is responsible for maintaining the confidentiality of all such usernames and passwords; (iv) is solely responsible for all activities that occur under such usernames; and (v) will notify FIS and/or Third-Party Provider promptly of any actual or suspected unauthorized use of Client's account, or such usernames or passwords, or any other breach or suspected breach of the Agreement. FIS and/or Third-Party Provider reserve the right to terminate access to the Third-Party Software via any username or password that FIS and/or Third-Party Provider 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 RESERVATION OF INTELLECTUAL PROPERTY RIGHTS. As between Client and Third-Party Provider, the Third-Party Provider reserves all rights, title, and interest in and to the Third-Party Software and its software, products and technology and all modifications and derivative works related thereto, including all related intellectual property rights.

1.4 LIMITATIONS. Client will not, and will not permit any User to: (i) permit any person or entity to access the Third-Party Software, other than Client and its Users to the extent authorized under the Agreement; (ii) use the Third-Party Software except in accordance with this Agreement, the Documentation and applicable law; (iii) modify, adapt, alter, copy or translate the Third-Party Software; (iv) sell, resell, license, distribute, rent or lease the Third-Party Software, or include the Third-Party Software in a service bureau or outsourcing offering; (v) use the Third-Party Software to store or transmit any "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other harmful computer code, files, scripts, agents or programs; (vi) use the Third-Party Software 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; (vii) access the Third-Party Software in order to build a competitive product or service; (viii) interfere with or disrupt the integrity or performance of the Third-Party Software or the technology used in connection with provision of the Third-Party Software; (ix) attempt to gain unauthorized access to the Third-Party Software or such technology; or (x) 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 CLIENT CONTENT. Client grants a nonexclusive, worldwide, royalty-free and fully paid license to access, use, display, perform, reproduce, and distribute information or data provided by Client for the purpose of being included in communications to Users through or about the Third-Party Software, including Client's Risk Tolerance Questionnaire and Client's logo ("**Client Content**") solely as necessary for FIS and/or Third-Party Provider to provide the Third-Party Software. For the limited purpose of carrying out its obligations under the Agreement, Third-Party Provider may give its third-party service providers (for example, a hosting provider) access to Client Content, provided such third-party service provider has agreed in writing to restrictions concerning usage and disclosure of such Client Content that are no less restrictive than the terms of the Agreement.

1.6 INFRINGEMENT INDEMNIFICATION. Third-Party Provider shall indemnify, defend and hold harmless Client and its affiliates, directors, officers, employees, agents or assigns from any and all damages, costs, losses, liabilities and expenses arising from any allegation or claim by any third-party that the Third-Party Software, as and when made available to Client and when properly used for the purpose and in the manner authorized by the Agreement, infringes upon any IP Right of a third-party. Third-Party Provider's obligation under this Section 5 is contingent upon Client (i) promptly giving notice to FIS and/or Third-Party Provider within ten (10) days after the date Client first receives notice of the applicable infringement claim (provided that later notice shall relieve Third-Party Provider of its liability and obligations under this Section 5 only to the extent that Third-Party Provider is prejudiced by such later notice); (ii) allowing Third-Party Provider to have sole control of the defense or settlement of the claim; (iii) reasonably cooperating with Third-Party Provider during defense and settlement efforts; and (iv) not making any admission, concession, consent judgment, default judgment or settlement of the applicable infringement claim or any part thereof.

1.7 EXCLUSIONS. Third-Party Provider is not liable for any performance problem, claim of infringement or other matter to the extent attributable to: (i) Client's modification of Third-Party Software; (ii) Client's combination, interface, operation or use of Third-Party Software with third-party technology for which the Third-Party Software is not approved or intended; (iii) misuse of the Third-Party-Service by Client or its Users, directors, officers or employees; and (iv) any breach by Client of the obligations of Client under the Agreement hereunder. This section shall survive termination and cancellation of the Agreement.

1.8 ENHANCEMENTS. Upgrades; Suspension. During the term of the Agreement, the Third-Party Provider shall make available to Client and its Users, for use as permitted by the Agreement, the Third-Party Software and all new

Third-Party Software enhancements, modifications, or improvements that are released generally to Third-Party Provider's customers after the Order Effective Date. Certain product or feature upgrades may be subject to additional fees normally charged by Third-Party Provider to the public for such additional features or functionality and shall be identified and marketed as such. Provision of the Third-Party Software to a Client may be suspended during any time when the Third-Party Provider reasonably believes that such Client or its User's use of the Third-Party Software does not comply with the Agreement, the Third-Party Software Agreement or the Documentation, and Third-Party Provider shall give prompt notice to FIS of the suspension and the reason therefor.

1.9 WARRANTIES. Third-Party Provider warrants that: (i) For the Term of the Agreement, Third-Party Provider will provide the Third-Party Software and the Third-Party Software will perform in accordance with the specifications set forth in these Third-Party Terms and the applicable user guides; (ii) Third-Party Provider possess the resources to perform the Third-Party Software and the Third-Party Software will be performed by skilled, competent and qualified personnel; (iii)Third-Party Provider is the owner of the Third-Party Software, or otherwise has the legal right and full authority to provide to Client the Third-Party Software provided hereunder, without the need to obtain any licenses, releases, consents, approvals, authorizations, permits or immunities of any governmental or regulatory authority or other third-party not yet obtained; (iv)The Third-Party Software does not and will not contain any disabling device or code that will, including with the passage of time, impair the functionality or use of the Third-Party Software.

1.10 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE THIRD-PARTY SOFTWARE IS PROVIDED "AS IS", AND FIS AND THIRD-PARTY PROVIDER 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. FIS AND THIRD-PARTY PROVIDER DO NOT WARRANT THAT THE THIRD-PARTY SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED.

1.11 CLIENT INDEMNIFICATION. Client shall defend, indemnify, and hold harmless FIS and Third-Party Provider and each of its 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 User or other third-party to the extent such claim is based on or related to Client Content or Client's use or misuse or the Third-Party Software.

1.12 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, THIRD-PARTY PROVIDER SHALL NOT BE LIABLE TO CLIENT 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. THIRD-PARTY PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY SOFTWARE AND/OR THE AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT DURING THE 12 MONTHS PRECEDING THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM AT ISSUE.

1.13 TECHNICAL SUPPORT. Technical Support is provided by Third-Party Provider to FIS and Client, and not to Client's Users.

1.13.1 The following technical support issues are supported by Third-Party Provider's technical support team: (x) General software operational problems; and (y) General questions about implementation and configuration of the Third-Party Software.

1.13.2 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 Third-Party Provider in accordance with Section 3 below. Third-Party Provider will only respond to technical support issues that can be reproduced by Third-Party Provider (and will provide notice within 2 business days of any technical support issue that cannot be reproduced by Third-Party Provider).

1.13.3 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.

1.13.4 The resolution period depends on the level of urgency of the request, complexity of the problem, and the potential need to involve members of Third-Party Provider's development department to resolve the request. Third-Party Provider cannot guarantee a specific timeframe for resolving all technical issues. Sometimes, a problem can be resolved immediately upon receipt. In other circumstances, Third-Party Provider will need to request additional information from Client before being able to resolve the issue. Third-Party Provider will work to resolve all issues in a timely fashion.

1.14 RESPONSE SLA.

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

1.14.1 PRIORITY 1 LEVEL DESCRIPTION - CRITICAL IMPACT/SYSTEM DOWN.

(a) OVERVIEW. Major feature or product failure or data corruption resulting in the majority of named users and/or Users unable to access substantially all of the Third-Party Software.

(b) QUALIFYING CONDITIONS:

(i) Third-Party Software completely unusable.

- Example: Client's plan participant population cannot access the Third-Party Software.

(ii) Third-Party Provider related issue that impacts the ability to onboard a User or accessing of User accounts or other User authenticated functions.

(c) EXPECTATIONS:

(i) Third-Party Provider will have first response within 4 hours (24 hours a day, 365 days a year) and keep Client appraised of response every 4 hours.

(ii) Third-Party Provider will work 24 hours per day, 7 days a week until an emergency fix or bypass is developed and operable.

(iii) Upon request by Third-Party Provider, Client will use reasonable efforts to make a designated contact available 24 hours per day, 7 days a week, to assist Third-Party Provider's technical support personnel in the investigation of the issue.

1.14.2 PRIORITY 2 LEVEL DESCRIPTION - SERIOUS/URGENT - SIGNIFICANT BUSINESS IMPACT.

(a) OVERVIEW. Major feature or product failure where no workaround exists resulting in a high number of named users and/or end users unable to access a substantial feature of the Third-Party Software. The Third-Party Software is usable but severely inhibited.

(b) QUALIFYING CONDITIONS.

(i) Service interruptions to some, but not all Users and/or named users.

(ii) Important tasks cannot be performed, but the error does not impair essential operations of the Third-Party Software.

- Example: Third-Party Software performance is slow, but production is still performing.

(c) EXPECTATIONS:

(i) Third-Party Provider will work during Business Days until an emergency fix or bypass is developed and operable.

(ii) A permanent solution will be performed during Business Days.

1.14.3 PRIORITY 3 LEVEL DESCRIPTION – LOW/MINOR IMPACT.

(a) OVERVIEW. Minor feature or product failure, workaround exists and minor performance degradation not impacting production, but important to long-term productivity.

(b) QUALIFYING CONDITIONS.

(i) The Third-Party Software is up and running but operational performance is impaired.

(ii) Workaround exists, but it is only temporary.

(iii) The Third-Party Software still functions but there are functional limitations that are not critical in the daily operation.

(iv) Does not prevent operation of the Third-Party Software yet there could be minor degradation in performance.

(v) Moderate loss of Third-Party Software functionality or performance resulting in multiple Users impacted in their normal functions.

(vi) Client is unable to login to Admin or Advisor portal.

(c) EXPECTATIONS. Third-Party Provider will work during Business Days until a temporary repair is in place and then work to provide a permanent repair.

1.14.4 PRIORITY 4 LEVEL DESCRIPTION- STANDARD/INFORMATIONAL.

(a) OVERVIEW. "How to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

(b) QUALIFYING CONDITIONS. (1) Problem does not have significant impact to Client, or the problem involves Client functionality that is not important and infrequently used. (2) There are no extenuating circumstances that would require this issue to be immediately resolved. (3) The problem causes little impact on Client operations or a reasonable work-around for the problem has been implemented. (4) The problem results in minimal or no interruptions to normal operations (no business impact). (5) Non-critical, minor loss of Third-Party Software functionality or product feature question. (6) Minor cosmetic issues including text/copy errors. (7) Functionality does not match documented specifications.

(c) EXPECTATIONS. Third-Party Provider will work during Business Days to address Priority 4 requests in order of their priority.

(d) EXCLUDED ISSUES. Notwithstanding anything to the contrary in the Agreement, Third-Party Provider will have no obligations with respect to any issue that arises from or relates to any of the following: (a) use of the Third-Party Software not in accordance with the applicable Documentation; (b) any use of the Third-Party Software in a computing environment not meeting the system requirements set forth in the Documentation or specifications document provided by Third-Party Provider; (c) any modification of the Third-Party Software by anyone other than Third-Party Provider or its authorized agents; (d) any issues arising from the failure of the Third-Party Software to interoperate with any other software, services, or equipment except to the extent that such interoperability is mandated in the specifications document provided by Third-Party Provider; (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 Third-Party Provider in our staging environments or, as directed by FIS, is not visible in the production environment; or (h) any violation of the terms of the Agreement.

1.15 TECHNICAL SUPPORT PROCEDURE.

1.15.1 CONTACTING TECHNICAL SUPPORT. The technical support procedure is initiated by a technical support request posted in a technical support ticket. Client can submit a technical support ticket in the following ways: (i) Sending an email to: support@vWise.com. This email address is monitored 24x7. Or (ii) Phone: (877) 820-8212 (except for Priority 1 or Priority 2 issues because this is a business day phone line).

1.15.2 TICKET EXPECTATIONS. Each technical support ticket should include the following information in order to reduce the resolution time:

(a) The problem description and the step-by-step procedure to reproduce the error. The technical support specialists may inquire about information concerning the server software configuration and versions, and the configuration of Client's software.

(b) All problems should be described using commonly accepted software or hardware terminology whenever possible.

(c) Each time Client submits a technical support ticket or sends a message that is further accepted by Third-Party Provider's technical support staff as a technical support ticket, Third-Party Provider will generate and send a notification stating that the issue will be taken care of according to the service level assigned.

(d) After Third-Party Provider's technical support staff has received a ticket, Client will receive a notification, which includes the technical support ticket information with a unique service ticket ID. If technical support is done via email, Client must preserve the ticket ID in the e-mail message subject field during the whole period of correspondence with Third-Party Provider's technical support staff.

(e) When creating a ticket or sending a support request via email, Client can include screenshots and other images that can help to identify and resolve the problem. Screenshots are to be created in PNG, GIF, JPG formats.

1.15.3 REASONS FOR TICKET DELAYS. There are a number of circumstances that can delay or even prevent the problem-solving process:

(a) Lack of information required to resolve the problem. Minimum information needed for each support ticket includes:

(i) Date and time that issue occurred.

(ii) Detailed description of issue.

- Application used (i.e. Consumer or Firm Portal).

- Describe User action(s) and system responses(s).

- Provide expected result/behavior and actual result/behavior.

- Include steps to reproduce issue.

- Include screenshots, as necessary.

- If related to a specific account, then provide account number.

(iii) Browser version used.

(b) A problem cannot be reproduced using a similar hardware configuration or Client account cannot be accessed using the authorization information provided in the technical support ticket.

(c) The problem requires custom improvements of the Third-Party Software that are currently being developed or not planned to be included in a later product release.

(d) Improper use of the Third-Party Software, or general violation of terms and conditions of the Agreement.

(e) The question is beyond the Third-Party Provider's technical support service scope with respect to third-party products or services used by Client or its end users.

(f) Incorrect, incomplete or misleading information given by Client.

(g) Bug Fix Policy.

(i) Cumulative patch release (bug fixes) will occur with regular frequency. Major releases attempt to address the most critical bugs affecting Third-Party Provider's customers. If a bug is disruptive to the overall performance of the Third-Party Software, then it will be resolved in accordance with the terms of this Support and Service Level Agreement, provided that:

- The fix is technically feasible (i.e., it doesn't require a major architectural change and a root cause has been identified).

- The fix does not impact the quality or integrity of a product.

(ii) For non-critical bugs, Third-Party Provider prioritizes the non-critical bugs according to these factors:

- How many of our supported configurations are affected by the problem.

- Whether there is an effective workaround or patch.

- How difficult the issue is to fix.

- Whether many bugs in one area can be fixed at one time.

1.16 AVAILABILITY SLA.

1.16.1 Third-Party Provider will use commercially reasonable efforts to ensure that the Third-Party Software will be available 7 days a week, 24 hours per day, 365 days of the year, provided that Third-Party Provider may from time to time perform maintenance services and upgrades.

1.16.2 Third-Party Provider will use all commercially reasonable efforts to ensure that during each calendar month during the Term, the Third-Party Software is available for at least 99% of the foregoing period, except as provided below:

(a) Upgrades to the service of a duration of less than 20 minutes each.

(b) Maintenance for which Third-Party Provider provides 24 hours advance on-line notice for interruptions less than 60 minutes.

(c) 11:00 p.m. to 3:00 a.m. Pacific Time on Saturdays.

(d) Loss of availability caused by software or hardware not provided or controlled by Third-Party Provider.

(e) Loss of availability due to Force Majeure Events.

(f) Loss of availability caused by actions or inactions of FIS, Client or any third-party (other than Third-Party Provider's direct hosting subcontractor).

(g) Loss of availability that arise from Third-Party Provider's suspension or termination of Client's right to use the Third-Party Software in accordance with the Agreement.

The foregoing clauses "(1)" through "(7)" are collectively referred to as "Excluded Downtime".

1.16.3 Third-Party Provider will use commercially reasonable efforts to ensure that non-production instances (sandboxes) of the Third-Party Software are available for at least 90% of the period defined as Business Day above, except for Excluded Downtime. Sandbox maintenance and upgrades may be performed during Business Days at the discretion of Third-Party Provider. Maintenance and upgrades of the sandbox during business hours and non-business hours shall be considered Excluded Downtime.

1.17 SUPPORT TERMS. Third-Party Provider shall be responsible for performing all Tier 1 technical support and maintenance services related to the Third-Party Software as set forth in the Support and Service Level Agreement. Third-Party Provider shall provide all Service support to FIS and/or Clients in accordance with the Support and Service Level Agreement, including without limitation telephone access to: (i) a program control center that will receive reports of defects between 9:00 a.m. to 6:00 p.m., ET, Monday through Friday, excluding any holiday recognized by the U.S. Federal Reserve Board); and (ii) an emergency U.S. answering service available at all times (24/7) for reporting defects that cause a complete system failure. Third-Party Provider will respond to calls within the timeframes specified in the Support and Service Level Agreement. For the sake of clarity and avoidance of doubt, Third-Party Provider shall also provide Tier 2 Phone Support ("**help desk**") to FIS and/or Clients within the same parameters discussed above. Third-Party Provider shall coordinate issues via FIS help ticketing system. "**Tier 1**" customer support service means providing first line phone/helpdesk support directly to Client's Users. "**Tier 2**" customer support service means providing technical and other support to Client.

1.18 ADDITIONAL DUTIES REGARDING DATA PROTECTION. The Third-Party Provider shall host all software used in the provision of the Third-Party Software in a data center that maintains administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, availability, and integrity of Client data. FIS shall have the right to provide a copy of Third-Party Provider's SOC 2 report to Client.

1.19 BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY. Third-Party Provider will establish and maintain disaster recovery and business continuity plans designed to minimize the risks associated with a disaster affecting Third-Party Provider's ability to provide the Third-Party Software, which includes off-site data storage and recovery infrastructure. Third-Party Provider's recovery time objective for the Third-Party Software ("**RTO**") is 48 hours. Third-Party Provider will maintain adequate backup procedures in order to recover Client's data to the point of the last available good backup, with a recovery point objective ("**RPO**") of 24 hours. Third-Party Provider will test its disaster recovery and business continuity plans, including call trees, not less frequently than annually, and will annually certify to FIS that the disaster recovery and business continuity plans are fully operational. If the Third-Party Provider fails to meet the RTO and RPO in any annual test, Third-Party Provider shall perform a root cause analysis of the cause of the failure to meet the RTO or RPO and will remediate the cause of such failure and retest within 6 months of the failed test. Third-Party Provider will provide its disaster recovery plan and test results to FIS and FIS may share such disaster recovery plan and test results with Client.

1.20 DEFINITIONS:

1.20.1 "**Business Day**" as used in this Section of the Third-Party Products Terms, means Monday through Friday, 8:00 a.m. to 6:00 p.m. PT, excluding U.S. federal holidays.

1.20.2 "**User(s)**" as used in this Section of the Third-Party Products Terms, means any of Client's customers, or their customers, to the extent such persons are provided access to the Third-Party Software hereunder.