



1. **WEALTH ACCESS ADDITIONAL TERMS.** Client agrees to the following terms and conditions for the Wealth Access Software:

1.1 DEFINITIONS. Solely For purposes of these Wealth Access Additional Terms, the following terms shall have the following meanings:

“**WA Additional Terms**” means these Wealth Access Additional Terms together with any exhibits, addenda, or schedules.

“**Authorized**” means, with reference to a User, that such person has been authorized by the Client Administrator to access and use the Licensed Software.

“**Client Data**” means all data entered into the Licensed Software by a User or entered into the Licensed Software by or on behalf of Client pursuant to a conversion from or interface with another system, in either case as such data is maintained in the Licensed Software from time to time during the Term.

“**Client Materials**” means any content, materials, data, and information supplied by Client.

“**Client Administrator**” means the person identified pursuant to Wealth Access procedures in effect from time to time who is authorized to Authorize and terminate the Authorization of Users, to update Client’s online registration information, and to accept notices from Wealth Access as provided in these WA Additional Terms, as such person may be changed by Client from time to time in accordance with the procedures set forth in these WA Additional Terms.

“**Data Provider**” means a third party engaged by Wealth Access to access account information of External Users from other third parties that maintain such accounts and to provide such information to Wealth Access.

“**De-Identified**” means information is effectively de-identified by removing Personal Information and other data attributes such that it does not relate to nor is reasonably linkable to Client or any identifiable particular individual, consumer, data subject, or household.

“**Documentation**” means all documentation (whether printed or in an electronic retrieval format) supplied or made available to Client by or on behalf of Wealth Access for use with or in support of Licensed Software or its implementation, including without limitation any and all revisions, modifications, and updates thereof as may be supplied or made available by or on behalf of Wealth Access to Client during the Term and all copies thereof made by or on behalf of Client.

“**Environment Specifications**” means the minimum information technology environment necessary for use of the Licensed Software described in the FAQs published by Wealth Access on its website at www.wealthaccess.com, as revised from time to time by written notice to Client.

“**External User**” means a customer of Client who is Authorized to access and use the Licensed Software.

“**Infringement Claim**” means a claim that Client’s use of any Licensed Software in accordance with the terms and conditions of these WA Additional Terms infringes a United States copyright or United States patent of a third party brought during the Term.

“**Internal User**” means Client, or an employee, consultant, contractor, or agent of Client providing services to Client having a bona fide need to access and/or use the Licensed Software for a purpose set forth in these WA Additional Terms who is Authorized to access and/or use the Licensed Software, which, without limiting the foregoing, shall include the Client Administrator.

“**Licensed Materials**” means the Wealth Access Software and the Documentation.

“**Licensed Software**” means the Wealth Access Software described in the Order together with any associated database structures and queries, interfaces, tools, and the like as provided by Wealth Access to Client pursuant to these WA Additional Terms, and all bug fixes, error corrections, updates, improvements, and new releases that are not designated as new products for which Wealth Access charges a separate fee, as they become generally available, and any existing related Documentation.

“**Order**” means the Order between FIS and Client under which the Licensed Software is made available to Client.

“**Personal Information**” means any Client information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, data subject, or household.

“**Service Level Objectives**” means the provisions set forth in Section 1.16 (Service Level Objectives) of these WA Additional Terms.

“**Services**” means the services to be provided by Wealth Access in accordance with these WA Additional Terms.



“**Term**” means the term of Client’s license of the Licensed Software, which term shall expire upon the earlier of (i) Wealth Access’s termination of Client’s access to the Licensed Software or (ii) termination of the Order.

“**Tools**” means Wealth Access’s proprietary information and know-how used at any time by Wealth Access in the conduct of its business, including without limitation, technical information, designs, templates, software modules, software code, processes, methodologies, systems used to create computer programs or software, procedures, code books, computer programs, plans, or any other similar information including improvements, modifications or developments thereto.

“**User**” means an Internal User or an External User.

“**Wealth Access**” means Wealth Access, Inc.

“**Wealth Access Confidential Information**” means the Licensed Materials and all non-public information regarding Wealth Access.

“**Wealth Access Software**” means proprietary software applications of Wealth Access.

1.2 SOFTWARE SUBSCRIPTION AND LICENSE. Subject to the terms and conditions of these WA Additional Terms, Wealth Access grants to Client a non-exclusive, non-transferable (except as otherwise provided herein), worldwide, irrevocable (except as otherwise provided herein) license during the Term as follows:

1.2.1 To access and use the Licensed Software in furtherance of system implementation, maintenance, technical support, audit, compliance, or other business purposes of Client;

1.2.2 To access and use, and to Authorize Internal Users to access and use, the Licensed Software in accordance with the terms of these WA Additional Terms and the Order in conjunction with the provision of financial or other professional services to External Users or for Client’s internal business purposes in support of the foregoing, provided that the number of Internal Users not exceed the maximum, if any, set forth in the Order;

1.2.3 To grant, pursuant to procedures established by Wealth Access from time to time, sublicenses for External Users to access and use the Licensed Software in accordance with the terms of the Order and these WA Additional Terms in conjunction with the monitoring and administration of such External Users’ investments and other financial affairs, provided that the number of External Users shall not exceed the maximum, if any, set forth in the Order; and

1.2.4 To make and authorize Users to make, copies of such portions of the relevant Documentation as are provided or made available by Wealth Access in an electronic retrieval format, provided that no more than a reasonable and necessary number of such copies of the Documentation may be in existence at any one time. Client shall preserve, and shall cause each User to preserve, on and/or in all such backup copies all of Wealth Access’s copyright and other restrictive and proprietary notices in the form and content as they appear on and/or in the Documentation. Client acknowledges and agrees that all such backup copies are and shall remain Licensed Software.

1.3 LICENSE RESTRICTIONS. Client shall not, and shall not attempt to: (i) use the Licensed Software in a manner inconsistent with the terms of these WA Additional Terms; (ii) reverse-engineer or copy the actual source code of the Licensed Software; (iii) modify, adapt, translate, or create derivative works based upon any part of the Licensed Software, or combine or merge any part of the Licensed Software with or into any other software, content, or documentation except as expressly authorized by these WA Additional Terms (by way of clarification, the production of reports generated by the Licensed Software shall not be deemed a violation of this clause); (iv) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Software, copyright and other proprietary notices in any copy of any portion of the Licensed Software or Services provided to Client; (v) except as otherwise expressly provided by these WA Additional Terms, sell, market, license, sublicense, distribute, rent, loan, operate for, or otherwise provide to any third party any right to possess or utilize any portion of the Licensed Software, without the express prior written consent of Wealth Access (which may be withheld by Wealth Access for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as Wealth Access reasonably requests); or (vi) use the Licensed Software to gain or attempt to gain unauthorized access to any applications or services for which Client has not paid the applicable fees.

Any provision of these WA Additional Terms to the contrary notwithstanding, if Wealth Access reasonably believes that use of the Licensed Software by any User will or could disrupt operation of the Licensed Software, other customers’ use of the Licensed Software, or the infrastructure used to provide the Licensed Software, or will or could result in unauthorized access to the Licensed Software or information stored or processed by or through the Licensed Software, Wealth Access without notice to Client may suspend or limit use of the Licensed Software to the extent and for such time as Wealth Access reasonably deems necessary or appropriate.

1.4 HOSTING AND SUPPORT SERVICES. Subject to the terms and conditions of these Additional Terms, provided Client is not in default of its obligations hereunder, Wealth Access shall provide, and Client shall accept, the



following hosting and support services for Licensed Software during the term of the Order. No separate document is required for hosting and support services.

1.4.1 Wealth Access will host the Licensed Software as software-as-a-service in a multi-tenant environment in accordance with the Service Level Objectives.

1.4.2 Wealth Access will provide to Client technical support and maintenance services following industry standards pursuant to the Service Level Objectives. Wealth Access's support and maintenance obligations pursuant to these WA Additional Terms are conditioned on access to and use of the Licensed Software in an information technology environment meeting the Environment Specifications. Further, Client acknowledges that Wealth Access has no obligation to provide technical support services for any problems caused as a result of negligence, abuse, or misuse by Client or Users. Wealth Access will notify Client of any changes to the Environmental Specifications promptly and reasonably in advance of the effective date of any such change.

1.4.3 Subject to Client's reasonable cooperation and obligations hereunder, Wealth Access shall cause the Licensed Software to be implemented for use by Client and Users in accordance with a mutually agreed timeline. Wealth Access agrees to provide training to Client personnel on the use and operation of the Licensed Software, and Client agrees to make available the appropriate staff during implementation at reasonable times. Client acknowledges that successful implementation and training is contingent on the reasonable cooperation and assistance of Client, and Client agrees timely to cooperate and assist Wealth Access as reasonably requested.

1.5 CLIENT OBLIGATIONS.

1.5.1 CLIENT ADMINISTRATOR. Client shall identify to FIS at all times during the Term at least one Client Administrator. Subject to the policies and in accordance with the procedures of Wealth Access in effect from time to time, Client may substitute another person as Client Administrator and may authorize additional individuals as Client Administrators, provided that any Client Administrator shall be and remain an employee of Client.

1.5.2 RESPONSIBILITY FOR USE. Client is responsible for Users' use of the Licensed Software and the Services and will ensure that all Users comply with Client's obligations under these WA Additional Terms and that the terms of Client's agreement with each User are consistent with these WA Additional Terms. Client shall communicate to each User that the Licensed Software may contain errors in data and/or presentation or processing logic and therefore is to be used as a support tool only and expressly is not to be relied upon as a sole source of information in connection with the provision of financial or investment advice or services or in connection with the decision to undertake or the execution of any financial or investment strategy or any trade, purchase, or sale of securities or other property. Client shall take reasonable steps designed to ensure that Users do not share logon credentials or attempt to access Licensed Software without providing valid logon credentials specific to such individual to the extent within Client's control. Client shall take reasonable steps designed to provide reasonably adequate technical, physical, and procedural access controls and system security requirements for devices solely within Client's control and authority designed to prevent the unauthorized disclosure of User access credentials. Client shall cause each User to change its password thereafter and at such intervals and upon such circumstances as Client deems appropriate and prudent or as reasonably requested or enforced by Wealth Access in accordance with password design and resets supported by Wealth Access and Client. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE RESULTS OF ANY USE OF LICENSED SOFTWARE BY A USER. NEITHER FIS NOR WEALTH ACCESS SHALL BE LIABLE TO CLIENT (OR TO ANY PARTY CLAIMING BY OR THROUGH CLIENT) FOR, AND CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS FIS AND WEALTH ACCESS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LOSSES RESULTING FROM OR RELATING TO, CLIENT'S FAILURE TO MAINTAIN ITS OBLIGATIONS SET FORTH IN THIS SECTION.

1.5.3 CLIENT CONNECTION. Client shall be responsible for selecting, obtaining, and maintaining any equipment, computer software, Internet access, and telecommunication or other ancillary services needed to connect to and use the Licensed Software and Services as per the Environment Specifications defined herein and as may be updated from time to time by Wealth Access.

1.5.4 TERMINATION. Upon the expiration or termination of the Term for any reason, all licenses and rights granted to Client under these WA Additional Terms shall terminate immediately, and Client will discontinue its use of the Licensed Software.

1.6 CONFIDENTIAL INFORMATION.

1.6.1 In addition to any other restrictions or obligations imposed at law or provided under these WA Additional Terms, Client (i) shall maintain the Wealth Access Confidential Information under secure conditions, using reasonable security measures and in any event no less than the same security procedures used by Client for the protection of its own confidential information of a similar kind and (ii) shall not use, commercialize or disclose Wealth Access Confidential Information to any third party without the express prior written consent of Wealth Access; provided, however, that Client may disclose appropriate portions of the Wealth Access Confidential Information to those of its



employees, contractors, agents, and professional advisors having a substantial need to know the specific information in question in connection with Client's exercise of rights or performance of obligations under these WA Additional Terms provided that such persons (i) have been instructed that such Wealth Access Confidential Information is subject to the obligation of confidence set forth by these WA Additional Terms, and (ii) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information as confidential. Client agrees to be responsible for any and all expenses, costs and damages arising out of a breach by any such person of their nondisclosure and use restrictions.

1.6.2 Client agrees that it will not remove any proprietary, trademark, copyright, confidentiality, patent or other intellectual property notice or marking from an original or any copy of any software, documentation, display, media or other materials or Wealth Access Confidential Information.

1.6.3 In the event that Client is required by law or judicial or administrative process to disclose Wealth Access Confidential Information, Client, unless legally prohibited, shall use all reasonable efforts to promptly notify FIS and Wealth Access (at the address set forth in these WA Additional Terms for notices to FIS, and to the following attention for notices to Wealth Access, Attn: CEO, Wealth Access, Inc., 222 2nd Ave S, Suite 1620, Nashville, Tennessee 37201, with copy to Steve F. Wood, Esq., Baker Donelson, 211 Commerce Street, Nashville, Tennessee 37201) and allow Wealth Access a reasonable opportunity to oppose disclosure. In addition, Client shall furnish only the portion of the Wealth Access Confidential Information that it is legally required to disclose and shall use all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Wealth Access Confidential Information.

1.6.4 Except as otherwise provided in these WA Additional Terms, as soon as practicable upon any termination of these WA Additional Terms or other termination of Client's right to possess and/or use Wealth Access Confidential Information, Client shall turn over to FIS or Wealth Access (or destroy and certify the same in writing to Wealth Access) any embodiments of any Wealth Access Confidential Information.

1.7 INTELLECTUAL PROPERTY.

1.7.1 LICENSED MATERIALS: As between Client and FIS or Wealth Access, FIS or Wealth Access has and retains exclusive and valid ownership of the Licensed Materials, the names and marks thereof, and all intellectual property and proprietary rights therein, and Client acknowledges that the foregoing constitute valuable assets and may constitute trade secrets of FIS or Wealth Access.

1.7.2 SUGGESTIONS, JOINT EFFORTS, AND STATISTICAL INFORMATION: Client may suggest, and the parties and Wealth Access may discover or create jointly, findings, inventions, improvements, discoveries, or ideas that Wealth Access, at its sole option, may incorporate in the Licensed Materials or in other products or services that may or may not be made available to Client. Any such finding, invention, improvement, discovery, or idea, whether or not patentable, that is conceived or reduced to practice during the Term, whether by a party alone or by the parties jointly (with or without Wealth Access), arising from or related to the Licensed Materials shall be and remain solely the property of Wealth Access and may be used and be sold, licensed, or otherwise provided by Wealth Access to third parties, or published or otherwise publicly disclosed, in its sole discretion without notice, attribution, payment of royalties, or liability to Client. Client acknowledges and agrees that Wealth Access has and retains exclusive and valid ownership of all statistical information regarding a User's use of the Licensed Software, and metadata in De-Identified Client Data. Client hereby assigns to Wealth Access any and all right, title, and interest in and to any such findings, inventions, improvements, discoveries, ideas, statistical information, metadata, and De-Identified data. Unless otherwise expressly agreed in writing, Client shall not obtain any right, title, or interest in or to anything created or developed by Wealth Access in connection with or incident to these WA Additional Terms other than the license expressly set forth herein.

1.7.3 All Client Materials shall be and remain vested in Client. Client grants to FIS and Wealth Access a limited non-exclusive license to use Client Materials to perform its obligations under this WA Additional Terms and for purposes of performing the Services and providing the Licensed Software. As between Client and Wealth Access, Client retains all right, title, and interest in and to Client Data. Wealth Access acknowledges that it neither owns nor acquires any additional rights in and to Client Data not expressly granted by these WA Additional Terms. Subject to the foregoing, Client hereby grants to Wealth Access a non-exclusive right and license to use Client Data to monitor, improve, enhance, test, correct the performance of, and perform the Services and provide the Licensed Software and to use, compile, aggregate, collect, copy, and modify, De-Identified Client Data and De-Identified data generated from or based on Client Data or Client's or Users' use of the Licensed Software or the Services for Wealth Access's internal business purposes, including benchmarking activities, supporting, testing, improving, and developing products and services, and other internal purposes. Except for such limited right, Wealth Access shall not distribute, sell, market, or commercialize Client Data or otherwise use such data in any manner not expressly permitted in these WA Additional Terms or permitted in writing by Client. Client represents and warrants that it has the right to disclose and provide to FIS and Wealth Access any Client Data and that no Client Data, to the best of Client's knowledge, will violate or infringe the rights of any third party.



1.8 DATA PROVIDERS. Client acknowledges that the operation of the Licensed Software may be dependent on the services of Data Providers and that such Data Providers may receive, maintain, and transmit sensitive information, including without limitation authentication credentials and personal financial information, in the course of providing services to Wealth Access in furtherance of the operation of the Wealth Access Software. Neither FIS nor Wealth Access makes any representation or warranty with respect to, and expressly disclaims any responsibility for or liability arising from, any act or omission of a Data Provider, including without limitation any unauthorized use or disclosure of such sensitive information or the consequences thereof to Client or any other person. Neither FIS nor Wealth Access warrants that it will utilize or continue to utilize the services of any particular Data Provider or that a Data Provider will provide or continue to provide access to accounts maintained by any particular third party.

1.9 CLIENT WARRANTIES. Client warrants that the Client Materials or the provision of the same to Wealth Access for purposes of its performance under these WA Additional Terms does not and will not violate any applicable law or infringe, violate or misappropriate any right of any third party.

1.10 DISCLAIMER AND LIMITATIONS OF LIABILITY AND DAMAGES.

1.10.1 EXCEPT AS SET FORTH IN THESE WA ADDITIONAL TERMS: WEALTH ACCESS MAKES NO WARRANTY EXPRESSED OR IMPLIED AND EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT WILL BE EXCLUSIVELY RESPONSIBLE AS BETWEEN THE PARTIES FOR, AND WEALTH ACCESS MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO, DETERMINING WHETHER THE LICENSED SOFTWARE WILL ACHIEVE THE RESULTS DESIRED BY CLIENT. WEALTH ACCESS SHALL NOT BE LIABLE FOR, AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO, ANY ASPECT OF THE LICENSED SOFTWARE THAT IS MODIFIED BY ANY PERSON OTHER THAN WEALTH ACCESS OR ITS PERSONNEL, USE OF THE LICENSED SOFTWARE OTHER THAN IN ACCORDANCE WITH THE MOST CURRENT OPERATING INSTRUCTIONS PROVIDED BY WEALTH ACCESS, MALFUNCTIONS OR FAILURES CAUSED BY DEFECTS, PROBLEMS, OR FAILURES OF HARDWARE OR SOFTWARE NOT PROVIDED BY WEALTH ACCESS, OR MALFUNCTIONS OR FAILURES CAUSED BY ACTS OR OMISSIONS OF CLIENT OR ANY THIRD PARTY REPRESENTING CLIENT OR ACTING AT THE BEHEST OF OR ON BEHALF OF CLIENT. CLIENT ACKNOWLEDGES THAT THE OPERATION OF THE LICENSED SOFTWARE WILL NOT BE ERROR FREE IN ALL CIRCUMSTANCES, THAT ALL DEFECTS IN THE LICENSED SOFTWARE MAY NOT BE CORRECTED, AND THAT THE OPERATION OF THE LICENSED SOFTWARE MAY BE INTERRUPTED FOR REASONABLE PERIODS OF TIME BY REASON OF DEFECT THEREIN OR BY REASON OF FAULT ON THE PART OF WEALTH ACCESS. DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, WEALTH ACCESS DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH THE LICENSED SOFTWARE IS USED OR ACCESSED, OR ANY INFORMATION STORED OR PROCESSED BY OR THROUGH THE LICENSED SOFTWARE, WILL BE FREE OF VULNERABILITY TO INTRUSION, ATTACK, OR UNAUTHORIZED USE OR DISCLOSURE.

1.10.2 WEALTH ACCESS WILL NOT BE LIABLE TO CLIENT (NOR TO ANY PERSON WHO CLAIMS RIGHTS DERIVED FROM CLIENT'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER WEALTH ACCESS WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR, IN FACT, KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL WEALTH ACCESS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. THE PROVISIONS OF THIS SECTION ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THESE WA ADDITIONAL TERMS.

1.10.3 IN NO EVENT SHALL WEALTH ACCESS'S AGGREGATE LIABILITY TO CLIENT (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH CLIENT), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THESE WA ADDITIONAL TERMS, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE FEES PAID FOR THE LICENSED SOFTWARE HEREUNDER DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE ACT GIVING RISE TO CLAIM. THE PROVISIONS OF THIS SECTION ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THESE WA ADDITIONAL TERMS.

1.10.4 Client acknowledges that the provisions of these WA Additional Terms were negotiated, as a material part of the agreement memorialized herein, to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions involved with these WA Additional Terms. The warranty disclaimers and limitations in these WA Additional Terms are intended, and have as their essential purpose, to limit the



circumstances of liability. The remedy limitations and the limitations of liability are separately intended, and have as their essential purpose, to limit the forms of relief available to Client.

1.11 INTELLECTUAL PROPERTY INDEMNIFICATION.

1.11.1 INDEMNITY. Wealth Access shall indemnify Client and its directors, officers, and employees against any final judgment entered in respect of an Infringement Claim by a court of competent jurisdiction and against any settlements arising out of such a claim. Wealth Access's obligations specified in this Section will be conditioned on Client's notifying Wealth Access promptly in writing of the Infringement Claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and giving Wealth Access full and exclusive authority for, and information for and assistance with, the defense and settlement of such claim and any subsequent appeal.

1.11.2 REMEDIES. If an Infringement Claim has occurred or in Wealth Access's opinion is likely to occur, Client agrees to permit Wealth Access, at its option and expense, either to (i) procure for Client the right to continue using the Licensed Software, (ii) replace or modify the same so that it becomes non-infringing, or (iii) terminate Client's license of the Licensed Software, in which case, if Client possesses any Licensed Software, Client will return all copies thereof to Wealth Access and Wealth Access will refund to Client the applicable license fees paid by Client for the then-current term of these WA Additional Terms prorated for the portion of the term through the date of such termination and return Client Data or reasonably assist in the transfer of Client Data to another vendor.

1.11.3 EXCEPTIONS. The foregoing notwithstanding, Wealth Access shall have no liability for, and Client will indemnify Wealth Access and its directors, officers, and employees against, any claim arising from (i) the combination, operation, or use of any Licensed Software with equipment, devices, or software not supplied by Wealth Access if such claim would not be valid but for such combination, operation, or use, (ii) modification of any Licensed Software, or (iii) Client's use of the Licensed Software after Wealth Access has informed Client of modifications or changes in the Licensed Software required to avoid such claims if such claim would have been avoided by implementation of Wealth Access's recommended modifications and Wealth Access has offered to pay Client's out-of-pocket costs of implementing any such modifications.

1.11.4 EXCLUSIVE REMEDY. THE FOREGOING STATES THE ENTIRE OBLIGATION OF WEALTH ACCESS, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS AND MISAPPROPRIATION OF TRADE SECRETS.

1.12 THIRD PARTY BENEFICIARY. Wealth Access is intended as, and shall be, a third-party beneficiary of these WA Additional Terms.

1.13 USE OF THIRD PARTIES TO ASSIST WEALTH ACCESS IN PROVIDING THE SERVICES. Client hereby acknowledges and agrees that Wealth Access may in its sole discretion work with third parties to provide any or all of the Services. Wealth Access shall remain liable for the actions of any such third party but only to the extent Wealth Access would be liable under the terms and conditions of these WA Additional Terms if it had committed such actions.

1.14 DATA PROTECTION. Client may obtain directly from Wealth Access, a copy of Wealth Access's data protection terms applicable to Personal Information and/or Client Data that Wealth Access stores, processes, transmits, accesses, or may have access to in connection with the provision of the Wealth Access Software and Services.

1.15 CHOICE OF LAW. These WA Additional Terms shall be governed by and construed in accordance with the law of the State of Tennessee, applied without regard to its law of conflicts.

1.16 SERVICE LEVEL OBJECTIVES

1.16.1 Wealth Access shall use commercially reasonable efforts to provide the Wealth Access Software in accordance with the below service levels.

(a) System Availability:

(i) Measurement: Availability over one business day (8:00 a.m. - 8:00 p.m. EST, Monday through Friday) based on input/inquiry needs.

(ii) Exceptions: Scheduled maintenance, scheduled outages, unavailability of VPN and internet connectivity, emergency software movement requirements, unavailability due to Client's or Users' actions, and individual end-user inaccessibility to the Platform.

(iii) Minimum Service Level: An occurrence is defined as an unscheduled outage of more than 45 minutes, and the minimum service level for this measurement is 99% availability over 1 month.

(b) Night Stream Processing:

(i) Measurement: Night stream processing begins after 8:00 p.m. EST and concludes prior to 8:00 a.m. EST the next business day.



(ii) Exceptions: Source data is not available from Client at scheduled times and is not able to be processed; escalation contacts are not available for priority situations and/or contingency arrangements which have been agreed upon, software movement scheduling, non-availability of third-party data feeds, and delays resulting from ad hoc additions to the night stream scheduled by Client.

(iii) Minimum Service Level: An occurrence is defined as a delay in night stream completion of more than 45 minutes and the minimum service level for this measurement is no more than 2 occurrences per month.

(c) Backup Services:

(i) Measurement: On defined schedule from storage facility for all normal daily and weekly backups. Upon Client's request (such request to include the date to be restored and data files required), and within the date ranges of standard retention schedule, tape(s) will be available for data restoration within 4 hours of request. (The 4 hours do not include the actual time to restore files, which will vary depending on the amount of data to be restored).

(ii) Exceptions: Disruption in schedule based on Client's request, or a request that involves a backup that is no longer available.

(iii) Minimum Service Level: 100% compliance with standard.

(d) Recovery Services:

(i) Measurement: In the event that a regional or data center wide outage occurs, and a disaster is declared, Client's production database will be restored and available for processing within 48 hours of the declaration at the disaster recovery site.

(ii) Exceptions: Subject to the availability of interface feeds/source data. Source systems that reside in the Client's environment/desktops are not included in the definition of availability; test databases are not available at the disaster recovery site.

(iii) Minimum Service Level: 100% compliance with standard.

1.17 WEALTH ACCESS RESPONSIBILITIES.

1.17.1 Wealth Access will be responsible for promptly investigating and correcting failures to meet the foregoing service levels by:

(a) Initiating problem investigations to identify root causes of failures.

(b) Reporting promptly to Client problems that reasonably could be expected to have a material adverse effect on Client's operations.

(c) Scheduling and taking agreed-to corrective actions to address root causes.

(d) Making written recommendations to Client for improving procedures and/or processes.

1.17.2 Wealth Access will be relieved of responsibility for any of the foregoing service levels to the extent that the failure to meet such service level is due to:

(a) Problems resulting from components (hardware/software/network) for which Client is responsible;

(b) Problems determined to be caused by actions/inactions of Client's personnel;

(c) Client's failure to perform Client's obligations as defined in these WA Additional Terms; or

(d) Circumstances that constitute an event of Force Majeure, which for purposes of these WA Additional Terms shall mean any causes reasonably beyond the direct control of Wealth Access, including without limitation acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, change in any law or regulation, fires, floods, explosions, epidemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.