



1. INVESTCLOUD THIRD PARTY TERMS.

1.1 USE OF COMPANY PRODUCTS.

1.1.1 FIS and InvestCloud, Inc. ("**InvestCloud**" or "**Provider**") have developed an interface between the FIS Solution and InvestCloud's Client Experience (Essentials, Enterprise or Elite) and/or Advisor Experience (Essentials, Enterprise or Elite) (the "**Company Products**") which will transfer certain Client Data to InvestCloud. Client hereby acknowledges and agrees that FIS shall provide Client Data to Provider as necessary for Client to utilize the Company Products. Client acknowledges and agrees that FIS shall use Provider as its subcontractor to provide the Company Products.

1.1.2 LICENSE GRANT. Client is hereby granted a nonexclusive, nontransferable, revocable, term, limited sublicense to access and use the Company Products during the term of the Order, solely for Client's internal business purposes and in accordance with the Documentation and the Agreement. "**Documentation**" means the then-current user guides, instructions, technical specifications or other materials describing or otherwise related to Company Products which are provided to Client during the Term of the Agreement.

1.1.3 AUTHORIZED USERS. Client may permit its authorized End Users to access and use the Company Products solely in accordance with the Agreement and the Documentation. Client is responsible for ensuring that all End Users comply with the terms applicable to the Company Products. "End User(s)" means Client and any individual employees of Client, its Affiliates or agents, and its customer's employees or agents, who have been authorized by FIS or Client to access and use Company Products in accordance with the Agreement and the Order.

1.1.4 RESTRICTIONS. In addition to restrictions set forth in the FTCs, Client shall not, and shall not permit any End User to (i) mirror, embed in a frame or otherwise frame, the Company Products, or (ii) access or use the Company Products in any manner inconsistent with the Documentation.

1.2 INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

1.2.1 OWNERSHIP. Client acknowledges and agrees that: the Company Products shall be deemed FIS Property for purposes of the Agreement, and Provider owns all right, title, and interest in and to the Company Products, all related intellectual property rights, and all modifications and derivative works thereof. No rights in the Company Products are granted to Client beyond those expressly set forth in the Agreement, including these terms. All rights not expressly granted are reserved exclusively to Provider.

1.2.2 RESTRICTIONS AND CONFIDENTIALITY. Client shall not use Provider's trademarks, service marks, trade names, or logos without the prior written consent of FIS. Client hereby agrees and acknowledges that the Company Products are part of the Solution governed by the terms of the Order and FTC, including without limitation the Intellectual Property Section (Section 6) of the FTCs as "FIS Property" and Confidentiality Section (Section 7) of the FTCs as "FIS Confidential Information."

1.3 INTELLECTUAL PROPERTY INFRINGEMENT. In lieu of Section 11.1 and 11.3 of the FTCs, the following is applicable to the Company Products.

1.3.1 DEFENSE AND PAYMENT. In the event of a third-party claim against Client alleging that the Company Products, as provided by Provider and used in accordance with the Documentation and the Agreement, infringe any patent, copyright, or trademark, or misappropriate any trade secret (an "**Infringement Claim**"), FIS shall, through Provider, at Provider's expense, defend Client against such Infringement Claim and shall pay (i) any damages finally awarded by a court of competent jurisdiction, (ii) any settlement amounts agreed to by Provider, and (iii) the reasonable, documented out-of-pocket costs and expenses (including reasonable outside attorneys' fees) actually incurred by Client in cooperating with Provider in the defense of such Infringement Claim as contemplated by this Section 3. Provider shall have no liability under this Section 3 for internal costs, lost revenue, business disruption, reputational harm, or any other indirect or consequential losses incurred by Client in connection with such Infringement Claim.

1.3.2 CONDITIONS. Client's rights under this Section 3 are subject to the following conditions: (i) Client shall notify FIS promptly in writing of any Infringement Claim or threatened Infringement Claim; provided, however, that notification of the claim at any time shall be considered prompt enough to meet the foregoing condition if any delay in providing notification is not materially prejudicial to Provider; (ii) Client shall permit Provider, through FIS, to exercise sole control of the defense and settlement of any Infringement Claim, including selection of counsel and all decisions regarding litigation strategy and compromise; (iii) Client shall provide reasonable cooperation in the defense of any Infringement Claim as requested by FIS or Provider, at Provider's expense; and (iv) Client shall not settle, compromise, consent to judgment, make any admission, or enter into any default judgment with respect to any Infringement Claim without the prior written consent of FIS.

1.3.3 EXCLUSIONS. The obligations set forth in this Section 3 shall not apply to the extent any Infringement Claim arises from: (i) Client's use of Company Products other than the unaltered version of Company Products as made available by Provider, where the claim or infringement would not have existed but for the alteration; (ii) use or



operation of Company Products in a manner unauthorized by Provider or inconsistent with the Documentation, the applicable Order, or the Agreement, where the claim or infringement would not have existed but for such unauthorized use; or (iii) use or operation of Company Products in combination with any platform, technology, solution, or software not provided by Provider.

1.3.4 REMEDIATION. If an Infringement Claim has occurred, or in Provider's reasonable opinion is likely to occur, Provider may at its option and expense: (i) procure for Client the right to continue using the Company Products; (ii) replace or modify the Company Products so that they become non-infringing while providing substantially similar or better capabilities; or (iii) if Provider reasonably determines that both of the foregoing are technically impracticable or commercially infeasible, terminate Client's access to the applicable Company Product, in which case FIS shall refund to Client any fees prepaid for periods following such termination attributable to the terminated Company Product.

1.3.5 EXCLUSIVE REMEDY. This Section 3 states Client's sole and exclusive remedy, and Provider's and FIS's entire liability, with respect to any Infringement Claim.

1.4 CLAIMS RELATING TO COMPANY PRODUCTS.

1.4.1 CLAIMS AGAINST FIS ONLY. Client acknowledges that the Company Products are provided by FIS through Provider and that Client has no direct contractual relationship with Provider. Client agrees that any and all claims, disputes, or causes of action arising out of or relating to the Company Products, including claims relating to performance, availability, functionality, intellectual property, data processing, or any other aspect of the Company Products, shall be asserted solely against FIS and not against Provider.

1.4.2 WAIVER OF DIRECT CLAIMS. Client hereby waives any right to bring a direct claim, action, or proceeding against Provider in connection with the Company Products. In the event Client asserts a claim directly against Provider in violation of this Section 4, FIS shall indemnify and hold harmless Provider from and against any costs, expenses, and liabilities (including reasonable attorneys' fees) incurred by Provider in connection with such claim.

1.5 DATA AND PRIVACY.

1.5.1 END USER INFORMATION. Client grants FIS and Provider the right to collect, process, use, and maintain End User Information to the extent necessary to provide the Company Products and to perform FIS's and Provider's obligations. Client represents and warrants that, as of the Effective Date of the Agreement, it has obtained all consents and authorizations from End Users then having access to the Company Products as are necessary to permit FIS and Provider to perform such processing. Client further covenants that it will obtain such consents and authorizations from any End User who gains access to the Company Products after the Effective Date prior to or contemporaneously with such End User's first access to the Company Products. Client is solely responsible for the accuracy, completeness, quality, integrity, legality, and appropriateness of all End User Information submitted to or processed through the Company Products. FIS and Provider have no obligation to verify or validate any such data and are entitled to rely on data as submitted. "**End User Information**" means any information collected, received, processed, or maintained by or on behalf of Provider relating to Client or any End User in connection with the Company Product.

1.5.2 AGGREGATED AND ANONYMIZED DATA. Client grants FIS and Provider the right to collect, compile, and use data derived from End User Information and Client's and End Users' use of the Company Products, provided that such data has been aggregated and anonymized such that it does not identify, cannot reasonably be used to identify or re-identify and is not reasonably linkable to, Client, any End User, or any individual, household or device, for purposes of product improvement, benchmarking, analytics, and the development of new features, functionality, or similar offerings.

1.6 CONFIDENTIALITY.

1.6.1 Client shall maintain the confidentiality of the Company Products, all Documentation, and all other Confidential Information of Provider received in connection with the Company Products in accordance with the confidentiality provisions of the Agreement. Client may use such Confidential Information only for the purposes expressly authorized in the Agreement and the applicable Order.

1.7 ARTIFICIAL INTELLIGENCE.

1.7.1 Client acknowledges that FIS and Provider may use AI Systems in the provision of the Company Products. As used herein, "**AI System**" means a machine-based system designed to simulate a set of human-defined tasks or objectives, including machine learning, large language models, or any other technology that autonomously generates outputs, makes predictions, or takes actions based on training data or statistical inference, without explicit step-by-step programming for each output.



1.7.2 Client shall not use the Company Products or any data derived from the Company Products to train, finetune, or improve any AI System without the prior written consent of FIS. Client shall not disclose data obtained through the Company Products to any public or general-purpose AI System.

1.7.3 Provider shall not use Client Data, including End User Information, to train or operate any AI System that: (i) exploits individuals' vulnerabilities; (ii) deploys subliminal or deceptive techniques to control a person's behavior; (iii) uses biometric data to infer sensitive information; or (iv) is inconsistent with the original purposes for which Provider processes such data.

1.8 SUSPENSION.

1.8.1 Client acknowledges that FIS or Provider has the right to suspend Client's access to the Company Products if Client or its End Users fail to comply with the Agreement or the Documentation. FIS shall provide prompt notice to Client of any such suspension and the reason therefor. Upon receipt of notice of suspension, Client shall cure the noncompliance that caused the suspension within thirty (30) days, or such shorter time frame if required by applicable law or regulation. Provider will restore access upon confirmation from FIS that the noncompliance has been resolved.

1.9 FEES; FUTURE PRICING.

1.9.1 Unless otherwise set forth in the Order, fees for Company Products are payable annually in advance.

1.9.2 Client acknowledges that the pricing of the Company Products within the FIS Solution reflects bundled pricing that may not correspond to the standalone value of the Company Products. Upon any termination of the Agreement or the reseller arrangement between FIS and Provider, Client's continued access to the Company Products, if any, will be subject to Provider's then-current pricing and terms, which shall be determined by Provider in its sole discretion.

1.10 SUBCONTRACTING.

1.10.1 Client shall not permit any third party to access or use the Company Products without the prior written consent of FIS. Any approved third-party access shall be subject to confidentiality and use restriction obligations equivalent to those applicable to Client under the Agreement

1.11 LIMITATION OF LIABILITY REGARDING COMPANY PRODUCTS.

1.11.1 The last sentence of Section 14.2 of the FTCs shall not apply to the provision and use of the Company Products.

1.11.2 In lieu of Section 14.1 of the Agreement, the following shall apply to the Company Products: EACH PARTY's TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT ARISING OUT OF OR RELATED TO THE COMPANY PRODUCTS SHALL NOT EXCEED THE GREATER OF: (i) THE FEES ACTUALLY PAID BY CLIENT TO FIS FOR THE COMPANY PRODUCTS UNDER THE ORDER DURING THE 24 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE CLAIM; OR (ii) \$250,000.

1.12 SUPPORT AND SERVICE LEVELS.

1.12.1 DR AND BUSINESS CONTINUITY. For the Company Products, the Recovery Time Objective (RTO) shall be 4 hours, and the Recovery Point Objective (RPO) shall be 15 minutes.

1.12.2 Scheduled Maintenance Window: 12 AM to 4 AM Eastern Time unless otherwise notified by FIS in advance. Routine maintenance shall not be outside of the Scheduled Maintenance Window during the last three (3) business days of any calendar month, calendar quarter, or calendar year. Emergency maintenance necessary to address an imminent threat to the security, integrity, or availability of the Company Products may be performed during such periods, provided that FIS shall notify Client as promptly as practicable and shall use commercially reasonable efforts to minimize the duration and impact of such emergency maintenance.

1.12.3 Availability.

(a) Definitions:

(i) "**Availability**" means the percentage of time measured on a calendar monthly basis that the Company Product is available for use by Client and shall be calculated in accordance with this section.

(ii) "**Backbone Providers**" means collectively third parties that provide hardware and/or services in enabling connectivity and traffic via the Internet, including without limitation Internet service providers, fiber optic network providers, and providers of internet infrastructure (e.g., networking and telecommunications hardware suppliers).



(iii) “**Excluded Time**” means any downtime that is associated with scheduled maintenance and is excused pursuant to this section of this SLA

(iv) “**Maximum Available Minutes**” means the total number of minutes in a given month minus Excluded Time for such month.

(v) “**Third Party Systems**” means collectively all third party systems with which the Company Product is integrated to enable the access to and display of certain data or data-related services via the Company Product, including without limitation custodians, market data providers, and other suppliers of data or services to FIS or FIS Clients.

(vi) “**Unexcused Downtime**” means the recorded minutes during an outage but specifically excluding Excluded Time.

(b) Monthly Availability Calculation. Commencing on FIS Client’s first use of the Company Product in a production environment, Availability will be calculated on a monthly basis. Availability shall be calculated as follows: [Maximum Available Minutes – Unexcused Downtime] / Maximum Available Minutes x 100 = Availability.]

(c) Availability Commitment. 99.8% as measured on a monthly basis (the “**Availability Commitment**”).

(d) Calculation of Unexcused Downtime. Unexcused Downtime will be measured from: (i) the earliest identification of the issue consisting of either when the relevant outage first occurred as determined by Provider’s internal root cause analysis or when FIS or Client first reports the outage; until (ii) when Provider notifies FIS and/or Client that access to the Company Product has been restored.

(e) Excluded Time; Scheduled Maintenance. Excluded Time associated with scheduled maintenance shall not exceed four hours (240 minutes) per calendar month (except for scheduled maintenance for Upgrades). Any scheduled maintenance exceeding four (4) hours in a calendar month will be included in the Unexcused Downtime calculation for such calendar month unless otherwise agreed with Client in advance. Excluded Time shall consist of: (i) scheduled maintenance; and (ii) the circumstances listed as Exclusions immediately below.

(f) Exclusions. The service levels set forth herein will not apply to any outage or incident in the following circumstances (the “**Exclusions**”): (A) any problem or interruption caused by a Third Party System or a Backbone Provider; (B) any problem, error, or interruption (“interruption”) caused by a third party engaged by Client to perform services directly for Client, including without limitation a prime contractor engaged by Client to implement the Company Product, systems integrators used by Client on an on-going basis, and/or managed service providers that provide services to Client; (C) interruption caused by hardware used by Client in accessing the Company Product; (D) interruption caused by Client’s internet service provider or Client’s information technology system/network; (E) interruption caused by the act or omission of Client that violates any prohibitions in the Agreement regarding the use of the Company Product; and/or (F) a Force Majeure Event, subject to Company’s obligations under its disaster recovery policy.

1.13 GENERAL.

1.13.1 ORDER OF PRECEDENCE. In the event of a conflict between these Pass Through Terms and any other provision of the Agreement, these Pass Through Terms shall control with respect to all matters relating to the Company Products. Nothing in the Agreement shall be construed to create any direct obligation or liability of Provider to Client.

1.13.2 SURVIVAL. Sections 2 (Intellectual Property), 4 (Claims Relating to Company Products), 5(b) (Aggregated and Anonymized Data), 6 (Confidentiality), and 9 (Pricing Disclosure) shall survive expiration or termination of the Agreement.