



W E A L T H \$ H A R E

**SOFTWARE SUBSCRIPTION AGREEMENT
(v2021)**

3379 Peachtree Road NE, Suite 555
Atlanta, GA 30326
P: 866.655.1426
F: 404.260.3365
www.unlockwealthshare.com

This Software Subscription Agreement (“SSA”) by and between Unlock Wealth \$ LLC, Inc., a Delaware corporation located at 3379 Peachtree Road NE, Suite 555, Atlanta, GA 30326 (“Wealth\$hare”), and the customer identified on a signed Order Form (“Customer”), governs the provision of any Subscriptions, Services, and other materials or information provided by Wealth\$hare to Customer. This SSA, Order Form(s), exhibits or statements of work(s) separately executed by the parties, and other documents expressly referenced herein or referencing this SSA are collectively referred to as the “Agreement.” Unless specified to the contrary in an Order Form, this Agreement will be effective on the date of Customer’s signature on the Order Form (the “Effective Date”).

1. DEFINITIONS.

1.1 “Activation Date” means the date on which Customer is provided access to the Subscription.

1.2 “Authorized Administrator” – means the number of employees or Consultants of Customer identified on an Order Form who; (a) are given password-protected access to the Subscription; (b) have the authority on behalf of Customer to administer Named Users within the Subscription, and (c) who may contact Wealth\$hare Support directly in accordance with Section 2.4 herein.

1.3 “Wealth\$hare Technology” means Wealth\$hare’s proprietary software, technology, frameworks, platforms, methodologies, facilitation guides, questionnaires, techniques, general purpose consulting and related know-how, logic, coherence and methods of operation of systems, user interfaces, screen designs, presentation materials, and best-practices documentation, including any enhancements, modifications or derivatives thereof, which are provided to Customer. Subscriptions, maintenance, and Services each individually and collectively include elements of Wealth\$hare Technology.

1.4 “Consultant” means an individual or entity providing services or other assistance to Customer or Wealth\$hare in connection with each party’s respective obligations under this Agreement, as applicable.

1.5 “Customer Data” means all data, information and materials provided by Customer for use with the Wealth\$hare Technology.

1.6 “Dashboard” one or more marketing dashboard(s) within the Subscription specified as Wealth\$hare Measure™, which is made available to Named Users and Authorized Administrators.

1.7 “Digital Asset” means any Customer provided item of text or media that has been formatted into a binary source.

1.8 “Order Form” means one or more Wealth\$hare order forms specifying the Subscriptions and Services to be provided to Customer by Wealth\$hare.

1.9 “Published Plan” one or more

1.10 “Subscription” means one or more subscription(s) to Wealth\$hare Technology identified on an Order Form, including, related Support that may be provided by Wealth\$hare from time to time for the Subscription.

2. SERVICES PROVIDED.

2.1 Subscription Access. Subject to the terms and conditions of this Agreement, Wealth\$hare will make the Subscription available to Customer over the internet for Customer’s use in Customer’s internal business only. Unless otherwise provided in an Order Form, Subscriptions may only be accessed by the total number of Named Users and Authorized Administrators, and by the appropriate Customer divisions, business units, and/or geographies specified in the applicable Order Form. Unless otherwise stated in an Order Form, Customer is responsible for integration or Customer-side configuration and deployment of the Subscription.

2.2 System Operations Service Level. The [Wealth\\$hare Service Level Agreement](#) (v2021) (“SLA”) is incorporated herein and specifies the availability of the Subscription provided under this Agreement.

2.3 Security. Wealth\$hare will operate an information security program utilizing industry standard policies and technologies to protect Customer Data from unauthorized disclosure or access. In addition to the Customer’s responsibilities outlined elsewhere in the Agreement, Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Wealth\$hare Technology by Customer, Customer’s employees, Consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer’s behalf.

2.4 Support. During the Term, Wealth\$hare will provide remote email support to the aggregate number of Authorized Administrators specified in applicable Order Form(s). The support email address will be identified on the applicable Order Form. Such support consists solely of assistance with usage questions or troubleshooting bugs related to the Subscription supplied by Wealth\$hare (“Support”). Support hours are from 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, (except U.S. federal holidays).

3. FEES AND PAYMENT TERMS.

3.1 Fees. Unless otherwise provided in an Order Form, Wealth\$hare may invoice Customer for all fees and all other charges before the Effective Date. All fees specified in an Order Form are in U.S. Dollars and all payments must be submitted in U.S. Dollars. Unless specified to the contrary in an Order Form, fees for any Renewal Term may be increased by Wealth\$hare and will be invoiced on the same schedule as in effect for the billing period immediately prior to the expiration of the Term.

3.2 Payment Due Date. Payment from Customer is due by Due Date specified in the Wealth\$hare App.

3.3 Late Payment. For any late payment, Customer will be required to pay \$25. After 2 weeks the account will be deactivated. In order to reactivate the customer will be required to pay past due including late fees amount plus \$25 reactivation fee. In addition to other rights and remedies available to Wealth\$hare hereunder together with cost of collection (including reasonable legal fees), Wealth\$hare may suspend access to Subscription and stop providing Services if Customer does not correct any delinquent amounts within ten (10) days of receipt of written notice of nonpayment. Any previously suspended Subscription and/or Services will be promptly restored following Wealth\$hare's receipt of all delinquent amounts. Suspension under this Section 3.3 will not constitute a termination of this Agreement, nor will it relieve Customer of obligations or liabilities under this Agreement.

3.4 Subscription Cancellation. When canceling a weekly, monthly, or annual subscription, all future charges associated with future weeks, months, or years, respectively, of your subscription will be canceled. You may notify us of your intent to cancel at any time; your cancellation will become effective at the end of your current weekly, monthly, or annual billing period. You will not receive a refund; however, your subscription access and/or delivery and accompanying subscriber benefits will continue for the remainder of the current weekly, monthly, or annual billing period. In addition, you are subject to the early cancellation penalties of any loan associated with this subscription.

3.5 Taxes. All amounts due under an Order Form include taxes or levy (including interest and penalties).

4. CUSTOMER OBLIGATIONS.

4.1 Customer Control. Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Authorized Administrators within the Subscription or on behalf of Customer by Wealth\$hare. Upon the termination of Authorized Administrator, Customer will terminate that individual's login ID and password. Wealth\$hare is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

4.2 Prohibited Uses and Customer Restrictions. Customer must not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile, disassemble or reverse engineer the Wealth\$hare Technology provided under this Agreement, except as explicitly permitted hereunder. Unless otherwise expressly set forth in an Order Form, the Subscription and Services must be used solely by Customer, and not (by implication or otherwise) by any parent, other division, subsidiary or affiliate of Customer. Customer must not permit a competitor of Wealth\$hare to access the Wealth\$hare Technology, except with Wealth\$hare's prior written consent. Customer must not: (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs in, to or from the Wealth\$hare Technology; (b) interfere with or disrupt the integrity or performance of the Wealth\$hare Technology, or the data contained therein; (c) use the Wealth\$hare Technology in a manner inconsistent with its applicable documentation; or (d) attempt to gain unauthorized access to the Wealth\$hare Technology or related systems or networks.

4.3 Acceptable Use Policy. Customer's and its Named Users' use of the Subscription will comply with [Wealth\\$hare's Acceptable Use Policy](#) (v2021) ("AUP"). The AUP may be modified from time to time to incorporate new legal or security requirements, or requirements established by third parties which interact with the Subscription.

5. OWNERSHIP, RIGHTS & CONFIDENTIAL INFORMATION.

5.1 Customer Ownership and License. As between Customer and Wealth\$hare, and subject to the rights of Wealth\$hare set forth below, Customer owns all right, title and interest in and to all Customer Data and all Customer-provided marketing plans, designs, images, templates, sketches, artwork, logos, trade names, trademarks, and website or email text copy and type ("Customer Content"). Customer has sole responsibility for the accuracy, quality and right to use of all Customer Data and Customer Content. Customer grants to Wealth\$hare and its suppliers a non-exclusive, fully paid-up license to use, reproduce, store, modify and publicly display Customer Data and Customer Content, to the extent necessary for Wealth\$hare and its suppliers to perform their obligations under this Agreement.

5.2 Results. Customer acknowledges and agrees that Wealth\$hare may (a) anonymize and aggregate benchmarking results of Customer use of the Wealth\$hare Technology with results of other customers' use (collectively "Results"); and (b) use and disclose the Results for any purpose provided that the Results do not individually identify Customer or Customer Data.

5.3 Wealth\$hare Ownership. As between Customer and Wealth\$hare, Wealth\$hare and/or its licensors are the sole owners of all right, title and interest in and to the Wealth\$hare Technology. If Customer provides any feedback, comments, suggestions, ideas, requests, or recommendations for modifications or improvements to the Wealth\$hare Technology ("Feedback"), Customer hereby assigns and agrees to assign all right, title and interest in any such Feedback to Wealth\$hare to be used for any purpose. All rights not expressly granted to Customer hereunder are reserved by Wealth\$hare and its licensors.

5.4 Wealth\$hare Technology License. Subject to payment in full to Wealth\$hare as specified in an Order Form, Wealth\$hare grants Customer a royalty free, non-exclusive, non-transferable, time-bounded license to use, for Customer's internal business purposes only and subject to the terms of this Agreement, the Wealth\$hare Technology as included in Subscriptions, maintenance and Services. For use in connection with Subscriptions and Services, the term of Customer's permitted use will be the duration of the Subscription.

5.5 Confidential Information. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally or by inspection, which is designated as "Confidential," "Proprietary" or some similar written designation or otherwise reasonably identifiable as confidential information. Information communicated orally will be considered Confidential Information if the information is identified as being Confidential Information at the time of disclosure. Notwithstanding the foregoing, the following is deemed Wealth\$hare Confidential Information with or without marking or written confirmation: (a) the Wealth\$hare Technology, product and service information, pricing information, and other related materials furnished by Wealth\$hare; (b) the oral and visual information relating to the Wealth\$hare Technology; (c) the Subscription' environment and tools, materials, documentation, whitepapers, guides, data sheets, training materials, methodology and (d) the terms and conditions of this Agreement. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) is or becomes publicly available through no breach of this Agreement by Recipient; (b) is already in the possession of Recipient at the time of disclosure as shown by Recipient's files and records immediately before the time of disclosure; (c) is obtained by Recipient from a third party without obligation of confidentiality; or (d) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as demonstrated by Recipient's documents. Recipient will only use Discloser's Confidential Information to exercise its rights or perform its obligations under this Agreement and will protect Discloser's Confidential Information by using the same degree of care that Recipient uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but not less than a reasonable degree of care. Recipient will restrict access to Discloser's Confidential Information to Recipient's employees and Consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of Recipient's obligations of confidence and have agreed in writing to preserve confidentiality of such information under terms and conditions no less restrictive than those set forth herein, provided that Customer must not permit a competitor of Wealth\$hare to access Wealth\$hare's Confidential Information without Wealth\$hare's prior express written approval. If Discloser's Confidential Information is required to be disclosed under any law or judicial order, Recipient will (to the extent permitted by law) give Discloser prompt notice thereof and use its commercially reasonable efforts to seek or cooperate with Discloser in seeking a protective order at Discloser's request and expense. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause the other party irreparable harm and that such party will be entitled to seek injunctive relief in the event the other party does not fulfill its obligations under this Section.

6. INDEMNIFICATION.

6.1 Intellectual Property Indemnification. Wealth\$hare will indemnify, defend and hold harmless Customer from and against any third-party claim brought against Customer alleging that Customer's permitted use of the Subscription infringes any United States patent or trademark, or any copyright, or misappropriates a trade secret of a third party. If Customer's use of the Subscription is, or in Wealth\$hare's opinion is likely to be, enjoined due to the type of infringement specified above, Wealth\$hare may, at its option and expense, obtain a license for the continued use of the Subscription or modify the Subscription to provide substantially equivalent functions and are no longer infringing, or, if neither of the foregoing alternatives are implemented, terminate Customer's right to the allegedly infringing portion of the Subscription and refund to Customer any amounts prepaid for such Subscription for the period following such termination. This Section 6 states the entire liability of Wealth\$hare with respect to any type of third-party infringement claim.

6.2 Customer Indemnification. Customer will indemnify, defend and hold harmless Wealth\$hare from and against any claim brought against Wealth\$hare arising out of a breach or an alleged breach by Customer of the provisions of the AUP.

6.3 Mutual Indemnification. Each Party will indemnify and defend the other Party against any third-party claims arising from the indemnifying Party's gross negligence or willful misconduct.

6.4 General Indemnification Terms. In case of any indemnified claim under this Section 6, the indemnified party will (a) give written notice to the indemnifying party within thirty (30) days of becoming aware of an indemnified claim; (b) provide control of the defense of the claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed; and (c) provide reasonable cooperation in the defense thereof.

7. WARRANTY.

7.1 Mutual Representations and Warranties. Each Party represents and warrants that (a) it has the right and power to enter into this Agreement, and (b) an authorized representative has accepted this Agreement.

7.2 Limited Subscription Warranty. Wealth\$hare warrants that the Subscription will perform in all material respects with the functions described in the then-current Wealth\$hare product documentation included in the Subscription for a period of ninety (90) days from the Activation Date. This warranty does not apply if the Subscription is not administered by Customer in accordance with this Agreement and accompanying AUP, or any applicable instructions and training provided by Wealth\$hare. If the Subscription fails to operate as warranted in this Section 7.2 and Customer notifies Wealth\$hare in writing of the nature of the non-conformance ("Notice"), Wealth\$hare will use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, Wealth\$hare does not remedy the non-conformance, Customer may no

later than sixty (60) days after giving the Notice, terminate the Subscription portion of the Order Form and receive a refund of the prepaid Subscription fees for the period following the date of Notice. The foregoing provides Customer's sole remedy for breach of the exclusive warranty in this Section 7.2.

7.3 Services Warranty. Wealth\$hare warrants that all Services performed hereunder will be performed in a workmanlike and professional manner.

7.4 Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, WEALTH\$HARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Wealth\$hare does not warrant that the Subscription or the data stored through the use of the Subscription are not susceptible to intrusion, attack or computer virus infection.

8. LIMITATON OF LIABILITY.

8.1 Liability Cap. IN NO EVENT WILL WEALTH\$HARE, WEALTH\$HARE'S LICENSORS OR CONSULTANTS BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION AND SERVICES GIVING RISE TO SUCH DAMAGES IN THE ONE (1) YEAR PERIOD PRIOR TO THE CLAIM.

8.2 Disclaimer of Damages. IN NO EVENT WILL WEALTH\$HARE, WEALTH\$HARE'S LICENSORS OR CONSULTANTS BE LIABLE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST PROFITS EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION.

9.1 Term. Unless terminated earlier in accordance with this Section 9, the initial term of this Agreement is the period beginning on the Effective Date and ending the number of months or years specified in the Order Form thereafter ("Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal terms equal to twenty-four (24) months in length (each, a "Renewal Term"), unless either party gives the other party a written notice of termination at least sixty (60) days before expiration of the Initial Term or the then-current Renewal Term. The terms Initial Term and Renewal Term will be collectively referred to in this Agreement as the "Term," and each may be specific to an Order Form. Unless otherwise specified in an Order Form for a particular Subscription, Wealth\$Share will make each Subscription available to Customer from the period commencing on the Activation Date applicable to the Subscription in question and through the Term of the Agreement. In the event Customer commits a material breach of this Agreement, if such breach is not cured within thirty (30) days of written notice thereof, then Wealth\$Share may terminate this Agreement by written notice within thirty (30) days of such failure to cure. In the event of a material breach by Wealth\$Share of its obligations hereunder, if such breach is not cured within thirty (30) days of written notice thereof, Customer may terminate the non-conforming portion of the Order Form by written notice to Wealth\$Share within thirty (30) days of such failure to cure. This Agreement may be terminated by Wealth\$Share if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.2 Effect of Termination. Upon termination of this Agreement or termination of a Subscription or Service, as the case may be, Wealth\$Share may immediately cease providing any such terminated Subscription or Service and Customer's rights to use the affected Wealth\$Share Technology, Wealth\$Share Confidential Information, and other Wealth\$Share materials (collectively "Materials") will cease. Customer will immediately stop using such Materials. Upon termination of this Agreement, Wealth\$Share will have no further obligation or liability hereunder and all fees due under the Agreement will become due and payable to Wealth\$Share immediately upon such termination. The provisions of Sections 1, 3, 4, 5, 6.2, 6.3,

6.4, 7.4, 8, 9, and 10 will survive termination or expiration of the Agreement.

10. GENERAL.

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements or representations, whether oral or written. This Agreement may not be modified or amended, except in writing signed by an authorized representative of each party. Any ordering document (e.g., purchase order) that originates from Customer will not be binding on Wealth\$hare, and any accompanying terms and conditions are null and void. In the event of any conflict among the terms of this Agreement, an Order Form, or a SOW, the following order of precedence will apply: (1) Order Form; (2) Agreement; (3) SOW.

10.2 Compliance with Laws. Wealth\$hare agrees to comply with all laws applicable to Wealth\$hare in the provision of Subscriptions and Services hereunder. Customer agrees to comply with all laws applicable to Customer in its receipt and use of Subscriptions and Services hereunder.

10.3 Counterparts. This Agreement (including Order Forms) may be executed in counterparts, which together form one legal instrument. Any executed copy of this Agreement made by reliable means (e.g., photocopy, scan copy, electronic signature or facsimile) is considered an original.

10.4 Notices. Notices under this Agreement will be in writing, signed and provided to the contact and address indicated in the Order Form, provided that a party may change such contact or address by written notice to the other party. All notices under this Agreement will be in writing and sent by (a) personal delivery, including confirmed scan delivered by email; (b) overnight courier; or (c) first class mail, certified or registered, return receipt requested. Notices to Wealth\$hare will be addressed to the attention of: Chief Financial Officer.

10.5 Publicity. Wealth\$hare may identify Customer as a customer of Wealth\$hare. Wealth\$hare may issue a press release announcing the relationship formed by the Agreement, which will provide to Customer for a period of review and comment prior to release. Wealth\$hare may issue a press release announcing the results obtained by Customer from using the Subscription, subject to the prior approval of Customer, not to be unreasonably withheld or delayed.

10.6 Headings. Headings are for reference purposes only and have no substantive effect.

10.7 Assignment. In the event of Customer's acquisition of, or merger with, a third-party Customer may continue to use the Wealth\$share Technology and the obligations and rights of Customer under this Agreement will apply to, and may be exercised only in connection with, the operations of Customer as they existed on the date prior to the acquisition or merger. Customer may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Wealth\$share. Any assignment or transfer in violation of this Section

will be null and void.

10.8 Choice of Law. This agreement will be governed and interpreted in accordance with the laws of the state of Texas without regard to the conflicts of law provisions of any state or jurisdiction. Any action will be brought in the state or federal courts located in Austin, Texas.

10.9 Dispute Resolution. Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such meeting of senior management, the dispute will be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by Wealth\$hare within thirty (30) days after written notice by either party demanding mediation. Wealth\$hare and Customer will equally share costs of the mediation. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely. Nothing in this Section will prevent Wealth\$hare from collecting fees due under Section 3, nor will it prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

10.10 Force Majeure. Except for Customer's payment obligations, neither party will be liable to the other party for any delay or failure of Wealth\$hare to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

10.11 Independent Contractor. Wealth\$hare is an independent contractor and nothing in this Agreement will be deemed to make Wealth\$hare an agent, employee, partner or joint venture of Customer. Wealth\$hare will have no authority to bind, commit, or otherwise obligate Customer in any manner whatsoever.

10.12 Non solicitation. During the term of this Agreement and for a period of two (2) years thereafter, each party agrees not to hire, solicit, nor attempt to solicit, the services of any employee of the other party or Consultants of Wealth\$hare without the prior written consent of such other party. Each party further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee of the other party or former Subcontractor of Wealth\$hare for a period of one (1) year from such former employee's or Consultants last date of service with such other party. Violation of this provision will entitle aggrieved party to liquidated damages against the other party equal to two hundred percent (200%) of the solicited person's gross annual compensation.

10.13 Third Parties. Wealth\$hare will have the right to use Consultants in performance of its obligations and services hereunder and, for purposes of this Agreement, all references to Wealth\$hare or its employees shall be deemed to include such Consultants.

10.14 No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

10.15 Severability and Reformation. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

The Parties have accepted this Software Subscription Agreement by the signing of any Order Form(s) referencing it.



W E A L T H \$ H A R E

ACCEPTABLE USE POLICY (AUP) (v2021)

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1. **General.** This Acceptable Use Policy ("AUP") addresses requirements applicable to Customer's use of the Wealth\$hare Subscription. Capitalized terms not otherwise defined herein will have the meanings set forth in the Software Subscription Agreement (v2021).
2. **Appropriate Use.** Customer and Customer's Users may only use the Subscription for lawful purposes. Customer may not use nor allow its Users to use the Subscription in connection with any (a) infringement or misappropriation of any copyright, trademark, patent, trade secret or other intellectual property rights; (b) defamation, libel, slander, obscenity, or violation of the rights of privacy or publicity; (c) promotion of violence, hatred, or racial or religious intolerance; or (d) any other offensive, harassing or illegal conduct. Wealth\$hare will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity, including, but not limited to, illegal transfer or publication of copyrighted material. If Customer violates any portion of this Acceptable Use Policy, Customer accepts sole responsibility for all remedial actions and costs related to such violation(s), including but not limited to, compliance efforts and costs associated with statutory obligations or government investigations.
3. **Responsibility for Content.** Customer understands and agrees that, for the purposes of applicable law, Wealth\$hare is an internet based software as a service provider, and Customer provides information content.
4. **Prevention of Malware.** Customer will ensure that Customer content does not contain malicious software, for example, computer viruses, "Trojan horse" software, or logic bombs, which might cause damage to Wealth\$hare or third-party computer systems or otherwise make modifications to those systems not authorized by their owners ("Malware").
5. **System and Network Security.** Wealth\$hare strictly prohibits the use of the Subscription to violate the security of Wealth\$hare's Technology, system or network or any other system or network, including, without limitation, unauthorized access (often known as "hacking") to, monitoring of, probing, or interference with, computers or networks, distribution of Malware, interfering with services, such as denial of service attacks, load or stress testing, or other activities which are destructive of or intentionally place abnormal demands on the Wealth\$hare's infrastructure. Customer may not through action or inaction permit others to use its systems for illegal activities or to violate the terms of this AUP.
6. **Enforcement of AUP.** Wealth\$hare, in its sole discretion, will determine on a case-by-case basis reasonable action to be taken in response to violations of this AUP of which it

becomes aware. Wealth\$hare reserves the right to suspend the provision of Subscription(s) or related services, or take other appropriate remedial action to address any violation or suspected violation of the AUP. Wealth\$hare will use reasonable efforts to notify Customer and provide an opportunity to cure before taking any such action, if practicable and if allowed by law. Customer will cooperate with Wealth\$hare in investigating complaints about potential violations and in taking any corrective action that Wealth\$hare deems necessary to correct an impermissible use of the Subscription by Customer or Customer's Users. Customer will cooperate with Wealth\$hare in investigating complaints about potential violations and in taking any corrective action that Wealth\$hare deems necessary to correct an impermissible use of the Subscription by Customer or Customer's end users. Corrective actions may include, but are not limited to:

- a. For Subscription Use.
 - i. suspend access to part or all of the Subscription; and/or
 - ii. terminate the Agreement for breach.
 - b. For Customer Content.
 - i. removing any Customer Content from the Subscription that Wealth\$hare determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party ("Suspect Content"). In the event that Wealth\$hare intends to remove Suspect Content from the Subscription, Wealth\$hare will provide written notice to Customer indicating Wealth\$hare's basis for classifying the Customer Content as Suspect Content and its basis for engaging in any such removal actions. Customer may either (i) concur that removal is warranted and make the required changes or (ii) notify Wealth\$hare that it intends to contest the removal request and agree to indemnify Wealth\$hare against any third-party claims related to the Suspect Content. Wealth\$hare may remove the Suspect Content itself if the Customer fails to respond to Wealth\$hare's notice of intent to remove within two (2) business days.
7. **General Customer Compliance with Laws.** Customer will comply in all material respects with all laws and regulations applicable to Customer in its use of the Wealth\$hare Technology. The parties acknowledge that Wealth\$hare is a "service provider" as defined in 17 USC § 512(k)(1), is subject to the Digital Millennium Copyright Act ("DMCA"), and has the duties of a service provider under the DMCA. Customer is solely responsible for ensuring that Customer Data and Customer content and its provision of same to Wealth\$hare complies at all times with all applicable laws and regulations.



W E A L T H \$ H A R E

**WEALTH\$HARE SERVICE LEVEL
AGREEMENT (SLA) (v2021)**

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Definitions.

The following are definitions of capitalized words used in this Service Level Agreement (“SLA”) and any capitalized words or phrases not otherwise defined herein shall have the same meaning as in the Software Subscription Agreement (“SSA”):

“Availability” means, with respect to a particular Subscription, the periods when the Customer can access all material portions of such Subscription outside of (a) Scheduled Maintenance or Special Maintenance periods, or (b) any other periods in which Third Party Issues are present. Without limiting the generality of the foregoing, Wealth\$hare is not responsible for, and the Subscription is still considered Available, in the event of (a) inability of Customer to use the Subscription caused by Customer’s service provider’s failure to provide adequate computing facilities or equipment (hardware or software), internet connectivity; (b) inadequate training of Customer’s personnel with respect to use of the Subscription or issues with password authorization that are not responsibility of Wealth\$hare; (c) suspensions of Customer’s Subscription as permitted under the AUP or SSA; (d) Customer’s breach of a term or condition of any Order Form, the SSA or the AUP causing the unavailability; or (e) events of Force Majeure as defined in the SSA.

“Business Hours” means 9:00 a.m. to 6:00 p.m. (US Eastern Time), Monday through Friday.

“Calendar Month” means, the monthly time period beginning at 12:00 AM US Eastern Time on the first day of the calendar month during the Term and ending at 11:59 PM US Eastern Time on the last day of each such calendar month.

“Scheduled Maintenance” means a period during which Wealth\$hare performs maintenance activities of the Subscription in accordance with Section 3 herein, during which availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

“Special Maintenance” means a period during which Wealth\$hare may suspend availability of the Subscription, in whole or in part, in order to address a Severity 1 Error.

“Severity 1 Error” means a security or other performance issue which may impact one or more Wealth\$hare customer’s use of or access to the Subscription and ultimately may impact the availability of the Subscription.

Subscription Availability.

Subscription Availability - General. Wealth\$hare’s goal is to provide Subscription Availability twenty-four hours per day, seven (7) days per week (referred to as “24x7 Availability”) EXCEPT during times of Scheduled Maintenance and Special Maintenance as set forth in Section 3 herein (“Subscription Availability Goal”). However, the parties recognize that 24x7 Subscription Availability is only a GOAL, and Wealth\$hare cannot represent or guarantee that such goal can be achieved. These response time goals apply only to public production servers (i.e. web servers, application servers, and database servers).

Subscription Availability Level Goal. Wealth\$hare will use commercially reasonable efforts to achieve the target Subscription Availability Goal (as defined under Section 2.1) of 99.5% in any Calendar Month.

Subscription Availability Reporting. Upon Customer’s written request and to the extent available, Wealth\$hare shall provide prior months Subscription Availability Report via e-mail to the Customer.

Third Party Issues. Wealth\$hare is not responsible for limitations or inability to use the Subscription by Customer, which are the result of failures or defects in services or equipment which are not provided by Wealth\$hare (“Third Party Issues”). In the event of Third-Party Issues, the Subscription is considered still Available under this SLA.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Wealth\$share DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM WEALTH\$HARE’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH WEALTH\$HARE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WEALTH\$HARE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WEALTH\$HARE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Maintenance Periods.

Wealth\$share will use commercially reasonable efforts to conduct Scheduled Maintenance and Special Maintenance afterhours or other times that Wealth\$share determines in its reasonable discretion are not critical use periods for the majority of its customers. To this effect, Wealth\$share will use commercially reasonable efforts to notify Customer by email in advance

of any Scheduled Maintenance which will require suspension of all or the majority of the Subscription for periods longer than sixty (60) consecutive minutes. In the event of Special Maintenance, Wealth\$hare will use all reasonable efforts during Business Hours to (a) provide as much notice as is reasonably practical given the nature of the issue, (b) take action in good faith and with due regard for the nature of the Severity 1 Error. If Customer feels a Severity 1 Error is not being properly addressed, Customer may request escalation to the Support manager.