



**IMPORTANT – PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

**TERMS AND CONDITIONS**

Use of this WealthEngine platform is subject to the following Terms and Conditions (the “Agreement”):

1. Services. This WealthEngine platform provided by WealthEngine is hereby referred to interchangeably as “Services” or “WealthEngine Platform.” “WealthEngine Data” refers to all WealthEngine data, information, and analysis that is provided by WealthEngine to client through the Services. For avoidance of doubt, WealthEngine data and information includes data and information procured by WealthEngine from WealthEngine’s data vendors, through public sources, and/or data and information otherwise owned by or licensed to WealthEngine.
2. Use of the Services.
  - 2.1. Subject to the terms and conditions of this Agreement, including the usage restrictions and limitations set forth in this Agreement, WealthEngine hereby grants to client, for the duration of the applicable sales order, a limited, non-exclusive, non-transferable, and non-sublicensable right and license to use the Services and WealthEngine Data, in the ordinary course of client’s business, solely for client’s internal business purposes of planning fundraising and/or marketing of its products and services and not for the use or benefit of any third party. Digital activation of WealthEngine Data is prohibited, unless such is expressly permitted in the applicable sales order.
  - 2.2. client shall not, directly or indirectly: i) re-sell or re-license the Services and WealthEngine Data; ii) reverse engineer the Services and WealthEngine Data; iii) develop or attempt to develop any competing product or service to WealthEngine using and/or based on the Services and WealthEngine Data; and iv) use the Services and WealthEngine Data in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law, rule or regulation, including any industry self-regulation with respect to online behavioral targeting.
  - 2.3. In addition to the terms and conditions set forth in this Agreement, client shall use the Services and WealthEngine Data in compliance with the usage restrictions set forth in Exhibit A, which is incorporated herein by reference.
  - 2.4. WealthEngine Platform.
    - 2.4.1. Unless client has purchased API to access WealthEngine Platform, the intended use of the WealthEngine Platform is via human manual log-in only and client is prohibited from using programmatic scripts, macros, and other automated means to access the WealthEngine Platform.
    - 2.4.2. The data and information in WealthEngine Platform is only permitted to be used through the WealthEngine Platform and any approved third-party platform as indicated on the applicable Sale Order (for instance, client’s CRM provider). WealthEngine is not responsible for such third-party platforms; client is responsible for having its own contractual relationship with such third party. WealthEngine Data is being provided to client through such third parties solely for client’s convenience. Please note that only limited WealthEngine Data will be made available through the third-party platforms; all the WealthEngine Data in the WealthEngine Platform will not be available in these platforms. client is not permitted to otherwise export, copy, download, or integrate the data from the WealthEngine Platform into its systems.
    - 2.4.3. WealthEngine will use an internal system (i.e. its internal Service Level Agreement - SLAs) to measure whether the Service(s) are available, and client agrees that this system will be the sole basis for



resolution of any dispute that may arise between client and WealthEngine regarding the delivery of the platform Services. A copy of the SLA is available upon request.

- 2.5. Sourcing of WealthEngine Data. WealthEngine sources its data through a number of third parties; as such, WealthEngine is not primarily responsible for collecting the data from the individual end users but WealthEngine receives appropriate assurances from its data providers that such collection was done in accordance with applicable law. In some cases, the WealthEngine Data has not been obtained directly from the Data Subjects, and such Data Subjects have not opted in or otherwise expressly consented to having their information utilized or sold for marketing purposes. WealthEngine will use commercially reasonable efforts in procuring, compiling, collecting, reporting, or delivering of the Services.
- 2.6. "Data Subject" refers to the individual identified data in question.
- 2.7. Authorized Users. client shall provide the WealthEngine Data and provide access to the Services to only those employees and contractors that have a need-to-know (the "Authorized Users"). The quantity of the Authorized Users is limited to the number of seats identified in the applicable sales order. The user names and passwords "Named Users" issued by WealthEngine to client's personnel (the "Credentials") are specific to the user for whom such Credentials are issued by WealthEngine and shall not be shared by such individual with anyone else. Sharing of Credentials is expressly prohibited. client shall safeguard from unauthorized access any Credentials, or similarly utilized information, provided by WealthEngine to access the Services.
- 2.8. Prohibition on Malicious Use. client shall not interfere with or disrupt network users, Services, or equipment with the intent to cause an excessive or disproportionate load on WealthEngine's or its suppliers' infrastructure by means of distribution of unsolicited bulk emails, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. client agrees to cooperate with WealthEngine in causing any unauthorized use and will immediately to cease. WealthEngine reserves the right to take reasonable actions to respond to activities that may cause a denial, degradation, interference or disproportionate burden on the Services or WealthEngine systems. WealthEngine may throttle, suspend, or terminate a client's account or access to the Services without prior notice in the event that activities pose or appear to pose an unacceptable risk to the stability, integrity, or quality of the Services. client may not obtain or attempt to obtain any materials, content, or Results, through any means not intentionally made available or provided for through any WealthEngine Services. WealthEngine may, in its discretion, revise these use restrictions upon notice to client.
- 2.9. Prospecting Product. For any prospecting data, the duration of the license granted under Section 3.1 above is the lesser of i) one year from the provision of the prospecting data in question by WealthEngine or ii) the duration of the applicable sales order. For additional clarification, if prospecting data is provided as part of a multi-year sales order (for instance, for a three-year sales order), then the license for the prospecting data will be for one-year increments for each annual sales order year in the multi-year sales order, resetting at the beginning of each annual sales order year (for instance, for a three-year sales order, the prospecting data will be license for three one year terms).
- 2.10. Hyperlinks. The Services may contain hyperlinks to other sites which are not maintained by, or related to, WealthEngine. WealthEngine provides hyperlinks as a convenience, and the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by WealthEngine of any sort. WealthEngine does not continuously monitor or review any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the client's own risk, and WealthEngine makes no representation or warranties about the content, completeness or accuracy of these hyperlinks.
- 2.11. Order(s) & Continuous Development. WealthEngine reserves the right to update the Services from time to time. The foregoing right includes the right to remove, add or replace any data source.



- 2.12. Provision of Services. WealthEngine may leverage its affiliates and consultants to perform the Services under this Agreement. One of WealthEngine's affiliate is located in India.
- 2.13. Overages. Depending on the Service, the sales order may set forth the numbers of seats, records/profiles, credits, etcetera, included as part of the base fee under the sales order (the "Usage Limits"). client's usage of WealthEngine Data via WealthEngine platform or through client's vendor systems, for, instance, via client's CRM systems, count towards the Usage Limits. client will be charged for any overages at the rate set forth in the sales order.
- 2.14. Upon the expiry or termination of this Agreement, client shall cease using all WealthEngine Data and Services and delete all WealthEngine Data and copies thereof.
- 2.15. Audit. During the term of this Agreement and for one year thereafter ("Audit Period"), client agrees that WealthEngine, or a designee of WealthEngine, shall have the right at any time to examine, inspect, audit, review and copy client's documents and records in order to verify client's compliance with the terms and conditions of this Agreement. Such shall be conducted during normal business hours, upon written notice to client at least five (5) business days prior to the commencement of any such examination, inspection, review or audit. For the avoidance of doubt, such audit shall be strictly limited to those documents and records which specifically relate to information pertinent to the use of the WealthEngine Data. client represents and warrants that during the Audit Period, client will maintain current, accurate and complete documents and records relating to its usage of the WealthEngine Data.
3. Training. If the sales order identifies that client has purchased training, then training will be provided as specified herein. The first training session must be scheduled by client within (90) days of the commencement of the sales order. WealthEngine will not be responsible for any unavailability of training Services due to client's failure to timely schedule training. If client elects to reschedule a training session, client must submit a written request to WealthEngine at least two (2) business days prior to the training appointment. If training is canceled by client within two (2) business days prior to the scheduled training appointment, client will be invoiced a cancellation fee in the amount of four hundred fifty United States Dollars (\$450) ("Cancellation Fee"). If client incurs a Cancellation Fee, clients will be given an option to continue as planned with their scheduled training appointment and have the training recorded for a two hundred fifty United States Dollars (\$250) fee, in lieu of the Cancellation Fee. Upon the timely completion of all training included in the sales order Form, client will be eligible to receive a WE Prospect credit in the amount of one hundred twenty-five United States Dollars (\$125).
4. Ownership. Subject to the limited license granted in Section 3 above, as between the parties, WealthEngine solely has all the rights, titles, and interests in and to the Services, WealthEngine Data, WealthEngine Platforms, any know-now, trade secrets, confidential information, technology underlying the foregoing, any expressions and results of the foregoing, the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, other technical information, and all derivatives of the foregoing created in connection with this Agreement. If You provide any feedback, comments, suggestions, ideas, requests, or recommendations for modifications or improvements to WealthEngine, You hereby assign all right, title, and interest in any such feedback to WealthEngine to be used for any purpose. All rights not expressly granted to You hereunder are reserved by WealthEngine.
5. PROHIBITED DATA. If WealthEngine is providing a Service for the client that involves client providing data to WealthEngine, then client shall not provide any Prohibited Data to WealthEngine. In order to provide its Services, WealthEngine only needs general information, such as, name, address, contact information; client may provide other general characteristics if available. HOWEVER, CLIENT SHALL NOT PROVIDE ANY PROHIBITED DATA. WEALTHENGINE SHALL NOT BE RESPONSIBLE FOR ANY PROHIBITED DATA PROVIDED BY THE CLIENT. "Prohibited Data" is information of anyone under the age of eighteen (18), social security number, credit card information,



insurance information, and medical treatment related information (e.g., medical diagnosis, doctor information, patient I.D.).

6. Confidentiality.

- 6.1. The party making the Confidential Information available is the ("*Disclosing Party*") and the party receiving such Confidential Information is the ("*Receiving Party*"). As between the parties, Confidential Information is proprietary to the Disclosing Party and will remain the property of the Disclosing Party. "*Confidential Information*" means all written or oral information disclosed by the Disclosing Party to the Receiving Party under this Agreement that is identified as confidential at the time of disclosure or that should be reasonably understood by the Receiving Party to be confidential by the nature of the information or the circumstances of its disclosure, regardless of the medium or manner by which it is disclosed, and shall include, but is not limited to, information disclosed by each party to the other prior to this Agreement at the proposal stage, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, source code of proprietary software, client Information, Services, WealthEngine Data, and WealthEngine Platform information.
- 6.2. Receiving Party may only (i) use Disclosing Party's Confidential Information as permitted under this Agreement; and (ii) disclose Disclosing Party's Confidential Information to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business "need to know." Receiving Party is responsible for any mistreatment of Confidential Information by such third parties. Receiving Party must protect Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential and proprietary information, but in any case, not less than reasonable care, and protect such information in accordance with applicable laws.
- 6.3. Confidential Information does not include information that (i) is publicly available or in the public domain through no fault of the Receiving Party (with the explicit understanding that this public domain exception will not apply to any personally identifiable information contained within the client Information, Services, WealthEngine Data, and WealthEngine Platform information); (ii) is rightfully communicated to the Receiving Party without an obligation of confidentiality by persons not known by the Receiving Party to be bound by confidentiality obligations; (iii) is already in the Receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the Receiving Party; or (v) is expressly approved for release or disclosure by the Disclosing Party.
- 6.4. Notwithstanding the foregoing, in the event that the Receiving Party is required by law to disclose any Confidential Information, the Receiving Party will provide (to the extent legally permissible and reasonably practicable) the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive the Receiving Party's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, the Receiving Party will disclose only that portion of the Confidential Information that is legally required, based on the advice of Receiving Party's counsel, and will exercise reasonable efforts, at the Disclosing Party's sole cost and expense to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 6.5. The parties agree that they would be irreparably injured by a breach or threatened breach of this Agreement by the Receiving Party and that the Disclosing Party would not have an adequate remedy at law. In the event of a breach or threatened breach by Receiving Party of this confidentiality Section, the Disclosing Party shall be entitled, in addition to any and all further relief as may be granted by a court of competent jurisdiction, to seek injunctive relief and specific performance.

7. client Data.



- 7.1. "client Data" refers to data provided by client to WealthEngine in relation to the Services.
  - 7.2. For avoidance of doubt, any WealthEngine Data appended by WealthEngine to the client Data remains WealthEngine Data.
  - 7.3. client hereby grants to WealthEngine a worldwide, non-exclusive, non-sub-licensable, non-transferable right and license to use the client Data for the purposes of this Agreement. client acknowledges that delay in client providing client Data will impact WealthEngine's delivery timing.
8. Utilization of Collected/Scrubbed Data. WealthEngine may collect data from client's interaction with the Services, such as, "metadata" regarding client's usage, click-through interactions, client Data linkages to Data Subjects, cookie traffic from client's use of the Services and from managing advertising campaigns for the client, hit and miss rates of email campaigns (collectively, the "Collected Data"). "Scrubbed Data" refers to aggregated, anonymized client Data with personally identifiable information of individuals removed. WealthEngine may use the Collected Data and Scrubbed Data to improve its products and services and for anonymized benchmarking and modeling solutions. The foregoing will not identify You, reveal your donor or customer lists, as applicable, or otherwise disclose any client Data in personally identifiable form to third parties. As between client and WealthEngine, WealthEngine has the sole and exclusive ownership, interest and title in and to all Collected Data and Scrubbed Data. For any Collected Data and Scrubbed Data not deemed to be the property of WealthEngine, client hereby grants WealthEngine: a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to store and use any such information as described above.
9. Security.
- 9.1. The parties acknowledge that it takes both parties to protect the security of all the data provided by each party to the other under this Agreement. WealthEngine maintains a data security program. WealthEngine will use commercially reasonable efforts to ensure that client Data is secure from unauthorized access, including that WealthEngine has implemented and maintains a data security program that contains appropriate administrative, technical, and physical safeguards. client also agrees that WealthEngine will use commercially reasonable efforts to ensure that WealthEngine Data and access to WealthEngine Platform is secure from unauthorized access, including that it has implemented and will maintain a data security program that contains appropriate administrative, technical, and physical safeguards. Such as, client will use commercially reasonable efforts to: (i) prevent unauthorized use of the WealthEngine Data in whole or in part; (ii) prohibit Authorized User(s) from sharing any Credentials; and (iii) ensure reasonable security for integration between applications at the client site and any Service(s) hosted by WealthEngine.
  - 9.2. Unauthorized Access. In the unlikely event of a Security Breach of the other party's data, the party with the security breach will take commercially reasonable efforts to notify the other party within ten (10) days of such breach, unless earlier required by applicable law. "Security Breach" means the unlawful or unauthorized acquisition by a third party of the other party's data, where personally identifiable information is contained, which compromises the security, confidentiality, or integrity of such data. Furthermore, each party acknowledges that the laws of certain jurisdictions may require end user notification in the event of a Security Breach. Unless the requirements of the law provide otherwise, the party with the Security Breach will not notify the individuals of the Security Breach until such party first consults with the party whose data is breached and gives such party an opportunity to review any such notice and provide its written approval.
10. Representations & Warranties.
- 10.1. Each party represents and warrants to the other that it has the right and power to enter into this Agreement. WealthEngine represents and warrants that the Services will be prepared and performed in professional and workmanlike manner. client represents and warrants that client has all the rights and authority to provide



client Data to WealthEngine in relation to and for the purposes of this Agreement. client represents and warrants that client will use the Services and WealthEngine Data in accordance with the terms and conditions restrictions set forth in this Agreement.

10.2. **DISCLAIMER.** WEALTHENGINE EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SECURITY, QUIET ENJOYMENT, USAGE OF TRADE OR COURSE OF DEALING, TO THE EXTENT PERMITTED BY LAW. WEALTHENGINE DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SERVICES, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE WEALTHENGINE DATA IS PROVIDED "AS IS", ON AN "AS AVAILABLE" BASIS. Any use or reliance upon the WealthEngine Data shall be at client's own risk. client acknowledges that the Services have not been developed to meet the client's individual requirements and that it is, therefore, the client's responsibility to ensure that the facilities and functions of the Services meet the client's requirements. client acknowledges that the Services may not be free of bugs or errors and client agrees that the existence of any such errors shall not constitute a breach of this Agreement.

10.3. Except as set forth in this Section, neither WealthEngine nor WealthEngine's third parties make any representations or warranties, whether express, implied, or statutory (by any territory or jurisdiction) to the extent permitted by law, hereunder with respect to the Services, the WealthEngine Data or the method by which the Services are provided.

11. Limitation of Liability.

11.1. EXCLUDING THE PARTIES' INDEMNITY OBLIGATIONS HEREUNDER, IN NO EVENT WILL **(A)** EITHER PARTY BE LIABLE TO THE OTHER PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT, OR NEGLIGENCE, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND **(B)** THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL ACTUAL FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

11.2. WealthEngine shall have no responsibility or liability for any claims or damages caused due to: (i) modification of the WealthEngine Data and Services by client or any third party and (ii) any use of the Services and WealthEngine Data other than in strict accordance with this Agreement, including use of such Services or WealthEngine Data in violation of the laws, rules, and regulations.

11.3. WealthEngine shall not be liable for any damages, losses, costs, claims or expenses with respect to any legal or compliance violation arising out of or related to client's or any related parties' use of Services licensed under the Agreement.

11.4. Except for nonpayment or breach of proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought more than one (1) year after the cause of action has accrued, regardless of any statutes of limitation of applicable law.

11.5. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.





## 12. Indemnification

- 12.1. **WealthEngine Indemnity.** WealthEngine will indemnify, defend and hold client, its directors, trustees, officers, employees and representatives (each a "*client Indemnified Party*"), harmless from and against any and all third party losses, damages, and liability awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "*Losses*") arising out of any third party claim alleging that the WealthEngine Data infringes any U.S. patent, copyright, or trademark; provided, however, that WealthEngine shall have no liability to client in connection with such infringement Claim to the extent it arises as a result of (i) any use, combination, or alteration of the WealthEngine Data by client, (ii) any modifications to the WealthEngine Data by client other than as expressly permitted hereunder; or (iii) the client Data.
- 12.2. **client Indemnity.** client will indemnify, defend and hold WealthEngine, its directors, officers, employees and representatives (each a "*WealthEngine Indemnified Party*"), harmless from and against any and all Losses arising out of any third-party claim arising from: (i) client's use of the WealthEngine Data (or any portion thereof) in a manner not permitted under this Agreement, including client any use, combination, or alteration of the WealthEngine Data or any modifications to the WealthEngine Data other than as expressly permitted hereunder; (ii) any gross negligence or willful misconduct by client under this Agreement; (iii) client's use in violation of the terms and conditions set forth herein; (iv) client Data.
- 12.3. **Indemnification Process.** The foregoing indemnification obligations are conditioned on the indemnified party: (i) notifying the indemnifying party promptly in writing of such action, provided, however, that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent prejudiced thereby, (ii) reasonably cooperating and assisting in such defense and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party. The indemnifying party shall, at its expense, direct the defense and settlement of any such claim, provided, however, that the indemnified party may (i) at its own cost and expense, select counsel to participate in the defense of any claim, and (ii) undertake control of such defense in the event of the material failure of the indemnifying party to undertake and control the same. The indemnifying party shall not settle a Claim in a manner that admits guilt, imposes liability or additional obligations or otherwise prejudices the Indemnified Parties, without the Indemnified Parties' prior written consent.
- 12.4. **Infringement.** If any WealthEngine Data is, or in WealthEngine's opinion, is likely to become the subject of any infringement-related claim, then WealthEngine will, at its expense and in its discretion: (i) procure for client the right to continue using the WealthEngine Data; (ii) replace or modify the infringing material so that the WealthEngine Data becomes non-infringing and remains a materially functionally equivalent; or (iii) terminate the sales order pursuant to which the WealthEngine Data was provided, and provide a pro-rated reimbursement of pre-paid Fees. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13.1 REGARD THIRD PARTY CLAIMS, THE PROVISIONS OF THIS SECTION 13.4 STATE WEALTHENGINE'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT WEALTHENGINE DATA INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

## 13. Fees.

- 13.1. client shall pay to WealthEngine, without offset or deduction, all fees set forth in the sales order (the "*Fees*"). Unless otherwise provided in such sales order, all such fees shall be due and payable within thirty (30) calendar days from the invoice date. client will also be responsible for payment of all applicable sales, use and other similar taxes in relation to the Services (the "*Taxes*"). If client is exempt from payment from any or all Taxes, client shall provide WealthEngine with a valid tax-exempt certificate and any updates to client's tax-exempt status during the Term of this Agreement. client agrees to pay, in addition to the fees listed in the sales order, reasonable out-of-pocket expenses incurred in the performance of the Services, which may include coach class airfare, auto rental, meals and lodging.
- 13.2. Interest in the amount of 1.5% per month will be charged on all late payments. client agrees to pay WealthEngine all reasonable collection costs and attorney fees incurred by WealthEngine in relation to



collection of fees. client's obligation to pay WealthEngine is an independent covenant and shall be payable free from any expense, charge, deduction, offset, or counter-claim by reason of any obligation of WealthEngine or any other reason. All the provisions of this Agreement shall be construed and interpreted accordingly.

14. Term and Termination.

- 14.1. Term. The initial term of the Agreement commences on the start date listed in the sales order and end on the end date set forth in the sales order (the "Initial Term"). Thereafter, the products and services under the sales order and this Agreement will auto renew for successive one-year terms at a ten (10)% increase from the pricing from the immediately preceding year(each a "Renewal Term"), unless client provides written notice to WealthEngine at least sixty (60) days prior to the expiration of the then current term. Except as expressly stated elsewhere in this Agreement, any cancellation or attempted cancelation by client, or by WealthEngine for client's breach of this Agreement, will not relieve the client of the obligation to pay the Fees. There is no termination for convenience of the Initial Term or any Renewal Terms. The Agreement may be terminated only as provided under this Agreement.
- 14.2. Termination for Breach. Either party may terminate this Agreement, at its discretion, effective immediately upon written notice of the termination to the other party, if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice describing the breach. Except that, WealthEngine may immediately suspend or terminate client's use of any Service for client's failure to pay any required fees, violation of the use terms under this Agreement, or violation of applicable law. WealthEngine will provide written notice to the client upon any such termination or suspension.
- 14.3. WealthEngine may cease providing Services to the client and terminate the Agreement if WealthEngine determines, in its sole discretion, that client's actions promote hate, violence, intolerance, discrimination, or the actions of the client are otherwise objectionable per WealthEngine's corporate values. Upon such termination, client must cease using the Services and WealthEngine Data. client will be refunded any pre-paid fees, on a pro-rated basis, for the Services not yet provided as of the termination date.
- 14.4. Survival. Upon termination of this Agreement, all terms that by their nature survive termination shall survive such expiry or termination of this Agreement.

15. Miscellaneous.

- 15.1. Existing Agreement. If WealthEngine and client have executed a fully executed agreement, then the terms and conditions of such agreement will govern and not this Agreement here.
- 15.2. Force Majeure. Each party will be excused from performing obligations contained in this Agreement while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party.
- 15.3. Independent Contractors. client and WealthEngine acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Agreement.
- 15.4. Waiver and Severability. The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 15.5. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, and all such counterparts will constitute the same agreement. This Agreement may be signed using





facsimile transmission or electronic signatures.

- 15.6. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in this Agreement, and supersedes all prior agreements, proposals, service orders, understandings, representations or other communications, and may only be amended by mutual written agreement.
- 15.7. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid or via electronic mail, to client: at the contact information set forth in the sales order; and to WealthEngine at: WealthEngine, Inc., principal office address, Attn: General Counsel and via email: [contracts@wealthengine.com](mailto:contracts@wealthengine.com), or addressed to such other address as the receiving party may have designated by written notice in accordance with this provision.
- 15.8. Assignment; Delegation. Neither party may assign or transfer this Agreement without the other party's prior written approval, except that either party may, upon written notice, assign this Agreement to an affiliated company, or an entity that acquires or is merged with the party or that purchases all or substantially all of the assets of the party (provided the entity with which the party is merging, being acquired by, or whose is purchasing substantially all of the assets is not a competitor of the other party), and such successor entity agrees to be bound by the terms of this Agreement as if the successor were client or WealthEngine, as applicable.
- 15.9. Third Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns, except to the extent the explicit terms of this Agreement provide otherwise.
- 15.10. Marketing. WealthEngine may identify client as its customer and identify the type of products or services WealthEngine purchases, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties.
- 15.11. Governing Law; Venue. The parties agree that their rights and obligations hereunder shall be construed in accordance with, and governed by, the laws of the State of Maryland without giving effect to such jurisdiction's rules regarding conflicts of laws. The parties hereby agree that the courts located within Maryland, will constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement and the parties hereby irrevocably consent to the personal jurisdiction and venue of such courts and irrevocably waive any objections thereto.



## **EXHIBIT A**

### **WealthEngine Data Use Terms**

In addition to any other terms and conditions set forth in the parties' Agreement, the use of WealthEngine's Services and WealthEngine Data is subject to the following use terms: [for the purposes of succinctness, the terms Services and WealthEngine Data are used interchangeably; thus, all references to Services also refer to WealthEngine Data, and vice versa]

#### **1. Ongoing Compliance.**

WealthEngine is obligated to comply with certain restrictions placed on WealthEngine by WealthEngine's data suppliers (the "Data Vendors") regarding the use of WealthEngine Data. client shall comply with all restrictions now or hereafter imposed upon WealthEngine, provided such restrictions are made known to client and accepted by the client. In the event that legislation or governmental regulations or the Data Vendors' requirements change, limit or prohibit the delivery or use of any Service, or if, in WealthEngine's reasonable judgment, the continued delivery or use of any Service would violate any such legislation, regulations or requirements, WealthEngine may suspend delivery of such Services. At its discretion, WealthEngine may elect to: (i) implement an alternative method of providing the Services or (ii) terminate the applicable sales agreement or Service and client shall discontinue using such Service. The foregoing remedies do not apply if such noncompliance arises out of client's misuse of the Services or a violation of the parties' agreement.

#### **2. Restrictions Applicable to All WealthEngine Data.**

- A. client will only use WealthEngine Data in compliance with all applicable local, state, and federal laws, rules, regulations, requirements and industry guidelines, including, but not limited to, those laws and regulation regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and e-mail solicitation), data protection and privacy laws, Federal Trade Commission ("FTC") regulations and opinions, The Can Spam Act of 2003, Telephone Consumer Protection Act, and industry guidelines of Direct Marketing Association ("DMA"). WealthEngine or the WealthEngine's Data Vendors shall be entitled to audit client's use of the Services to assess client's compliance with this Agreement.
- B. The below set forth are for the purposes of emphasis and do no limit the requirement set forth in part A above regarding compliant use.
- C. WealthEngine is not a consumer reporting agency. client will not use WealthEngine Data as a factor in establishing a consumer's eligibility for credit or insurance, for any credit repair services, for primarily personal, family, or household purposes, for employment purposes, or for any other purpose not authorized under the Fair Credit Reporting Act (15 U.S.C. § 1681b).
- D. WealthEngine Data that includes real estate data may not be used for flood hazard determination (on FEMA form 81-93 or its successor or replacement). client shall use WealthEngine Data in compliance with the Gramm-Leach-Bliley Act privacy provisions (15 U.S.C. §§ 6801 et seq.), and the Equal Credit Opportunity Act (15 U.S.C. §§ 1691 et seq.).
- E. Federal, state and local political contributions ("*Political Data*") may not be used as the source data to create a list or as the sole data input for developing any direct marketing program. client's use of Political Data presumes that client has already identified a source list and that the Political Data is being added as an additional element to client's pre-existing list. client is responsible for its compliance with the use restrictions applicable to Federal Election Commission ("*FEC*") data.
- F. Use of the National Technical Service Death Master File must be in compliance with 15 CFR §1110.2 and the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986. client acknowledges that failure to comply with the preceding sentence may result in penalties of \$1000 each disclosure or use, up to a maximum of \$250,000.00 in penalties per calendar year.
- G. client has and will maintain a privacy policy that (i) is conspicuously posted on client's web site(s); (ii) is in accordance with all applicable laws, rules and regulations; (iii) provides Data Subject(s) a point of contact (e.g., website, telephone



number or address) where a Data Subject may opt-out of any marketing or advertising communications from the client; and (iv) explains the client's active or passive collection, use and transfer of personally identifiable or anonymous data related to a Data Subject, consumer, or a user.

- H. client may not use WealthEngine Data to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or to promote or support such act. client may not use WealthEngine Data to support activities that directly or indirectly promote or support discrimination, hate, or violence. All Marketing Communications shall be devoid of any deceptive material or practices: it should always be clear what is being offered, who is offering, and not otherwise misleading or deceptive. In all cases, the attributes used to select consumers to send Marketing Communications shall be appropriate, and reasonable given the legitimate goals of the Marketing Communication. WealthEngine Data may be used only for affirmative marketing purposes and not for exclusionary purposes. "Marketing Communications" means any communication between client and a Data Subject conducted utilizing a WealthEngine Data in any way; whether by means of internet, mailing, telephone, or email.
  - I. client shall not use any WealthEngine Data: (i) to develop, publish or maintain any directory, or other similar product; (ii) to permit access to WealthEngine Data by individuals incarcerated in prisons or correctional institutions; (iii) in a manner that may cause emotional or physical harm to anyone, or to "stalk" or otherwise harass another person; or (iv) to post or distribute any content or materials that client does not own or otherwise have sufficient rights to.
  - J. Marketing Communications that utilize WealthEngine Data shall not reference the selection criteria or any knowledge concerning the intended recipient, including the source of the recipient's name and address. Upon reasonable request, client agrees to furnish WealthEngine a copy of each mail piece and/or telemarketing script utilizing a WealthEngine Data, and a written notification of the number of persons for whom such Marketing Communications applies.
  - K. client shall not attempt to merge or otherwise associate anonymous data with personally identifiable information to identify individuals in connection with the anonymous data. To the extent that client employs online behavioral advertising ("OBA") data, as that term is described in the NAI Code, client shall use commercially reasonable efforts, in relation to the OBA data, to use only those advertising technology providers that adhere to the NAI Code of Conduct or similar industry privacy standards.
  - L. WealthEngine Data may be seeded to detect any unauthorized use or duplication thereof. client will not remove such seeds.
  - M. NCOA. In the event client orders a National Change of Address ("NCOA") and Delivery Sequence File ("DSF"), client agrees that the sole permitted utilization of NCOA is to process address lists that will be submitted to the USPS for acceptance and delivery. client acknowledges and agrees that client must satisfy any USPS minimums and execute the forms required by USPS, prior to accessing the applicable Service. client warrants that it is an entity located or operating within the United States and that it will only use the applicable mailing list(s) for mailing to addresses located within the United States.
3. The sections below do no limit the requirement set forth in Section2, part A above regarding compliant use.
4. Suppression; Suppressed Data.
- A. Except as may be required by applicable law, client shall not use in any way any data contained in any suppression database(s) or of any individual or entity that has unsubscribed from receiving future solicitations. client will also immediately refrain from use of information covered by a Data Subject's election to unsubscribe. client shall honor all Data Subjects' request, send directly to client, or forwarded by WealthEngine, to opt-out of the further commercial messages. client shall honor all Data Subject elections, in any form, not to receive Marketing Communications.
  - B. Before using any WealthEngine Data for Marketing Communications, it is solely client's responsibility to ensure that the most current legally required suppression processing (using the most current FTC DNC suppression data) has been applied to client Data and WealthEngine Data. WealthEngine does not guarantee that WealthEngine Data meets the requirements of any applicable local, state, federal or international law, rule or regulation related to the usage of a Data Subject's contact information, including, but not limited to, wireless suppression lists, wireless domain lists, commercial e-mail laws, telemarketing laws and "Do-Not-Call" lists.



- C. client is responsible for any communication initiated by a consumer arising out of client's use of the Services. client shall use good faith efforts to communicate to WealthEngine all complaints, inquiries and opt-outs made by any Data Subject with respect to the Services. For purposes of clarification, client shall only provide notice to WealthEngine if a Data Subject requests that client identify the original source of the database. client will not need to inform WealthEngine of Data Subject requests to be removed from client's own marketing campaigns. No reference to WealthEngine or the Data Vendors in a communication to a Data Subject, by client, shall be made without WealthEngine's and the Data Vendors' prior written approval. client shall be responsible for responding to any communication initiated by a Data Subject, consumer advocacy group, anti-spam advocacy group or ISP arising out of client's use of the Services provided hereunder.

4. Use of Phone Numbers.

- A. If client orders from the FTC its "Do Not Call" suppression files, client may be required to register with the FTC and Federal Communications Commission Do Not Call ("*FTC DNC*"). client represents and warrants that all client entities shall be properly registered with the FTC, if required by law. If requested by WealthEngine, client will provide their subscriber account number as proof of registration. client agrees to defend, indemnify, and hold WealthEngine and its Data Vendors harmless for any claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of a client's failure to properly register and maintain as current the appropriate state and/or FTC registration; failure to properly qualify as an exempt entity, if asserted; and client's or a client's unauthorized or unlawful use of the FTC DNC results processing services or related flags. If a client claims exemption from the requirement to register with the FTC, client represents and warrants that exemption is justified under the provisions of the rules and regulations of the FCC, the FTC, and/or other applicable governing agency.
- B. If client order suppression flag lists from WealthEngine, please note that due to the varying time frames that suppression files are released to the general public, WealthEngine and Data Vendors cannot guarantee that the names or telephone numbers of all consumers who have opted-out of receiving marketing materials have been flagged on the suppression list provided by WealthEngine. Therefore, client shall solely be responsible for applying the most recent available suppression information from government authorities, before sending out any Marketing Communications. If client is requesting the restricted telephone number list, a separate waiver form signed by client will be required. client will only access and/or receive those Services involving the portions of the FTC and FCC DNC file for which client has registered or is entitled due to exemption.

5. Use of Email. Any email communication from client will contain an opt-out provision (if applicable including a link to client's opt-out landing page), identify client and provide client's valid physical address, and clearly express the intent of the email communication. Every Data Subject who opts out shall be unsubscribed as soon as practicable by client, but in no event more than ten (10) business days from receipt of the request. If reasonably requested by WealthEngine, client will provide sample(s) of the applicable Marketing Communications. If client provides WealthEngine with a list and requests an email append Service, client warrants that client is authorized to utilize the client Data for such purpose and that the client's provision of client Data for an email append Service does not violate any terms of this Agreement and the applicable laws, rules, and regulations, including but not limited to client's published privacy policies or notice and disclosure statements. client will indemnify WealthEngine for any damages or losses arising in relation to a breach of the foregoing warranty.

6. Online Targeting. If client uses WealthEngine Data in relation to online targeting platforms, then the following will also apply, marketing shall: (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation; (ii) comply with all applicable laws, rules and regulations; and (iii) comply with applicable privacy policies and, where applicable, the principles and/or best practices set forth within the following websites: Digital Advertising Alliance (<http://www.aboutads.info/>), Mobile Marketing Association, in particular its Best Practices Guide (<http://www.mmaglobal.com> or successor site), Federal Communication Commission (<http://fcc.gov> or successor site), and Interactive Advertising Bureau, in particular its Best Practices and its Self-Regulatory Guidelines and Behavioral Advertising Principles (<http://www.iab.net> or successor site).