WealthTec® Suite Licensing Agreement

This is a legal agreement between you, the customer ("You"), and **WealthTec** LLC ("**WealthTec**").

WealthTec permits use of the **WealthTec Suite** software only on the terms of the following Licensing Agreement ("Agreement"). If You accept the terms contained in this Agreement, please so indicate by clicking the "I Agree" button. If You do not agree to the terms of this Agreement, You may return the Software and Documentation, along with proof of purchase within thirty (30) days of purchase, in which case **WealthTec** will provide a refund for License Fees paid by You for the returned Software.

BY CLICKING THE "I AGREE" BUTTON OR INSTALLING, COPYING OR USING THE SOFTWARE, YOU ARE AGREEING TO THE FOLLOWING TERMS. DO NOT CLICK "I AGREE" UNTIL YOU FIRST READ AND AGREE TO ALL TERMS.

1. SOFTWARE LICENSE.

1.1 For Your Use Only. **WealthTec** grants You a nontransferable, non-exclusive license to use the **WealthTec Suite** software, reports or other output templates of the software, and associated Documentation (collectively, the "Software"), excluding any Client specific documentation or reports, for the Subscription Term described below, on the terms of this Agreement. The license permits You to use the Software to provide planning services to Your own clients ("Clients"). You may install the Software on multiple systems, but no one other than You may have access to or use the Software, except as provided in this Agreement.

1.2 Clients. For purposes of this Agreement, Clients are defined as the ultimate consumer of financial advice, tax advice and/or planning services relating thereto. Clients do not include other parties that provide such advice and/or planning services to the ultimate consumer. Thus, this Agreement expressly prohibits Your use of this Software in connection with services You provide to other professionals and/or organizations ("Third Parties"), whether You are serving in the capacity as a consultant, service bureau or other back-office supporting arrangement to such Third Parties.

1.3 Evaluation Copy. If you have obtained an evaluation copy of the Software and have not purchased a license to the Software, **WealthTec** grants you a 45-day nonexclusive license to use the Software free of charge for the purpose of evaluating whether you wish to purchase an ongoing license for the Software.

2. PURPOSE AND USE.

2.1 Planning Tool. The Software is a general financial and estate planning tool to be used as a resource in the exercise of Your professional judgment, not as a substitute for that judgment. Results produced by the Software will be based on dynamic information that You furnish. The Software is for estimating purposes only. Software calculations are based on general assumptions designed to simplify calculating methods, some of which may not be appropriate for Your or Your Clients' specific needs and circumstances. In addition, planning advice provided with the assistance of the Software will usually need to be changed over time to reflect a Client's changing

financial circumstances. You are solely responsible for financial advice rendered with the assistance of the Software.

2.2 Certain Matters. Anything produced by the Software that pertains to legal, tax or accounting matters is necessarily of a general nature, and shall not be construed as specific legal, tax, or accounting advice to You or Your Clients. If financial advice based on the Software pertains to legal, tax, or accounting matters, You agree that You or Your Client will consult with an attorney, certified public accountant, and/or other professional advisor as to those matters.

3. PARTIES' RIGHTS; RESTRICTIONS.

3.1 Ownership. Subject to the exclusions in section 3.2, **WealthTec** retains ownership of the Software, including all copies.

3.2 Your Property. No Confidential Information or any other information obtained by **WealthTec** from You shall become **WealthTec**'s property. During the performance of **WealthTec**'s obligations under this Agreement, and subject to **WealthTec**'s compliance with the terms of this Agreement, You grant to **WealthTec** a temporary, non-exclusive license to use Confidential Information solely as needed to perform its obligations in connection with this Agreement; no other licenses, express or implied, under any Intellectual Property Rights are granted by You to **WealthTec** under this Agreement. For avoidance of confusion, all licenses granted by You to **WealthTec**, if any, will expire upon the earlier of: (i) the time at which such license is no longer required by **WealthTec** for the performance of its obligations to You; or (ii) termination of this Agreement.

3.3 Copyright. The Software is protected by United States copyright laws and international treaty provisions. Unauthorized copying, sublicensing, distribution, or modification of the Software is expressly prohibited. Software reports and output may not be copied except for internal use and to provide copies to Your Clients. You may be held legally responsible for Your copyright infringement that is caused or encouraged by Your failure to comply with this Agreement. For clarity, you are not liable for copyright infringement by Your Clients.

3.4 Confidentiality.

(a) You may not use or disclose any non-public information related to the Software or **WealthTec**'s services, except as otherwise provided in this Agreement. You may not disassemble, decompile, or reverse engineer the Software. You acknowledge and agree that any violation of this section would result in substantial and irreparable injury to **WealthTec** and **WealthTec** would not have an adequate remedy at law with respect to any such violation. Accordingly, You agree that **WealthTec** shall have the right to obtain, without the necessity of posting bond, injunctive relief to halt or prevent any actual or threatened violation of this section.

(b) You may retain third parties ("Contractors") to furnish services to you. Such Contractors are permitted access to and use of the Software and related Documentation, provided that such Contractors are required by You to execute a written agreement with confidentiality provisions no less restrictive than those set forth this Agreement. You shall be responsible for acts and omissions of the Contractors for the access granted under this Section.

(c) In the event **WealthTec** has access to any of Your confidential information, including, without limitation, information about Your Clients, **WealthTec** will not use or disclose

such confidential information, and will safeguard such Client information against unauthorized access, use or alteration. In the event of any unauthorized access, use or alteration of Client information, **WealthTec** will promptly notify you.

(d) The Parties acknowledge and agree that if a separate Confidentiality Agreement is executed by the Parties it is hereby incorporated by reference into this Agreement and shall govern and be binding on the Parties with respect to the disclosure, receipt and use of Confidential Information in connection with this Agreement.

3.5 Other Restrictions. You may not rent or lease the Software. You may not access (except when using the Software), copy or redistribute securities lists or other financial data that may be provided with the Software.

4. SUBSCRIPTION TERM. The Agreement is effective for a period (the Subscription Term) beginning on the date You purchase the Software or click to accept, whichever is sooner (Start Date), and ending twelve (12) calendar months from the Start Date.

5. UPDATES AND SUPPORT.

5.1 Product Updates. Subsequent to the date on which you purchase a license to the Software, **WealthTec** may, at its own discretion, issue product updates ("Updates"), which may involve enhancements and/or other changes to the Software and Documentation. This Software license and Agreement entitles you to receive Updates generally released to **WealthTec** customers during the twelve (12)-month period beginning on the Start Date of this Agreement. This privilege shall not extend beyond the initial twelve (12)-month Subscription Term, but may be renewed at the start of each subsequent twelve (12)-month period by paying the applicable Subscription Renewal Fee. You should promptly install, upon receipt, all Updates You receive from **WealthTec** during the term of the Agreement.

5.2 Support. You may contact **WealthTec** by email at howard@wealthtec.com or by telephone at (443) 535-8675 for assistance in identifying and resolving problems with the use of the Software. **WealthTec** is not required to provide maintenance or support for Software operating on equipment not identified by **WealthTec** as being an authorized device; software not supplied by **WealthTec**; or Software improperly used or used in an operating environment not designated in the Documentation or Software specifications. Support services do not include any new software products licensed separately by **WealthTec**.

5.3 Suggested Improvements. Any improvements, corrections, or enhancements You suggest become the property of **WealthTec**. **WealthTec** has sole discretion to decide whether to make improvements, corrections, or enhancements, including those You suggest.

5.4 Discontinued Distribution. WEALTHTEC IS NOT OBLIGATED TO CONTINUE SUPPORTING THE SOFTWARE IF DISTRIBUTION IS DISCONTINUED. You will not be charged a Subscription Renewal Fee and will not receive Updates to the Software if **WealthTec** discontinues distribution of the Software. For purposes of this Agreement, Distribution is defined as **WealthTec**'s exclusive right to sell, lease, or otherwise transfer copies of the Software to the public ("Distribution").

6. FINANCIAL PROVISIONS AND FEES.

6.1 License Fee. You agree to pay the License Fee charged by **WealthTec** for use of the Software, in accordance with **WealthTec**'s invoice or as otherwise agreed to by **WealthTec**.

6.2 Subscription Renewal Fees. Subscription Renewal Fees will be charged at the start of each successive twelve (12)-month Subscription Term for the privilege of obtaining Updates generally released to **WealthTec** customers during that twelve (12)-month period. **WealthTec** retains the right to change the prices, terms, and scope of subscription and support services at the end of the Subscription Term. FAILURE TO PAY APPLICABLE SUBSCRIPTION RENEWAL FEES AUTOMATICALLY TERMINATES YOUR LICENSE.

6.3 Taxes. You are solely responsible for the payment of any sales, use, excise, value added, services, consumption, or other tax during the Subscription Term that is assessed on the provision of any deliverables to You by **WealthTec**, unless You provide **WealthTec** with a valid and applicable exemption certificate. In-state **WealthTec** will charge the appropriate amount of sales tax on all invoices, and remit that tax to the proper taxing authority. **WealthTec** is responsible for all other taxes, assessments and levies, including taxes based on its net or gross income.

7. LIMITED WARRANTY. For ninety (90) days after the Software is delivered, **WealthTec** warrants that the Software will operate substantially as described in its Documentation, provided that the Software is properly installed and used in the operating environment specified in the Documentation. **WealthTec** will, as mutually agreed by the Parties, replace the Software or refund the License or Subscription Renewal Fees (whichever applies) for Software that does not comply with the foregoing warranty. To request replacement Software or a refund, call (443) 535-8675. If **WealthTec** provides a refund, You must uninstall all copies of the Software upon receipt of the refund. **WealthTec** will not be allowed remote access to the Software unless expressly granted by You.

8. DISCLAIMER. EXCEPT AS STATED ABOVE, **WEALTHTEC** DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **WEALTHTEC** DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT, EACH PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAKE NO OTHER EXPRESS WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WITH RESPECT TO ITS OBLIGATIONS HEREUNDER.

9. LIMITATIONS OF LIABILITY.

9.1 Use. As stated in Section 2.1, You are solely responsible for use of the Software. **WealthTec** shall not have any liability for Your use of the Software, including without limitation reports and output given to Your clients.

9.2 Changes. **WealthTec** shall not have any liability or responsibility for problems caused by unauthorized changes to the Software or for problems caused by use of the Software with other computer programs that were not distributed by **WealthTec** for use with the Software.

9.3 Exclusive Remedy. SECTION 7 STATES YOUR EXCLUSIVE REMEDY FOR SOFTWARE DEFECTS.

9.4 Limitation on Consequential Damages. SUBJECT TO THE EXCLUSIONS IN SECTION 9.5, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.5 Exclusions. All limitations of liability set forth in this Agreement will not apply to matters subject to indemnification under this Agreement, a Party's gross negligence, willful misconduct or breaches of the Parties' separate Confidentiality Agreement incorporated herein by reference.

10. INFRINGEMENT. If the Software is determined to or, in **WealthTec**'s view, is likely to be found to infringe third-party intellectual property rights, **WealthTec** will, at its sole option and expense, either procure for You a license from the third party to continue using the Software or replace or modify the Software so that it becomes noninfringing. If, in **WealthTec**'s sole opinion, neither option is commercially practicable, **WealthTec** may terminate this Agreement with written notice to You, in which case (i) You agree to cease all use of the Software; and (ii) **WealthTec** agrees to refund a prorated portion of the License or Subscription Renewal Fees (whichever applies). The remedies stated in this section are Your sole and exclusive remedies in the event of infringement.

11. INDEMNITY. You agree to indemnify **WealthTec** against any and all loss, liabilities, and costs, including reasonable attorney fees at trial and on appeal, related to (a) the use of the Software, including claims based upon advice given to others using the Software, (b) your failure to comply with this Agreement, or (c) any unauthorized use or copying of the Software by third parties resulting from Your failure to comply with this Agreement. This indemnity does not apply if the claim arises from, or is related to, **WealthTec**'s performance or failure to perform under this Agreement or its negligence, willful misconduct or fraud.

12. TERMINATION.

12.1 By You. You may terminate this Agreement at any time on (thirty) 30 days written notice to **WealthTec**. In the case of termination under this Section, You will not be obligated to pay any charges or fees provided for under this Agreement that would become due and payable on or after the termination date.

12.2 By WealthTec. WealthTec may terminate this Agreement at any time if you fail to comply with the terms of this Agreement if such failure is not cured upon (thirty) 30 days written notice to You. This Agreement terminates upon failure to pay License Fees and/or Subscription Renewal Fees as stated in Sections 6.1 and 6.2.

12.3 Obligations Upon Termination. Immediately upon termination by either party, You agree to uninstall and destroy all copies of the Software that You obtained or created, but may maintain copies of the Software reports and output. Termination will not affect either Party's

obligations arising before or at termination. Termination will not limit either Party's other rights and remedies.

12.4 Survival. Sections 3.4 and 9 shall remain in effect following any termination of this Agreement.

13. GOVERNING LAW. This Agreement is governed by Maryland law, excluding contrary choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

14. FORCE MAJEURE. WealthTec shall not be responsible for delays or failures in performance resulting from causes beyond its control. Such causes include without limitation acts of God, acts of federal, state or local government, accidents, strikes, and shortages of transportation, facilities, fuel, energy, labor or material.

15. ASSIGNMENT. This Agreement will be binding on the Parties and their successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other Party's consent, provided that any assignment shall not release the assigning Party from its obligations under this Agreement arising prior to the date of assignment. Any attempted assignment or delegation of any rights, duties or obligations in violation of this Section will be invalid and without effect.

16. SEVERABILITY. If any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the other provisions shall remain in full force and effect.

17. ENTIRE AGREEMENT. Any modification or waiver of this Agreement must be in writing. Neither course of conduct between the Parties nor trade practice shall act to modify any provision of this Agreement. This Agreement represents the entire agreement between You and **WealthTec**. If you have any questions concerning this Agreement, you may contact Howard Eisenberg at **WealthTec** LLC, 5919 Perfect Calm Court, Clarksville, Maryland 21029; Tel: (443) 535-8675; Email: howard@wealthtec.com.

18. GLOSSARY. "Documentation" means all user, operational, installation, integration and training manuals, information, documents, routines and materials required or reasonably necessary to fully use, operate, engineer, test and maintain the Software and/or describing the function, features, and use of the Software, as may be revised, including documentation on **WealthTec**'s website.