

WealthTec® Suite Licensing Agreement

WealthTec LLC permits use of the **WealthTec Suite** software only on the terms of the following Licensing Agreement (Agreement). If You do not agree to the terms of this Agreement, You may return a copy of Your receipt, the electronic media on which the software was delivered and all accompanying items (including all written materials) within 30 days of purchase without installing the software on a computer, in which case **WealthTec** LLC will provide a full refund.

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.

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

1. SOFTWARE LICENSE.

1.1 For Your Use Only. **WealthTec** grants You a nontransferable, nonexclusive license to use the **WealthTec Suite** software, reports or other output of the software, and associated documentation (collectively, the Software) 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. OUR RIGHTS; RESTRICTIONS.

3.1 Ownership. **WealthTec** retains ownership of the Software, including all copies.

3.2 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.

3.3 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.

3.4 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. All rights not expressly granted are reserved by **WealthTec**.

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 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 the Documentation. This license and Agreement entitle you to receive Updates generally released to **WealthTec** customers during the twelve-month period beginning on the date You purchase the Software or click to accept, whichever is sooner. This privilege shall not extend beyond the initial twelve-month subscription period, but may be renewed at the start of each subsequent twelve-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 Your subscription. The Software will expire if not updated in a timely fashion.

5.2 Support. You may contact **WealthTec** support telephone service 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 problems that do not originate with the Software, or for problems that are the result of Your negligence or modification of the Software. 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 renewal fee and will not receive updates to the Software if **WealthTec** discontinues distribution of the Software.

6. 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 by **WealthTec**.

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

6.3 Taxes. You are solely responsible for payment of any taxes (including sales or use taxes and intangible taxes, but excluding taxes on **WealthTec's** income) resulting from **WealthTec's** licensing of the Software and delivery of support services. **WealthTec** reserves the right to have You pay any such taxes as they fall due to the appropriate authority. Payments shall be grossed-up for any non-refundable, withholding tax imposed on **WealthTec** by a foreign governmental entity. You agree to defend, indemnify, and hold **WealthTec** harmless from all claims and liability arising from Your failure to report or pay such taxes. You shall obtain and provide to **WealthTec** any certificate of exemption or similar documents required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability.

7. LIMITED WARRANTY. For 60 days after the Software is delivered, **WealthTec** warrants that the Software will operate substantially as described in its documentation. **WealthTec** will, at its option, replace or refund the license and subscription renewal fees for software that does not comply with the foregoing warranty. To request replacement software or a refund, call (443) 535-8675. If **WealthTec** elects to provide a refund, You will be given a refund authorization number. Refunds will be made only if You return the electronic media on which the Software was delivered (without retaining any copies), with all associated documentation and packaging, postage prepaid to **WealthTec**, accompanied by the refund authorization number.

8. DISCLAIMER. EXCEPT AS STATED ABOVE, **WEALTHTEC** DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **WEALTHTEC** DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE ERROR FREE. Any warranties found to exist are limited in duration to the 90-day warranty period described above.

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. **WealthTec** shall not be liable for damages resulting from errors in calculation, or suggestions or recommendations by Software support representatives.

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. **WEALTHTEC** SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. REGARDLESS OF THE THEORY OF LIABILITY, THE LIABILITY OF **WEALTHTEC** FOR ALL CLAIMS RELATING TO THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEE YOU PAID. YOU AGREE THAT ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CLAIM ARISES OR THE CLAIM IS BARRED.

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 the right 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, in which case You agree to immediately cease all use of the Software. 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

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if the claim arises from or 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 30 days written notice to **WealthTec.**

12.2 By WealthTec. **WealthTec** may terminate this Agreement immediately and without notice if you fail to comply with its terms if such failure is not cured upon 30 days notice. 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 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 3.3 and 9, and any other provisions that by their nature should survive termination, shall remain in effect following any termination of this Agreement.

13. EXPORT. You expressly agree not to export or reexport the Software.

14. 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.

15. 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.

16. ASSIGNMENT. You may not assign your rights under this Agreement without the prior written consent of **WealthTec.**

17. 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.

18. 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 write to **WealthTec** LLC, 5919 Perfect Calm Court, Clarksville, Maryland 21029.