



## Completing the IRA Full Disclosure Statement Amendment Copyright License Quote Form

### 2024 RMD Regulations

#### To Begin Your Quote Process

For this quote form to function properly, you must first download the form locally. Then, follow the instructions on the form to complete the PDF and submit your order to Ascensus.

#### Traditional, Roth, and SIMPLE IRA

Populate your Organization Name at the top of page 2 along with your Ascensus Organization number. For each IRA type to be amended, enter the total number of accounts in the **qty.** field. The total for your copyright license appears in the **Total** field.

#### Last Steps

1. Complete the **Client Authorization** section with your name and the date where indicated. Your quote total appears in this section. If you are not authorized to make purchases on behalf of your organization, this section must be completed by an authorized individual.
2. Complete the **Organization Contact Information** section with the name, email, and phone number of your organization's fulfillment contact. This is the person we will contact for additional information and who will receive secure file transfer access to the electronic amendment files. Your billing address must also be provided.
3. Once everything is completed, hit the Submit button to send your approved order to Ascensus. Within 10 business days, we will send the fulfillment contact an email that includes instruction to access the electronic files of copyrighted works. You will receive a separate amendment for Traditional, Roth, and SIMPLE IRAs to use as applicable. Sample cover letters also are provided. Your invoice will follow.

**NOTE:** *The quote form that follows contains a calculator tool, so it must be completed online by keying information into the **qty.** fields. As you enter information into the **qty.** fields, the calculator will automatically fill the **Total** field based on the quantities entered.*

We cannot process quote forms where the quantities are blank or if the form was printed and handwritten, as the calculations will be missing.

Organization Name:

Ascensus Organization Number:

IRA Full Disclosure Statement Amendment Copyright License Quote Form

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**NOTE:** *This form contains an automated calculator tool. The applicable **qty.** fields must be completed online so that the **Total** field can calculate and automatically fill.*

Traditional, Roth, and SIMPLE IRA

Full Disclosure Statement Amendment copyright.

- Full Disclosure Statement IRA Amendment – stock
  - 8.5"x11" page size
  - 8 total pages (4 total pages for inherited IRA amendments)
  - Black ink

**IRA AMENDMENT COPYRIGHT LICENSE IS BASED ON TOTAL NUMBER OF ALL IRAS**

Traditional IRA	qty.	
Inherited Traditional IRA	qty.	
Roth IRA	qty.	
Inherited Roth IRA	qty.	
SIMPLE IRA	qty.	Total

ADDITIONAL INFORMATION

- **A \$250 minimum charge applies.**
- The above pricing includes Ascensus' standard Full Disclosure Statement IRA Amendments.
- If customized amendments are required, additional fees will apply, and a separate custom amendment copyright license quote will be provided.
- This quote is valid for 30 days.

<b>CLIENT AUTHORIZATION</b>
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*This section should only be completed by persons authorized to make purchases on behalf of the organization.*

**Quote Total:**

**Approved By**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Type Name of Individual Approving Quote)

By typing your name above you are electronically providing consent for the services described and agree to pay the associated fees.

**Initial:** \_\_\_\_\_ I have read and agree to the Copyright License Agreement Terms and Conditions, beginning on page 4 of this quote form.

<b>ORGANIZATION CONTACT INFORMATION</b>
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**Organization Name:**

**Ascensus Organization Number:**

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_

Please address any questions concerning this quote via email to [eforms@ascensus.com](mailto:eforms@ascensus.com).

## **COPYRIGHT LICENSE AGREEMENT**

This Copyright License Agreement (this "Agreement") is between the financial organization ("Client") named in the Copyright License Quote Form (the "Quote") and Ascensus, LLC ("Ascensus").

**IMPORTANT – PLEASE READ THIS AGREEMENT CAREFULLY BEFORE APPROVING THE QUOTE AND SUBMITTING THE QUOTE TO ASCENSUS AS DIRECTED ON PAGE 3 OF THE QUOTE. BY APPROVING AND SUBMITTING THE QUOTE, CLIENT WILL RECEIVE A LICENSE TO USE, AND AN ASSIGNED PASSWORD TO ACCESS, THE IRA AMENDMENTS (AS DEFINED BELOW), IN ACCORDANCE WITH THIS AGREEMENT. BY APPROVING AND SUBMITTING THE QUOTE, CLIENT WILL BE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS HEREOF.**

### **1. EFFECTIVE DATE; TERM**

This Agreement is effective as of the date Client approves and submits the Quote as directed on page 3 of the Quote (the "Effective Date") and shall continue in force until terminated in accordance with this Agreement.

### **2. PRODUCTS**

Ascensus will provide Client with access to (a) individual retirement account ("IRA") disclosure statement amendments for Traditional, Roth and SIMPLE IRAs to be used to amend IRAs that were established on the Ascensus IRA opening documents for the 2024 required minimum distribution regulations (the "2024 RMD Regulations") in connection with one or more agreement(s) between Client and Ascensus, and (b) sample cover letters that Client may customize and use to notify IRA owners ("customers") of the applicable amendments (collectively, "IRA Amendments").

### **3. GRANT**

Ascensus hereby grants to Client a limited term, non-exclusive, non-transferable, non-sublicensable, restricted license to use the IRA Amendments. This license is limited for the term of this Agreement and solely for the purposes set forth in this Agreement and may not be used by Client, or customers of Client for any other purpose.

### **4. USE**

Subject to the terms and conditions hereof, Client may use the IRA Amendments as follows: (a) in paper format, (b) by entering such IRA Amendments onto Client's computer system or server for use in computer generating documents that contain the IRA Amendments, or (b) in a PDF format for use in generating documents on Client's website, in each case, solely for the limited purpose of amending Traditional, Roth and/or SIMPLE IRAs or training Client's employees or agents (if applicable). As soon as practicable following receipt of the fees provided for in this Agreement, Ascensus will use commercially reasonable efforts to provide Client with an assigned password to access the IRA Amendments in the format reasonably requested by Client. Upon Client's request, Ascensus will provide Client with copies of the IRA Amendments in an unlocked file format.

Client shall be solely responsible for installing or programming the IRA Amendments onto its computer system or server. Client assumes the responsibility for proofreading any installation of the IRA Amendments uploaded onto its computer system or server. Ascensus assumes no responsibility for such installation or any errors, failures, or malfunctions of Client's computer system or server. At any time during the term of this Agreement, Client shall, within 15 days of Ascensus' written request, provide Ascensus with a computer generated or website generated copy of each form of IRA Amendment on Client's computer system or server so that Ascensus may verify that Client is using the most recent versions of the IRA Amendments offered by Ascensus at such time and that Client has included Ascensus' copyright notice for the IRA Amendments on each generated copy.

## 5. FEES

- a. In consideration for the license to use the IRA Amendments, Client shall pay Ascensus a one-time fee provided in the Quote based on total IRAs to be amended in connection with the 2024 RMD Regulations.
- b. Client shall pay all Ascensus invoices within 30 days after receipt of each invoice, and Ascensus may charge Client a monthly service charge equal to 1.5% on all unpaid balances or the highest amount allowed by law, whichever is less. Ascensus reserves the right to terminate your license to use the IRA Amendments or terminate this Agreement if there are invoice amounts unpaid for more than 60 days. Client shall reimburse Ascensus for any collection costs (including but not limited to attorneys' fees) that Ascensus incurs in collecting any overdue amounts. Client shall pay all applicable taxes, including sales tax, which taxes shall be added to the invoices and are in addition to Ascensus' fees set forth in this Agreement.

## 6. LIMITATIONS

Ascensus does not intend, nor should Client construe, the IRA Amendments to constitute legal or tax advice.

## 7. COMPLIANCE; NO UPDATES

- a. Ascensus will use commercially reasonable efforts to ensure the IRA Amendments conform in form and substance to the provisions of the Internal Revenue Code and all applicable regulations promulgated thereunder governing retirement plans as of the date of this Agreement. The representation contained in this paragraph relates solely to the intrinsic content of the IRA Amendments and does not include any representation or warranty as to the manner in which the IRA Amendments are selected, interpreted, or applied by Client or its customers.
- b. In the event that Congress, the Internal Revenue Service or the Department of Labor provide formal guidance relating to retirement plans in the future, the IRA Amendments provided under this Agreement may fail to be in compliance with such guidance. Notwithstanding the foregoing, Ascensus does not intend, nor shall it have any obligation under this Agreement, to update any of the IRA Amendments. The fee paid by Client to Ascensus for the IRA Amendments will not include any updates to or customization of the IRA Amendments.
- c. Client may access and use as few or as many of the IRA Amendments provided under this Agreement that it determines appropriate. It is Client's responsibility to select the appropriate IRA Amendments to use in amending IRAs for its customers.

## 8. REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGEMENTS

- a. **Representations and Warranties of the Parties:** Each party hereto represents and warrants to the other that: (i) it is a duly organized legal entity having all requisite authority under its organizational documents and applicable law to enter into this Agreement and to perform its obligations hereunder; (ii) the acceptance of this Agreement and the performance of the obligations contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement constitutes a valid and legally binding obligation of such party enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and similar statutes affecting creditors' rights generally and judicial limits on equitable remedies; and (iii) it shall perform its obligations under this Agreement in accordance with the provisions of applicable law. Ascensus makes no representation or warranty as to the manner in which the IRA Amendments were selected, interpreted, or applied by Client or its customers.
- b. **Agency Relationship:** Nothing in this Agreement shall be construed as creating the status of Ascensus as fiduciary, as such term is defined in the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Ascensus shall not be deemed to be providing legal, investment, or tax advice to Client as a result of the obligations undertaken by Ascensus in this Agreement.

- c. **Insurance and Securities Laws:** Ascensus makes no representations regarding compliance of its products or services with any state insurance laws or any securities laws. Further, Ascensus shall not be responsible for obtaining the approval of any state insurance authority or securities authority on behalf of Client.
- d. **Names:** The name "Ascensus, LLC." is owned by Ascensus. Ascensus may use Client's name on lists of Ascensus' customers, but must obtain Client's prior written consent for any other use of Client's name or logo or for any product endorsement.
- e. **ASCENSUS MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON INFRINGEMENT OF THE IRA AMENDMENTS, ARE EXPRESSLY DISCLAIMED. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES TO THE LIMITATIONS SET FORTH HEREIN, INCLUDING THIS SECTION 8(E).**

## 9. INTELLECTUAL PROPERTY/SCOPE OF USE

Ascensus' IRA Amendments are copyrighted. All applicable rights to patents, copyrights, trademarks, trade secrets, and intellectual property rights, other ownership rights of any kind whatsoever in the IRA Amendments are and shall remain in the exclusive ownership of Ascensus. Ascensus shall remain the sole copyright owner of any amendments or changes to the IRA Amendments and any other written materials provided to Client by Ascensus. Ascensus retains all other rights to the IRA Amendments not expressly granted to Client in this Agreement. Except as expressly permitted in this Agreement:

- a. Client shall not copy or distribute, by any means, all or any part of the IRA Amendments;
- b. Client shall not remove or permit to be removed from any item included in the IRA Amendments any notice indicating the confidential nature or the proprietary rights in such item (including without limitation Ascensus' copyright notice present on any IRA Amendments);
- c. Client shall instruct its employees, agents, and customers not to sell, lease, sublicense, transfer, publish, disclose, or otherwise make available to others all or any part of the IRA Amendments or any copy thereof; and
- d. Client shall instruct its employees, agents, and customers not to use all or any part of the IRA Amendments or any information disclosed to Client under this Agreement for the purpose of recreating or duplicating all or any part of the IRA Amendments.

If Client or any of its employees, agents, or customers attempt to use, disclose, or dispose of the IRA Amendments or any part or copy thereof in any manner contrary to the terms of this Agreement, Ascensus shall have the right, in addition to such other remedies which may be available to Ascensus, to appropriate equitable relief in a court of competent jurisdiction, it being acknowledged that legal remedies are inadequate.

Client shall not make any changes to the IRA Amendments without Ascensus' prior written consent. Client acknowledges that any changes to the IRA Amendments shall be deemed a violation of this Agreement and applicable copyright laws. Client further acknowledges that such unauthorized changes may cause the IRA Amendments to fail to be in compliance with laws and regulations applicable to retirement plans and other tax-favored savings plans, and Client accepts any and all liability arising from such changes.

Customization or review requests made by Client, with Ascensus' prior written consent, shall be mutually agreed upon in advance, in writing, and shall be billed at Ascensus' then current hourly rate.

## 10. CONFIDENTIALITY

- a. Except as expressly permitted by this Agreement, each of Client and Ascensus shall: (i) keep and maintain all Confidential Information (as defined below) of the other party in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; (ii) not without the other party's prior written consent, directly or indirectly, disclose any Confidential Information of the other party to any third party, subject to Section 10(b) below; and (iii) not make use of the other party's Confidential Information for its own purposes or the benefit of any party except the other. For purposes of this Agreement, "Confidential Information" shall mean (A) information and reports provided or made available by a party hereto; (B) information designated in writing by a party hereto as confidential; and (C) information and material which, by its nature, should reasonably and customarily be construed to be proprietary or confidential. Notwithstanding the foregoing, Confidential Information shall not include any information which the a receiving party can demonstrate (x) is in the public domain through no fault or breach by such receiving party of its obligations hereunder; (y) was known (or should reasonably be known) by the such receiving party prior to its disclosure and was not obtained in such circumstances subject to a requirement of confidentiality; or (z) was developed independently of, and without the use of or access to, any Confidential Information exchanged pursuant to this Agreement.
- b. Notwithstanding anything to the contrary set forth herein, each of Client and Ascensus shall be permitted to disclose the other party's Confidential Information as follows:
- i. Each party may disclose the other party's Confidential Information to its employees, legal counsel, auditors, third party vendors, and agents (collectively, "Agents ") having a need to know the Confidential Information in connection with the performance of its obligations under this Agreement. Client and Ascensus shall instruct their respective Agents as to their obligations under this Agreement.
  - ii. Either party may disclose the other party's Confidential Information to the extent required to comply with applicable law, including to regulatory agencies with jurisdiction over a party, or pursuant to an order of any court or administrative body; provided, however, that such party shall, to the extent legally permissible, promptly notify the other party of such request for Confidential Information , give the other party a reasonable opportunity (at the other party's option and sole expense) to prevent the disclosure of the Confidential Information via a protective order or other appropriate remedy, and reasonably cooperate with the other party in any efforts it makes to prevent the disclosure of the Confidential Information. In the event that such protective order or other remedy is not obtained after commercially reasonable efforts, such party may, without liability under this Section, furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, a party hereto shall not be required to notify the other party if disclosure of the other party's Confidential Information is made to a regulatory agency, self-regulatory organization or governmental agency in the course of such authority's routine examinations or inspections not targeted at the other party and any such disclosure shall be permitted.
- c. Ascensus reserves the right to engage a third party or parties to assist in the performance of the obligations set forth in this Agreement. Client acknowledges and agrees that Ascensus' disclosure of Confidential Information to effectuate, service, or administer a transaction shall not be considered a breach of the confidentiality obligations created hereunder. To the extent that Ascensus contracts with a nonaffiliated third party that obtains Confidential Information in order to fulfill the obligations under this Agreement, Ascensus will seek contractual confidentiality protections to require the third party to hold Confidential Information in strict confidence and not disclose it except as provided herein. Ascensus and Client shall comply with the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, as amended and with applicable regulations promulgated thereunder and applicable changes thereto as these occur and become effective.

- d. A party hereto shall, promptly upon written request by the other party, destroy such other party's Confidential Information, and any and all copies or extracts thereof; provided, however, that the party shall be entitled to retain copies of the other party's Confidential Information as it is required to retain pursuant to applicable law and that are electronically stored or archived in the ordinary course of business.
- e. The parties acknowledge and agree that any breach or threatened breach of this Section 10 may cause the aggrieved party immediate and irreparable harm for which monetary damages alone may be inadequate compensation. Accordingly, the aggrieved party shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive relief without requiring a cure period and without the necessity of posting a bond.

## **11. TERMINATION**

This Agreement and any rights granted hereunder may be terminated:

- a. immediately by Ascensus, upon written notice, if Client fails to make any required payment to Ascensus under this Agreement and such payment remains outstanding for 30 or more days after the due date;
- b. immediately by Ascensus, upon written notice, if Client breaches any provision of this Agreement with respect to intellectual property;
- c. by either party if the other party commits a material breach of this Agreement and such breach is not cured within 30 days after written notice thereof is given to the breaching party; or
- d. immediately by either party in the event the other party becomes insolvent, makes an assignment for the benefit of its creditors, or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding.

Upon termination or expiration of this Agreement, for any reason, Client shall cease to use the assigned password and IRA Amendments provided under this Agreement, and shall either return to Ascensus all such IRA Amendments then in Client's possession or provide Ascensus proof of the destruction of such IRA Amendments.

After termination of this Agreement, Ascensus shall have no further obligations to Client and its customers under this Agreement.

Termination of this Agreement shall be in addition to and not in lieu of any other remedies available to either party at law or in equity.

## **12. INDEMNIFICATION**

- a. Client shall indemnify and hold harmless Ascensus and its affiliates, representatives, agents, officers, directors and employees (such persons and entities referred to collectively as the "Indemnified Parties") against any and all loss, liability, claim, cost, damage and expense (including reasonable attorney's fees) whatsoever (collectively, the "Losses") arising out of any breach of, inaccuracy in, or omission from any of the Indemnifying Party's representations, warranties or covenants set forth in this Agreement, including, without limitation, Client's or its customers' use of the IRA Amendments in violation of this Agreement.
- b. Notwithstanding anything to the contrary set forth in this Agreement, no party shall be entitled to indemnification pursuant to this Agreement to the extent that such party's Losses arise out of or relate to such party's own negligence or willful misconduct.
- c. Promptly after an Indemnified Party receives notice of a claim threatened or commenced against it, against which the other party is obligated to indemnify the Indemnified Party, the Indemnified Party shall give written notice of such dispute to the Indemnifying Party. However, the Indemnified Party's failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to any Indemnified Party under this



Agreement, except to the extent that the Indemnifying Party has been prejudiced in any material respect by such failure. The Indemnifying Party shall be entitled to assume the defense of the dispute with counsel reasonably satisfactory to the Indemnified Party, and the Indemnified Party shall have the right to participate in the defense or preparation of the defense of the dispute as follows: (i) in the event that the Indemnifying Party elects to assume the defense of the dispute, and to retain such reasonably satisfactory counsel, the Indemnified Party shall bear all fees and expenses of any additional counsel the Indemnified Party retains and any other costs associated with the Indemnified Party's participation, and (ii) in the event that the Indemnifying Party does not assume the defense of the dispute within a reasonable time after its receipt of the Indemnified Party's notice, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable fees and expenses of counsel in defending the dispute. If the Indemnifying Party assumes the defense of dispute, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle or compromise the liability of the Indemnified Party, or permit a default or consent to the entry of any judgment in a court action, unless in connection with such settlement, compromise or consent the Indemnified Party receives from the claimant a written unconditional release from all liability in respect of the dispute.

### **13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, AND LOST OR DAMAGED DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGE WAS REASONABLY FORESEEABLE AND WHETHER OR NOT THE AGGRIEVED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IN NO EVENT SHALL ASCENSUS' AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES ASCENSUS RECEIVED UNDER THIS AGREEMENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH ASCENSUS RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON DIRECT DAMAGES SHALL NOT APPLY TO DIRECT DAMAGES CAUSED BY ASCENSUS' GROSS NEGLIGENCE, RECKLESS DISREGARD, OR WILLFUL MISCONDUCT.

### **14. GENERAL**

- a. Amendment and Modification:** Ascensus may at any time amend this Agreement by notifying Client. Client will be deemed to have accepted the amendment if Client does not object to the amendment in writing within 30 days of receiving such notice from Ascensus. This Agreement may be modified or amended by Client only by a written agreement duly executed by the parties hereto or their respective successors or permitted assigns.
- b. Waiver:** No waiver by either party or the failure by either party to exercise any right or privilege hereunder will operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence of event on one occasion will be deemed a waiver of such right or privilege on any other occasion.
- c. Entire Agreement; Conflict of Terms:** This Agreement, along with the Quote, contains the full and complete understanding of the parties regarding this Agreement's subject matter and supersedes all prior representations, promises, statements, arrangements, agreements, warranties, and understandings between the parties with respect to the subject matter of this Agreement, whether oral or written, express or implied.

- d. **Force Majeure:** Neither party shall be responsible or liable for, nor shall either party be considered in breach of this Agreement due to, any loss or any failure of or delay in performance of its obligations under this Agreement (except for any obligations to make payments to the other party hereunder) arising out of or caused, directly or indirectly, by events or circumstances beyond its reasonable control, including but not limited to: acts of God, acts of civil or military authority, acts of government, accidents, environmental disasters, natural disasters or events, fires, floods, earthquakes, hurricanes, explosions, lightning, suspensions of trading, epidemics, pandemics, public health crises, quarantines, wars, acts of war (whether war is declared or not), terrorism, threats of terrorism, cyber-attacks, insurrections, embargoes, riots, strikes, lockouts or other labor disturbances, disruptions of supply chains, civil unrest, revolutions, power or other mechanical failures, loss or malfunction of utilities or communications services, delays or stoppage of postal or courier services, delays or stoppages of transportation, and any other events or circumstances beyond its reasonable control whether similar or dissimilar to any of the foregoing (all enumerated and described events in this Section individually and collectively, "Force Majeure"). The affected party shall promptly notify the other party of the occurrence of a Force Majeure event.
- e. **Governing Law; Waiver of Jury Trial:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any action arising out of, based upon or related to this Agreement or the transactions contemplated hereby, may only be instituted in the federal courts of the United States of America located in the State of New York or, if such courts lack jurisdiction, in the courts of the State of New York located in the County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any action brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any action in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- f. **Waiver of Class Action:** THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY APPLICABLE LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS SHALL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
- g. **Notices:** All notices required by this Agreement must be in writing and mailed by certified or registered mail, email or nationally recognized courier service to the other party at the address provided in the Quote (or such other address as each party may give by written notice to the other). Notices by email shall be deemed effective upon acknowledgement of receipt by the party to which the notice was given or on the fifth calendar day following delivery of the notice, whichever occurs first. For greater certainty, an automatic "read receipt" or other automated

messages (e.g., out of the office message) does not constitute acknowledgement of receipt for the purpose of this provision. Notices given by mail shall be deemed for all purposes to have been given three business days after deposit in the United States Postal Service.

- h. Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement becomes inconsistent with any present or future law or regulation, that provision will be superseded or amended to conform to such law and regulation, but the remainder of this Agreement will remain in full force and effect.
- i. Successors and Assigns:** Client may not assign this Agreement, directly or indirectly by operation of law or otherwise, in whole or in part, without the prior written consent of Ascensus, which shall not be unreasonably withheld. Any assignment or attempted assignment in breach of this Section 14(i) shall be void. This Agreement is binding upon the permitted successors and assigns of the parties hereto.
- j. Survival:** The provisions of Section 4 (Use), Section 5 (Fees), Section 6 (Limitations), Section 8(E) (Disclaimer of Warranties), Section 9 (Intellectual Property/Scope of Use), Section 10 (Confidentiality), Section 12 (Indemnification), Section 13 (Limitations of Liability), and Section 14 (General) survive termination.