



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

SECURE Act

Traditional, Roth, and SIMPLE IRA

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. Print the quote, then sign and initial the printed form in the **Client Authorization** section.
4. Scan and email your signed and dated quote to eforms@ascensus.com. 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.

Please do not print the quote form before keying information into the **qty.** fields. We cannot process quote forms where the quantities have been handwritten because the calculations will be missing.

Organization Name:

Ascensus Organization Number:

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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

Negative Response Amendment Standard Services include the following.

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

COPYRIGHT LICENSE – IRA AMENDMENT 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 quote will be provided.
- This quote is valid for 30 days.

CLIENT AUTHORIZATION

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)

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

ORGANIZATION CONTACT INFORMATION

Organization Name:

Ascensus Organization Number:

Name: _____

Email: _____

Phone Number: _____

Billing Address: _____

Please address any questions concerning this quote via email to eforms@ascensus.com. Signed and dated quotes may be scanned and emailed to eforms@ascensus.com.

ASCENSUS, LLC COPYRIGHT LICENSE AGREEMENT TERMS AND CONDITIONS

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THE ASSIGNED PASSWORD FROM ASCENSUS TO ACCESS AND USE THE COPYRIGHTED WORKS. BY USING THE ASSIGNED PASSWORD TO ACCESS AND USE THE COPYRIGHTED WORKS, THE FINANCIAL ORGANIZATION THAT WAS ISSUED THE ASSIGNED PASSWORD TO ACCESS THE COPYRIGHTED WORKS (“CLIENT”) IS INDICATING ITS ACCEPTANCE OF THE TERMS OF THE FOLLOWING COPYRIGHT LICENSE AGREEMENT (“LICENSE AGREEMENT”).

IF CLIENT DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT, PROMPTLY CONTACT ASCENSUS AT 800-346-3860, OPTION 1, SUBOPTION 2, TO RETURN THE ASSIGNED PASSWORD FROM ASCENSUS FOR A FULL REFUND OF THE INITIAL TOTAL LICENSE FEE PAID

By using the assigned password from Ascensus, Client will be acquiring a license to access and use the Copyrighted Works in accordance with the terms and conditions of this License Agreement, and Client will be considered to have accepted and agreed to these terms and conditions.

COPYRIGHT LICENSE AGREEMENT

- 1. EFFECTIVE DATE.** The Effective Date of this License Agreement is the date Ascensus provides Client with the assigned password to access and use the Copyrighted Works.
- 2. GRANT.** Ascensus hereby grants to the Client the nonexclusive, nontransferable license to use the Copyrighted Works in the manner hereinafter set forth.
- 3. USE.** Subject to the invoice received for this License Agreement, Client may access and use the Copyrighted Works (i) in a paper format, (ii) enter such Copyrighted Works onto its computer system to computer generate documents that contain the Copyrighted Works, or (iii) utilize the Copyrighted Works in a pdf format to generate documents on Client’s website, solely for the limited purpose of amending IRAs, or training its employees or agents.

Client will be provided a login and a password to access and use the Copyrighted Works. The login and password is for Client’s exclusive use and is not transferable by Client to a third party.

If Client will be entering the Copyrighted Works onto its computer system or website, Client will be responsible for installing the Copyrighted Works onto its computer system or server hosting its website. Client assumes the responsibility for proofreading the installation on its computer system or server and Ascensus assumes no responsibility for such installation or proofreading. Ascensus may upon written request to Client require Client to provide to Ascensus, within 15 days of the date of such notice, Client’s computer generated or website generated copy of the Copyrighted Works so that Ascensus may verify that Client has installed the version of the Copyrighted Works provided by Ascensus under the terms of this Agreement and that Client has included Ascensus’ copyright notice on the Copyrighted Works.

Client will make no changes to the Copyrighted Works without the written consent of Ascensus. Client acknowledges that any change it makes to the Copyrighted Works without the consent of Ascensus will be a violation of this Agreement and applicable copyright laws. Client assumes all responsibility for any damages it may suffer as a result of any such unauthorized changes.

Upon Client's request and Ascensus' consent, Ascensus will customize the Copyrighted Works to suit Client's particular needs or review and consent to Client's proposed changes to the Copyrighted Works, at Ascensus' then current hourly rate for such customization or review.

4. **NO UPDATES.** Ascensus does not intend, nor is it obligated under this Agreement, to update the Copyrighted Works for Client. The fee paid by Client to Ascensus for the Copyrighted Works will not include updates or customization of the Copyrighted Works.
5. **FEES.** In consideration for the license herein granted, Client will pay Ascensus a one-time fee based on total IRAs to be amended for the SECURE Act payable upon receipt of the invoice for this License Agreement.
6. **INTELLECTUAL PROPERTY/SCOPE OF USE.** Client acknowledges that the Copyrighted Works are copyrighted. All applicable rights to patents, copyrights, trademarks, trade secrets, and intellectual property rights of any kind whatsoever in the Copyrighted Works are and will remain in the ownership of Ascensus. Ascensus will remain the sole copyright owner of any amendments or changes to the Copyrighted Works. Client will treat the Copyrighted Works with the same degree of care and security as it accords its own confidential information and will instruct its employees, agents, and customers to do the same. Specifically, and without limitation, Client agrees that
 - a. it will not copy or duplicate, by any means, all or any part of the Copyrighted Works except as specifically permitted by this Agreement, without Ascensus' prior written consent;
 - b. it will not remove or permit to be removed from any item included in the Copyrighted Works any notice indicating the confidential nature of or the proprietary rights in such item;
 - c. it will not, and will instruct its employees and agents not to sell, lease, transfer, publish, disclose, or otherwise make available to others all or any part of the Copyrighted Works or any copy thereof, except as specifically permitted by this Agreement;
 - d. it will not, and will instruct its employees and agents not to use all or any part of the Copyrighted Works or any information disclosed to Client under this Agreement for the purpose of creating or duplicating all or any part of the Copyrighted Works; and
 - e. if Client or any of its employees or agents attempt to use, disclose, or dispose of the Copyrighted Works, or any part or copy thereof in any manner contrary to the terms of this Agreement, Ascensus will have the right, in addition to such other remedies that may be available to Ascensus, to seek immediate and permanent relief in the United States District Court, State of New York enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

The obligations of Client under this provision will survive the cancellation or termination of this Agreement.

7. REPRESENTATION AND WARRANTIES; UPDATES.

- a. Ascensus represents and warrants that it is the owner or authorized licensee of the Copyrighted Works and has full authority to enter into this Agreement. Ascensus has used commercially reasonable efforts to ensure that the Copyrighted Works conform in form and substance to the provisions of the Internal Revenue Code (IRC) and all applicable regulations promulgated thereunder governing retirement and savings plans in effect as of the Effective Date. Ascensus makes no representation or warranty as to the manner in which the Copyrighted Works were selected, interpreted, or applied by Client or its customers. THE WARRANTIES IN SECTION 6(a) ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY ASCENSUS. ASCENSUS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b. Ascensus will have no liability to provide updated versions of the Copyrighted Works to Client or its customers. Client acknowledges that to receive any updates to the Copyrighted Works, a new Copyrighted Works Licensing Agreement – Forms and Documents will be necessary and that, it will be responsible for the use of any outdated versions of the Copyrighted Works by Client or its customers.

8. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, AND LOST OR DAMAGED DATA.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL 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 PERMITTED DAMAGES WILL NOT APPLY TO PERMITTED DAMAGES CAUSED BY ASCENSUS' GROSS NEGLIGENCE, RECKLESS DISREGARD OR WILLFULL MISCONDUCT.

9. GENERAL.

- 9.01 **Effect Of Waiver:** The waiver by either party or the failure by either party to claim a breach of any of the provisions of this Agreement will not be held to be a waiver of any subsequent breach or as affecting in any way the effectiveness of such provisions.
- 9.02 **Entire Agreement:** This Agreement 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.

- 9.03 **Force Majeure:** Ascensus will not be liable for, nor will Ascensus be considered in breach of this Agreement due to, any failure or delay in performance of its obligations under this Agreement as a result of a cause beyond its control including but not limited to any act of God or public enemy, any act of terrorism, act of any military, civil, or regulatory authority, change in any law or regulation, fire, flood, tornado, earthquake, storm, or other like event, disruption or outage of computers or communications, equipment failure, power, or other utility failure, labor strikes or other cause, whether similar or dissimilar to any of the foregoing.
- 9.04 **Governing Law:** The validity, construction, and interpretation of this Agreement will be governed by the laws of the State of New York, without regard to New York's conflicts of laws rules. The federal and state courts located in the State of New York will have exclusive jurisdiction and venue for any claim or other action pertaining to or arising out of this Agreement.
- 9.05 **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 will not be responsible for obtaining the approval of any state insurance authority or securities authority on behalf of Client.
- 9.06 **Names:** The name "Ascensus, LLC" is owned by Ascensus. Client may use Ascensus' name on lists of Client's suppliers, but must obtain Ascensus' prior written consent for any other use of Ascensus' name or logo or the name of any Ascensus product. 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.
- 9.07 **Notices:** All notices required hereunder will be sent by U.S. Mail, certified or registered, to the parties at their last known addresses.
- 9.08 **Sales Tax:** Sales tax may be applicable, either now or in the future, to the products or services provided by Ascensus under the terms of this Agreement, and that such sales tax will be in addition to the fees set forth in this Agreement and are the responsibility of Client.
- 9.09 **Severability:** Should any provision of this Agreement not be enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.
- 9.10 **Successor Organization:** If Client is merged with or bought by another organization, the successor organization may continue to use the products and services set forth in this Agreement upon Ascensus' consent.

By using the assigned password from Ascensus to access and use the Copyrighted Works, you are indicating your acceptance of the terms and conditions set forth in this Copyright License Agreement.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT, PROMPTLY CONTACT ASCENSUS AT 800-346-3860, OPTION 1, SUBOPTION 2, TO RETURN THE ASSIGNED PASSWORD FROM ASCENSUS FOR A FULL REFUND OF THE TOTAL LICENSE FEE PAID.