

Autire Academy Terms of Service

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Autire Technologies, LLC, a Texas limited liability company (“Autire”) has created an educational training program (the “Academy”) to educate participants in using the elements and features of Autire’s proprietary retirement plan compliance software program (the “Software”).

These terms (the “Terms”) apply to all participants in the Autire Academy programs, including all recorded, live, virtual/online, and in-person classes and events, our training materials and products, and other related products and services (collectively, the “Services”).

By participating in the Academy and using the Services, you agree to these Terms, as amended from time to time by Autire. Modifications will become effective on the day they are shared with you. Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

1. Registration. Academy participants (“users” or “you”) must register for all courses available through our Academy. For purposes of these Terms, “you” and “users” shall mean the company purchasing Academy courses from Autire, as well as all its employees and other designees who participate in the Academy.

2. Course Enrollment and Access. When you enroll in an Academy in-person or online course or to access other Autire content, you get a license from us to view it via the Autire Services and no other use. Autire grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with the particular content or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content unless we give you explicit permission to do so in a written agreement signed by a Autire authorized representative. This also applies to content you can access via any of our third-party service providers.

3. Payments. The prices of Academy programs and content are determined by Autire, as amended from time to time at Autire’s sole discretion. The price applicable to the content will be the price at the time you complete your purchase of the content. If you are located in a jurisdiction where use and sales tax, goods and services tax, or value added tax would be applicable to your transactions with Autire, you are solely responsible for collecting and remitting that tax to the proper tax authorities. Our price does not include any such taxes, so any such taxes would be in addition to our prices. You agree to pay the fees for participating in the Academy in advance. We will prohibit or revoke your access to Academy programs and content for which we have not received full payment. We do not provide refunds unless we cancel a course.

4. Participant Rules of Conduct. You can only use the Academy for lawful purposes. You’re responsible for all the content that you contribute during your participation in the Academy. You should keep the course contributions and discussions, reviews, questions, posts, and other content you share in line with our Academy guidelines and the law and respect the intellectual property rights of

others. It is expected that Academy participants will share actual user and client financial and related information as part of the Academy programs, which is protected by the confidentiality provisions of Section 7 of these Terms. If you believe that Autire or another Academy participant is infringing copyright or violating the Confidentiality provisions of Section 7, let us know.

5. Autire’s Rights to your Content. You retain ownership of content you contribute during your participation in the Academy. Subject to Section 7 (Confidentiality), we’re allowed to use, copy, and otherwise share your content as part of the Academy’s programs. When you share content, comments, answers, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize Autire to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit. By submitting or sharing content during or through the Academy, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content (including your name and image) in any and all media or distribution methods (existing now or later developed). You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you. Without limiting the foregoing, you agree that any suggestions or ideas you submit during the Academy that are incorporated into the Software or future Academy programs are solely owned by Autire.

6. Autire’s Rights. We own all intellectual property rights associated with the Academy and all Services, including, without limitation, all present or future apps and services, and things like our logos, and course content (collectively “Autire IP”). You can’t use them without authorization. All right, title, and interest in and to the Autire IP is and will remain the exclusive property of Autire and its licensors. Our Autire IP and Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing gives you a right to use the Autire name or any of the Autire trademarks, logos, domain names, and other distinctive brand features. Any course discussions, feedback, comments, or suggestions you may provide during your participation in the Academy regarding Autire or the Services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

7. Confidentiality. During your participation in the Academy, you, Autire, or other Academy participants (each a “Discloser”) may disclose to you (the “Recipient”) certain Confidential Information which they desires Recipient to treat as confidential. Recipient agrees not to use any Confidential Information of Discloser for any purpose except in connection with the Academy. “Confidential Information” means any information disclosed by Discloser to Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation, (a) the identity of Discloser’s business contacts, vendors, employees, agents, independent contractors, investors, potential investors, clients and customers, prospective clients and customers, recipients of goods or services, and others with whom Discloser has a business relationship; (b) the needs, preferences or requests of Discloser’s customers, prospective customers, suppliers of goods or services, and others with

whom Discloser has a business relationship; (c) pricing, product, service and marketing information; (d) ideas, methods, software, research, inventions, processes, designs, drawings, engineering information, hardware configuration information, and proprietary technology information; (e) financial information and other data of Discloser and/or its clients; (f) special processes, policies and procedures of Discloser; (g) customer, prospective customer and contact lists and databases; (h) manuals, contracts and fee arrangements; (i) correspondence with customers, prospective customers, suppliers of goods or services, and others with whom Discloser has a business relationship; (j) company and customer profiles; (k) trade secrets and methods of operation; (l) business projections and/or business plans; and (m) any other information which Recipient has reason to believe Discloser would not want disclosed to the public or to a third party, or tending to give Discloser a commercial advantage. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser; (ii) becomes publicly known and made generally available after disclosure by Discloser to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure; (iv) is obtained by Recipient from a third party without a breach of such third party's obligations of confidentiality; or (v) is required by law to be disclosed by Recipient, provided that Recipient shall give Discloser written notice of such requirement prior to disclosure so that Discloser may seek a protective order or other appropriate relief.

8. Binding Agreement. You agree that by participating in an Academy program or registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with Autire. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services or participate in any Academy program. If you are a participant who is accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and Autire. If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect. Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future. The following sections shall survive the expiration or termination of these Terms: Section 2, and Sections 4 through 10.

9. Disclaimers & Limitation of Liability. All Services and Academy content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, instructors, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow

the exclusion of implied warranties, so some of the above exclusions may not apply to you.

To the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred dollars (\$100) or the amount you have paid us in the twelve

(12) months before the event giving rise to your claims. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

NEITHER AUTIRE, ITS INSTRUCTORS, NOR THE SITE PROVIDE ANY LEGAL, TAX, AUDIT, BUSINESS OR FINANCIAL ADVICE. ALL OF THE CONTENTS OF THE COURSES, MATERIALS, AND THE SITE, SUCH AS TEXT, GRAPHICS, IMAGES, INFORMATION PROVIDED BY INSTRUCTORS, AND OTHER MATERIAL CONTAINED ON THE SITE OR DISTRIBUTED BY AUTIRE OR ITS INSTRUCTORS ARE FOR INFORMATIONAL PURPOSES ONLY. OUR CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR ADVICE, DIAGNOSIS, OR TREATMENT BY A LICENSED PROFESSIONAL. ALWAYS SEEK THE ADVICE OF QUALIFIED PROFESSIONALS WITH ANY ISSUES OR QUESTIONS YOU MAY HAVE REGARDING A LEGAL, TAX, OR BUSINESS MATTER. NEVER DISREGARD QUALIFIED AND PROFESSIONAL ADVICE OR DELAY IN OBTAINING IT BECAUSE OF INFORMATION FOUND ON THE SITE.

RELIANCE ON ANY INFORMATION PROVIDED IN THE ACADEMY BY INSTRUCTORS AND/OR CONTENT IS EXPRESSLY AT YOUR OWN RISK.

We may decide to cease making available certain Academy programs or features of the Services at any time and for any reason. Under no circumstances will Autire or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

10. Governing Law and Jurisdiction. These Terms will be construed and governed in accordance with the laws of the State of Texas without application of choice-of-law provisions that would require application of the laws of another jurisdiction. For such actions, you hereby irrevocably submit yourself to the exclusive venue and personal jurisdiction of the state and federal courts in Dallas County, Texas. You also hereby waive any challenge to venue and personal jurisdiction you may have to a lawsuit filed by Autire in a state or federal court in Dallas County, Texas, relating to a dispute between the parties relating to the Services or these Terms. You agree to only bring claims against Autire on an individual basis, and not as a plaintiff or class member in a class action, consolidated action, or representative action.