

This Software License & Hardware Purchase Agreement (the "Agreement") is made between Wipfli Advisory LLC (Wipfli") and the entity specified in the attached or referencing Product Order, listed in the online form, or which is using the software or equipment (the "Licensee" or "Purchaser") and is effective as of the date of the acceptance of the Product Order, online indication of acceptance, or use of the software or equipment (the "Effective Date"). Licensee's acceptance of the Product Order, online indication of acceptance, or use of the software or equipment indicates its agreement to the terms of this Agreement, and the rights of the parties shall be governed exclusively by this Agreement and, if applicable, the Product Order. Any attempt by Licensee to vary this Agreement, whether in a purchase order or otherwise, shall be considered by Wipfli to be material and is hereby expressly objected to and rejected by Wipfli. Additional or different terms and conditions shall not be binding upon Wipfli unless expressly made pursuant to a written modification of this Agreement signed by an authorized representative of Wipfli.

1. Definitions.

- a. "Third Party Equipment" means the equipment and devices listed on the Product Order or online form that originate from parties other than Wipfli and Wipfli is the reseller of such products to Purchaser.
- b. "Third Party Software" means the computer programs other than the Wipfli Software listed on the Product Order or online form, including software such as operating systems installed on Third Party Equipment, that originate from parties other than Wipfli and Wipfli is providing Licensee with a license from the third party under the Third Party Software and under the terms and conditions established by the originator.
- c. "Wipfli Software" means the computer programs originating from Wipfli listed on the Product Order or online form, copies of which will be provided to Licensee.
- d. "Wipfli SAAS Software" means the computer programs originating from and hosted by Wipfli listed on the Product Order or online form, to which Licensee will be provided remote access and certain rights to use.
- e. "Wipfli Materials" means the Wipfli Software and the Wipfli SAAS Software, along with any associated documentation, user guides, and manuals.
- f. "Security Breach" means any act or omission that materially compromises the security, confidentiality or integrity of Licensee's data or information or the physical, technical, administrative or organizational safeguards put in place by Wipfli that relate to the Licensee's use of the Wipfli SAAS Software.
- g. "Services" means installation, environment preparation, customization, support, maintenance, training, implementation, consulting, advising, or any other services of any kind or nature.
- h. "Product Order" means a written document wherein the parties agree to the provision of Third Party Equipment, Third Party Software, Wipfli Software, Wipfli SAAS

Software, and/or Services on the financial, temporal, and other terms stated therein and subject to the terms of this Agreement.

2. Third Party Equipment Purchase. If the Product Order or online order includes the purchase of Third Party Equipment, Purchaser agrees to purchase the Third Party Equipment from Wipfli for the fees and under the payment terms specified in the Product Order or online form, as applicable. Wipfli shall deliver the Third Party Equipment to Purchaser in accordance with such terms.
3. Third Party Software License. If the Product Order or online order includes the licensing of Third Party Software, Wipfli will provide to Licensee a license for such Third Party Software, which license shall be between Licensee and the third party and on the same terms and conditions under which the third party software vendor has agreed to license Licensee, including all applicable warranties and liability disclaimers of the third party and, with respect to Wipfli, further including the warranty and liability disclaimers contained herein.
4. Wipfli Software License Grant. If the Product Order or online order includes the licensing of Wipfli Software, Wipfli grants to Licensee a non-exclusive, non-transferable, and non-sublicensable license to use the specified Wipfli Software for its own internal business purposes, with the limitations herein, and for the period of use specified in the Product Order or online form. This license includes the right to make the number of installations of Wipfli Software that are indicated in the Product Order or online form and to make one archival or backup copy. Continued installation or use of the Wipfli Software beyond the specified term and/or installation of the Wipfli Software in excess of the permitted number of installations, are material breaches of this Agreement. Licensee acknowledges and agrees that the Wipfli Software may become disabled by a security program that is part of the Wipfli Software or be disabled remotely by Wipfli at the end of the licensed period of use.
5. Wipfli SAAS Software Access Grant. If the Product Order or online order includes the right to use of Wipfli SAAS Software, Wipfli grants to Licensee the right to access and use the Wipfli SAAS Software for its own internal business purposes, with the limitations herein, and for the term of use specified in the Product Order or online form. This right to use is limited to the number of users or accounts indicated in the Product Order or online form. Use of the Wipfli SAAS Software beyond the specified term and/or exceeding authorized access to the Wipfli SAAS Software, are material breaches of this Agreement. Licensee will ensure that all usernames and passwords for the Wipfli SAAS Software shall be kept secret and secure and used only by authorized personnel. Licensee shall be responsible for all misuse of usernames

and passwords by it, its employees, and any third party contractors and Licensee shall promptly inform Wipfli of any breach of password security or use of or possession of passwords by a non-authorized individual. Wipfli shall promptly inform Licensee in the event of a Security Breach relating to the SAAS Software involving Licensee's data or information. With respect to its use of the Wipfli SAAS Software, Licensee acknowledges that: (a) Licensee must provide its own internet access and all equipment necessary for the access of the Wipfli SAAS Software and Wipfli shall not be responsible for any failure of such access or equipment; (b) use of the Wipfli SAAS Software necessarily requires the transmission of data and information over the internet, and over various networks, only part of which may be owned and/or operated by Wipfli and Licensee therefore agrees that Wipfli is not responsible for any information or data which is lost, altered, intercepted or stored without authorization during the transmission of any information or data whatsoever across networks not owned and/or operated by Wipfli; (c) Wipfli reserves the right at any time and from time to time to modify, temporarily or permanently, the Wipfli SAAS Software (or any part thereof); and (d) the Wipfli SAAS Software is subject to unavailability for reasonable time periods for maintenance, upgrades, and service and Wipfli makes no representations or warranties as to uptime or availability of the Wipfli SAAS Software.

6. Limitations on License/Use of Wipfli Materials. All use, copying, and distribution of the Wipfli Materials not specifically authorized herein is strictly prohibited. Except as may be specifically authorized in a Product Order, online form, or other written agreement between Licensee and Wipfli, Licensee shall not: (a) publicly display the Wipfli Materials, including on websites; (b) modify or create derivative works from the Wipfli Materials or remove or obliterate any patent, trademark, copyright, or other notices; (c) use the Wipfli Materials in connection with the providing of training, consulting or other services to any third parties; (d) distribute copies of the Wipfli Materials to anyone other than its employees and then solely to the extent of Licensee's license or use rights; (e) sublicense, assign or transfer the Wipfli Materials, in whole or in part, to any third party, under any circumstances; (f) sell, distribute, rent or lease the Wipfli Materials, in whole or in part, to any third party; (g) take any action to disable, circumvent, or evade any security programs included as part of the Wipfli Materials, including any programs which are capable of automatically or remotely terminating Licensee's use of the Wipfli Materials; or (h) decompile, disassemble, reverse engineer, or make any attempts to discover the source code for the Wipfli Materials, except to the extent permitted by applicable law. Any breach of the foregoing

restrictions shall result in the immediate termination of this Agreement, without further notice.

7. Use of Materials. Licensee agrees to use the Wipfli Materials in accordance with all applicable laws, rules, and regulations. Licensee shall at no time use the Wipfli Materials to: (a) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (b) transmit materials that are deemed by Wipfli in its sole discretion to be improper or inappropriate; (c) infringe or in any manner misappropriate the intellectual property or other rights of any third party or violate any rights of publicity or privacy; or (d) upload or otherwise transmit files containing any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Wipfli reserves the right to terminate this agreement immediately if Wipfli's products and systems are so used by Licensee and to take any other action it reasonably believes necessary to comply with the law. Licensee shall indemnify, defend, and hold Wipfli harmless from any damages to Wipfli of any kind arising out of or based upon Licensee's breach of this Agreement or arising out of or based upon a violation of the applicable law or scope of the license granted herein by Licensee or any of its employees or subcontractors. To the extent any Wipfli Software or Wipfli SAAS Software includes user guides, manuals, or the like, Licensee shall be permitted to copy and use all such materials for its own internal business purposes for so long as Licensee maintains its license to the Wipfli Software or access rights to the Wipfli SAAS Software.
8. Services. Unless specified in the Product Order, online form, or other written agreement between Licensee and Wipfli, Wipfli shall not provide any Services relating to the Third Party Equipment, Third Party Software, Wipfli Software, or Wipfli SAAS Software. If specified in the Product Order, online form, or other written agreement between Licensee and Wipfli, Wipfli shall provide the specified Services in accordance with the specified terms and the terms herein including the following:
 - a. The relationship between Wipfli and Licensee is solely and exclusively that of independently contracting parties and nothing in this Agreement shall be interpreted to create a partnership, joint venture, employment or agency relationship between the parties.
 - b. In connection with the provision of Services, Wipfli may provide to Licensee certain materials and/or information proprietary to Wipfli or other parties, including, but not limited to, algorithms, methods, forms, graphics, data, software in source or object code form, and other content and Licensee acknowledges that,

except as may be otherwise agreed upon in a Product Order or other written agreement between the parties, all right, title and interest in and to such materials and information is and remains the exclusive property of Wipfli.

- c. Services will be provided in a professional and workmanlike manner and Wipfli will use commercially reasonable efforts to diligently and timely perform the Services in accordance with the terms in the Product Order.

9. Price; Payment Terms; Taxes.

- a. The payment terms for the provision of the Services, purchase of Third Party Equipment, license of Third Party Software or Wipfli Software, and/or use rights in Wipfli SAAS Software shall be as specified in the Product Order or online form, as applicable, and Licensee shall pay the licensee fee in accordance with such terms. With respect to subscriptions for Wipfli SAAS Software, recurring charges for continued use of Wipfli Software, or ongoing provision of Services, Wipfli reserves the right to change fees for continued provision, use or access upon notice to Licensee prior to expiration of any then current access period.

- b. Licensee shall be responsible for all taxes, duties, fees or other charges of any kind (including, but not limited to use tax, sales tax, excise tax, duty, custom, inspection or testing fee, value added tax, or any other tax, fee or charge of any nature whatsoever) imposed by any governmental authority against Wipfli or Licensee based upon this Agreement or the Product Order or Licensee's use of the equipment or software, including, without limitation, any penalties, interest, or other amounts relating to the non-payment or late payment of such taxes. In the event Wipfli is required to pay any such tax, fee or charge, regardless whether such tax, fee or charge is imposed before or after Wipfli's performance and/or Licensee's payment under this Agreement, Licensee shall reimburse Wipfli therefor and shall indemnify and hereby does indemnify, defend, and hold Wipfli harmless from and against all such taxes.

- c. Unless otherwise agreed in the Product Order or online form, as applicable, (a) all invoices are due and payable within thirty (30) days of the invoice date; (b) all accounts will be charged interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, on that portion of Licensee's balance due to Wipfli that is outstanding over thirty (30) days; and (c) at Wipfli's discretion, the provision of Services, use of the Wipfli Software, and/or access to the Wipfli SAAS Software may be suspended if Licensee's account becomes overdue and will not be resumed until Licensee's account is paid in full.

- 10. Change Orders. A "Change Order" means a mutually agreed-upon change in the Product Order, the Third Party Equipment being purchased, the term of license to

Wipfli Software or right to access Wipfli SAAS Software, the Services to be provided by Wipfli, or the fees chargeable by Wipfli to Licensee, which is reduced to writing and executed by an authorized representative of Wipfli and Licensee and sets forth in detail (i) the changes to be made, (ii) all adjustments necessitated by such Change Order in the terms of the Product Order, and (iii) all adjustments necessitated by such Change Order in the amounts due to Wipfli hereunder. Change Orders shall, upon their execution and delivery, become part of the Product Order.

- 11. Term; Termination. This Agreement shall commence on the Effective Date and shall end upon the latter of the expiration of Licensee's term of license to the Wipfli Software and term of permitted use rights for the Wipfli SAAS Software. Wipfli may terminate this Agreement and all rights granted at any time upon Licensee's failure to comply with any of the terms and conditions set forth herein. Upon any termination or expiration of this Agreement and the licenses hereunder, Licensee agrees to destroy and/or delete the Wipfli Materials together with all copies, modifications, derivatives, or portions of them in any form and certify in writing that such destruction and/or deletion has been completed.

- 12. Title; Enforcement. Licensee acknowledges that Wipfli shall at all times retain ownership of all rights, including copyrights, to the Wipfli Materials and that the only rights Licensee acquires in the Wipfli Materials are those explicitly granted herein. Wipfli shall retain all right to enforce rights in the Wipfli Materials against third parties. Licensee further acknowledges that the originators of the Third Party Software retain ownership of all rights, including copyrights, to the Third Party Software and that the only rights Licensee acquires in the Third Party Software are those explicitly granted in the license agreements accompanying such software and expressly granted by the third party originator.

- 13. Licensee's Hardware/System/Platform. Licensee acknowledges that specifications for hardware, systems, and platforms (the "System Requirements") may be provided to Licensee so that it can determine the sufficiency and compatibility of its systems for any Third Party Equipment, Third Party Software, and/or Wipfli Software to be installed and/or implemented. Licensee further acknowledges that System Requirements are minimum requirements necessary for operation, but which may not be an optimal platform or configuration. Wipfli does not warrant or guarantee any hardware, software, or other products implemented or installed will function at any particular speed or level of efficiency. Licensee acknowledges that each computer system or hardware platform is complex and unique, and Wipfli cannot control all variables related to the operation of hardware, software, or other products on Licensee's hardware or computer system.

14. Third Party Products; Subcontractors. Wipfli shall not be held liable for hardware, software, other products, or services that have been written, produced, or provided by third parties. Licensee accepts all responsibility for, and risk-of-loss associated with, Licensee's use of third-party software, hardware, products, and/or services. Licensee accepts full responsibility for all communications with, and indemnifies and holds Wipfli harmless from claims by, third-party software developers, vendors, contractors, and/or subcontractors, who have not been directly commissioned, engaged, retained, or hired by Wipfli.
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16. Representations and Indemnifications. Wipfli represents and warrants that the Wipfli Materials: (a) do not infringe or violate the intellectual property or other rights of any third parties when operated or used as intended by the parties; (b) contain no viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Notwithstanding the foregoing, the parties agree that the Wipfli Materials may contain programming routines or computer code that disables or permits the disabling of the Wipfli Materials at the end of the permitted period of use or permits access to the Wipfli Materials by Wipfli for the purposes of maintenance or technical support. Wipfli shall defend, indemnify and hold harmless Licensee and its stockholders, permitted successors, permitted assigns, officers, directors, employees, agents and representatives ("Licensee Indemnitees") from and against any and all claims asserted against, imposed upon or incurred by a Licensee Indemnitee due to, arising out of, or relating to: (i) any suit or claim that the Wipfli materials infringe the rights of, or misappropriate the property of, any entity or person, including, but not limited to, intellectual property rights; or (ii) Wipfli's breach of any representation, warranty or obligation under this Agreement. Licensee shall defend, indemnify and hold harmless Wipfli, its affiliates, permitted successors, permitted assigns, licensors, subcontractors, suppliers, officers, directors, employees, agents and representatives ("Wipfli Indemnitees") from and against any and all claims asserted against, imposed upon or incurred by a Wipfli Indemnitee due to, arising out of, or relating to (i) Licensee's use or misuse of the Wipfli Materials, Third Party Equipment, and Third Party Software, including, without limitation, any claims for personal injury, death, or property damage; or (ii) Licensee's breach of any representation, warranty, or obligation under this Agreement.
17. Limitation on Damages. IN NO EVENT SHALL WIPFLI BE LIABLE TO LICENSEE OR ANYONE CLAIMING UNDER LICENSEE FOR (A) ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (C) SECURITY BREACHES; OR (D) ANY MATTER BEYOND WIPFLI'S REASONABLE CONTROL. ANY LIABILITY OF WIPFLI WITH RESPECT TO, ARISING FROM, OUT OF, OR RELATED TO THE PRODUCTS, SERVICES, OR TRANSACTIONS CONTEMPLATED IN THE PRODUCT

ORDER OR CHANGE ORDER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO WIPFLI UNDER SUCH PRODUCT ORDER OR CHANGE ORDER. LICENSEE OR ANYONE CLAIMING UNDER LICENSEE MUST INITIATE A CAUSE OF ACTION FOR ANY CLAIM RELATING TO THE AGREEMENT AND ITS SUBJECT MATTER WITHIN ONE (1) YEAR FROM THE EXPIRATION OF THE AGREEMENT. FAILURE TO INITIATE A CAUSE OF ACTION WITHIN SUCH TIME PERIOD SHALL BE A WAIVER OF YOUR RIGHT TO BRING SUCH CLAIM. Licensee acknowledges and agrees that its sole and exclusive remedy with respect to any claims arising from or relating in any way to this Agreement, shall be against Wipfli Advisory LLC and no other entity or person, including without limitation Wipfli LLP or Wipfli LLP's or Wipfli Advisory LLC's partners or employees.

18. Disputes; Choice of Law. All claims, disputes, and controversies between Licensee and Wipfli arising out of, or related to, this Agreement, the Services, the software or equipment that is the subject of this Agreement, or to the parties respective performance under, interpretation of, the validity of, breach under any of the foregoing, or as to any other rights, duties, or obligations between Licensee and Wipfli, which cannot be resolved in the normal course of business, shall be resolved exclusively in the state and federal courts governing the State of Wisconsin and the parties consent to the exclusive personal jurisdiction and venue of such courts and waive any objection thereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law provisions.

19. Miscellaneous.

a. The provisions of this Agreement shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right to enforce such provision at a later time or to enforce any of the other provisions hereof.

b. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; internet disruptions or unavailability; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent. This clause shall not apply to the payment of

any sums due under this Agreement by either party to the other.

c. Licensee may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Wipfli. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

d. These terms and conditions of this Agreement, together with the Product Order to which this Agreement is attached, the Product Order's other appendixes, and any applicable Change Orders, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Licensee or the standard printed terms on any purchase order issued by Licensee. No modification, amendment, supplement to, or waiver of the terms and conditions in this Agreement or the Product Order shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of this Agreement, the Product Order and any appendixes, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Product Order shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Product Order shall be given controlling effect.

20. Alternative Practice Structure. Wipfli Advisory LLC operates in an alternative practice structure with Wipfli LLP. Wipfli LLP is a licensed CPA firm and provides audit and attest services to its clients. Wipfli Advisory LLC is not a licensed CPA firm and does not provide audit or attest services. Licensee understands that it has retained Wipfli Advisory for purposes of this Agreement. Services provided to you by Wipfli LLP, if any, are governed by separate engagement letter(s). To the extent Licensee has separately engaged Wipfli LLP to provide services, it hereby consents and authorizes Wipfli Advisory LLC to share with Wipfli LLP any information that Wipfli Advisory LLC may obtain, or have obtained, from Licensee or on Licensee's behalf in the course of our current or prior engagement(s).

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