

CROWE LLP
HOSTED SERVICES END USER AGREEMENT

This Hosted Service End User Agreement (“**Agreement**”) by and between Crowe LLP, an Indiana limited liability partnership having a place of business at One Mid America Plaza, Suite 700, Oak Brook, Illinois 60181 (“**Crowe**”), and **You** (“**Licensee**”), each a “**Party**” and together the “**Parties**.”

In exchange for permitting Licensee to use the Portal (as defined below, and in exchange for other good and valuable consideration, the receipt and sufficiency Licensee acknowledges and agrees by accepting this Agreement, this Agreement is entered between Crowe and Licensee. This Agreement is effective upon clicking the “I Accept” button after signing into the K-1 Navigator system (“Effective Date”). By signing into the system, you warrant that you have full authority and permission to enter into this Agreement. Crowe and Licensee, intending to be legally bound, agree to all of the provisions of this Agreement as of the Effective Date.

1. Grant of Use. Crowe has created an internet-based application, Crowe K-1 Navigator (the “Portal”) . Crowe is, and shall be, the sole and exclusive owner of all patents, copyrights, trademarks and trade secrets inherent in and appurtenant to the Portal. Crowe hereby grants Licensee, and Licensee accepts, a non-exclusive, non-transferable, limited and revocable license to access and use the Portal and any related user manual (“**Documentation**”) related to the Portal in object code form only, during the term of this Agreement, in the United States, for business purposes only, and not for transfer, resale or sublicensing (unless specifically granted by Crowe under separate agreement) in compliance with the terms of this Agreement, and all applicable laws and regulations (the “License”). Access to the Portal will be provided via a web site (the “**Web Site**”), which will be provided upon execution of this Agreement. The Portal, Documentation and Web Site access are together referred to as the “**Hosted Services**.”
2. No Reverse Engineering. Licensee shall not and shall not permit its End Users (defined below) or any third party to translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Hosted Services or merge the Hosted Services into any software or electronic media.
3. Restrictions on Use. Licensee shall under no circumstances assign, transfer, disclose, sub-license (unless specifically granted by Crowe under separate agreement), or allow or permit any other person within its reasonable control (including without limitation, any employee or agent) to assign, transfer, disclose, or sub-license (unless specifically granted by Crowe under separate agreement) the Hosted Services (in any format) or the License to any other person or entity, and any purported attempt to do so shall be deemed to be a material breach of this Agreement.

Further, if Licensee obtains knowledge of such prohibited assignment, transfer, disclosure, or sub-license any person within its reasonable control (whether by knowledge of such person’s activities or by notice from Crowe), Licensee shall prevent or remedy such prohibited activity. Licensee will not take any action that jeopardizes Crowe’s proprietary rights or acquire any right in the Hosted Services except as provided in Section 1 above. Further, Licensee shall neither engage in nor permit any use of a Hosted Services such that a copy would be made of such Hosted Services solely by virtue of the activation of a machine containing a copy of the Hosted Services.

4. No Trademark Rights. No license, right or interest in any Crowe (or Crowe licensors’, if any,) trademark, trade name, or service mark is granted. Any rights not explicitly granted to Licensee are expressly reserved by and to Crowe.
5. Access Codes and Passwords; Hacking. In order to access the Hosted Services, Crowe will provide Licensee and each of its staff (each an “**End User**”) requiring access to the Hosted Services with access codes, IDs and passwords (collectively, “**Passwords**”) to permit an End User to log into the Web Site. Passwords are owned by Crowe and must be safeguarded by Licensee and the End Users. Licensee and the End Users will not use Web Site for any unauthorized purposes, including co-branding, framing or linking, without Crowe’s prior written consent all as more fully described in the Crowe Web-Use Policy found at sign-in. Licensee and

the End Users will not attempt access to the Portal by hacking parts of the Web Site that are not expressly authorized for use by Licensee and the End Users. Licensee and the End Users will immediately report any Password breach to Crowe via email to the appropriate Crowe representative assigned to your account.

6. Licensee's Obligations.

(a) Licensee hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this Agreement; the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of Licensee; this Agreement has been duly executed by Licensee and is an enforceable obligation of Licensee.

(b) Licensee acknowledges and agrees that Hosted Services are not designed or intended to verify or test the accuracy or completeness of information provided by Licensee or any other party.

(c) In performing obligations under this Agreement, Licensee shall comply with and shall cause any End User that assists Licensee in performance under this Agreement to comply with all applicable laws, ordinances, rules, requirements and regulations, whether federal, state, local or foreign. Licensee represents and warrants that it is properly licensed by all applicable governmental or other agencies as may be necessary to use Hosted Services.

(d) Licensee will promptly inform Crowe of any changes in End Users which would necessitate the need for Crowe to disable such End User's access to Hosted Services.

(e) Licensee and End Users will abide by the Acceptable Use Policy (attached) and Crowe Website Use Policy which appears as part of the Sign-In process to the Hosted Services.

(f) Licensee agrees that End Users to whom it provides access to Hosted Services agree to the same restrictions and conditions that apply to Licensee with respect to access and use.

(g) Licensee is liable for any and all acts or omissions committed by End Users. End Users do not acquire any rights under this Agreement.

(h) Licensee will preserve Crowe's copyright or trademark notices on any and all web pages and forms; such notices will not be removed wherever they appear in either printed or electronic form.

(i) Licensee and End Users will only use a personal computer/laptop with the minimum capabilities necessary to access the Web Site. Crowe is not responsible for any errors or issues that arise from the malfunction or failure of the hardware, software, or any Internet access services of Licensee or any End Users.

(j) Licensee is wholly responsible for the conduct of each End User and to the extent those End Users have access to, and use the Passwords and Portal, Licensee will ensure that they are made aware of the relevant provisions of this Agreement and comply with them.

7. Web-Use and Privacy Policies. Licensee and End Users are subject to Crowe's Acceptable Use Policy, attached as Exhibit 1 to these Terms of Use, as well as any Privacy Policy posted on the Web Site. Such policies may be amended from time to time without notice to Licensee and End Users. Licensee and each End User are responsible to check the Website periodically for such amendments in order to ensure compliance with the terms of this Agreement.

8. Technical Support Services. In the event of any technical issues, Licensee agrees to promptly notify Crowe by calling the partner or senior manager responsible for the Licensee's account with Crowe.
9. DISCLAIMER OF WARRANTY. CROWE WARRANTS THAT IT HAS THE FULL AUTHORITY TO GRANT THE RIGHTS GRANTED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES ARISING OUT OF THE LICENSE AND SUBLICENSES CONTEMPLATED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE HEREBY EXCLUDED. THE LIMITED WARRANTY PROVIDED IN THIS AGREEMENT EXTEND ONLY TO LICENSEE.
11. Limitation of Liability: IN NO EVENT WILL CROWE BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF WHATEVER KIND, ARISING OUT OF, OR OTHERWISE RELATING TO, THE USE OR PERFORMANCE OF THE HOSTED SERVICES, AND HOWEVER CAUSED, EVEN IF CROWE SHOULD HAVE KNOWN OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL CROWE'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE ANNUAL TOTAL FEES PAID TO CROWE BY THE LICENSEE UNDER THIS AGREEMENT OR \$1000.00, WHICHEVER IS LESS. A CLAIM FOR A RETURN UP TO THE AMOUNTS PAID OR FOR DAMAGES OF UP TO \$1000.00 SHALL BE LICENSEE'S EXCLUSIVE REMEDY FOR ANY DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING TO CLAIMS BASED ON NEGLIGENCE OR OTHER TORT, CONTRACT, WARRANTY, INDEMNITY, FIDUCIARY PRINCIPLES, STATUTE, OR COMMON LAW. NO OTHER LIMITATIONS ON LIABILITY IN ANY TERMS OF USE, SECURITY POLICY OR PRIVACY POLICY WILL APPLY.
14. Force Majeure and Excusable Delays. Neither Party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence, such causes or events sometimes being referred to as Events of Force Majeure. Each Party will give the other Party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance by a Party that gives such notice will be extended for a period not exceeding the period of delay caused by the Event of Force Majeure so identified. Notification of Postponement or delay in accessing the Portal due to Events of Force Majeure must be submitted in writing to the other Party and will include a new anticipated delivery date. All performance dates under this Agreement will be extended for a corresponding period.
15. Term and Termination.
 - (a) This Agreement will commence on the Effective Date and continue for a period of one (1) year (the "**Initial Term**"). Thereafter, the Agreement will continue for successive one-year periods (each a "**Renewal Term**") at an annual rate to be determined and agreed to by both Parties, unless one Party notifies the other at least ninety (90) days prior to the end of the Initial or a Renewal Term of termination of this Agreement.
 - (b) Either Party may terminate this Agreement at any time without cause by providing ninety (90) days prior written notice to the other Party.
 - (c) Either Party may terminate this Agreement upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any similar proceeding relating to insolvency, receivership or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing. If such proceeding is involuntary and is contested in good faith, this Agreement will terminate only after the passage of one hundred twenty (120) days without the dismissal of such proceeding.
 - (d) If either Party materially breaches this Agreement, the other Party will have the right to give the breaching Party notice thereof, specifying the breach or breaches, and the breaching

Party will have thirty (30) days from the date notice is given to cure the breach. If breach is not cured within thirty (30) days, the non-breaching Party may terminate this Agreement at any time thereafter upon written notice to the breaching Party, provided the breach is still in effect.

(e) In the event of termination of this Agreement, Licensee and all End Users will immediately cease to use the Hosted Services and return to Crowe, at Licensee's expense, all materials provided by Crowe in connection with this Agreement.

(f) Upon termination of this Agreement, Licensee and End Users will not make or retain copies of any Confidential Information provided by Crowe and will immediately return all such Confidential Information to Crowe.

(g) This Agreement will automatically terminate if either Party ceases to do business.

(h) Termination or expiration of this Agreement will not affect any rights or obligations which have accrued prior to such termination.

16. Miscellaneous Terms.

(a) Assignment. Neither Party may assign this Agreement without the prior written approval of the other Party.

(b) Independent Contractor Relationship. The relationship of the Parties during the Term will be that of independent contractors. Nothing stated in this Agreement will be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant, or franchisor-franchisee between the Parties hereto. No employee, agent or contractor of either Party may bind the other to any representation or agreement, orally or in writing, with a third party.

(c) Severability. If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it will not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless the rights and obligations of the parties contained therein are materially prejudiced and the intentions of the parties cannot continue to be effective, or unless otherwise expressly provided for in this Agreement.

(d) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

(i) will be in writing;

(ii) will be sent by messenger, certified or registered U.S. mail, a reliable delivery service, facsimile or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(as) or number(s) set forth below; and

(iii) will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt, or other evidence of transmittal, generated by the sender's facsimile or e-mail software showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by facsimile or e-mail.

All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as Licensee may inform Crowe by giving five (5) business days' prior notice:

If to Crowe: Crowe LLP
Attn: Rebecca Jordan
2095 Lakeside Centre Way, Ste. 125
Knoxville, TN 37922

If to Licensee: the contact information provided in the billing statement.

(e) Headings. The headings in this Agreement have been inserted solely for ease of reference and will not modify the meaning or scope of the provisions hereof.

(f) Response to Legal Process. If Crowe is requested by a third party, subpoena or other legal process to produce documents or testimony pertaining to Licensee, and such subpoena relates to the Hosted Services, and Crowe is not named as a party in the proceeding, Licensee shall pay Crowe for its professional time, plus out-of-pocket expenses, costs, and fees, as well as reasonable attorney fees incurred in responding to such request. To the extent permitted by law, Crowe will promptly notify Licensee of the request.

(g) Crowe Affiliation. Crowe LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe LLP, and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP.

Acceptable Use Policy ("AUP")

1. Incorporation. This AUP is incorporated by reference in the Agreement to which it is attached.. Access to the Portal is provided via the Web Site. Access to the Portal and Web Site may be suspended or terminated for violation of this AUP. Capitalized terms used in this AUP will have the meaning given in the Agreement or this AUP.

2. No Abuse or Offensive Content. The Portal, the Web Site, and the network on which it resides shall not be used to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; monitoring data or traffic on any network or system without the express authorization of the owner of the system or network; interference with service to any user of this network or another network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; use of an Internet account or computer without the owner's authorization; collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting); collecting or using information without the consent of the owner of the information; using any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting; distributing software that covertly gathers information about a user or covertly transmits information about the user; accessing any other network, chat room, community room forum, or other website; sending bulk or commercial email or for otherwise sending messages to any person or entity other than to Crowe or Licensee; distributing of advertisement delivery software unless: (i) the user affirmatively consents based on a clear and conspicuous notice of the nature of the Portal, and (ii) such software is easily removable by standard tools included on major operating systems (such as Microsoft's "add/remove" tool); or engaging in any conduct that is likely to result in retaliation against Licensee, Crowe or Crowe employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack. No publication, transmission or storage on or via Crowe's network or equipment any content or links to any content that Crowe reasonably believes is illegal; that relates in any way to child pornography, bestiality, or non-consensual sex acts; is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; is unfair or deceptive under any state or federal consumer protection laws; is defamatory; violates personal privacy; creates a risk to a person's safety or health or to public safety or health, compromises national security, or interferes with a law enforcement investigation; improperly exposes trade secrets or other confidential or proprietary information; is intended to assist in defeating technical copyright protections; infringes on any other person's intellectual or other property right; promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; or is otherwise malicious, fraudulent, or may result in retaliation against Crowe by offended viewers. Content "published or transmitted" via Crowe's network or equipment includes Web content, email, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet. Crowe may test and otherwise monitor compliance with its requirements.

3. Vulnerability Testing. No attempt to probe, scan, penetrate or test the vulnerability of a Crowe system or network or to breach Crowe's security or authentication measures, whether by passive or intrusive techniques, may be done without Crowe's express written consent.

4. Copyrighted Material. Neither the Web Site nor the Portal may be used to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner, or you are otherwise permitted by established copyright law to copy the work in that manner.

5. Other. Only the authorized accounts assigned by Crowe may be used in connection with the Web Site or the Portal. Crowe may quarantine or delete any data stored on a shared system if the data is infected or otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system. No credit will be available under the License with Crowe for interruptions of service resulting from AUP violations.