

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** V111 D **DATE:** March 25, 2024

**TOPIC/TITLE:** Your Money Line Services

**PRESENTER:** Shane Smith

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

**BACKGROUND INFORMATION:**

Your Money Line provides employees an approachable, straightforward solution that helps them create personal financial confidence & stability by offering financial guides that are accessible from 9am to 9pm EST. Beside retirement and financial advising they offer assistance with Public Loan Forgiveness. If the services were approved by the Board, they would begin July 1<sup>st</sup> for all WCPS employees.

**SUMMARY OF MAJOR ELEMENTS:**

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended  Not Recommended



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## Business Order Form

**Customer Name:** Woodford County Public Schools

**Business Order ID:** 006Nx0000080ek3IAA

**Initial Term Length:** 1 year(s)

**Business Order Generation Date:** 3/4/2024

Business Order pricing is only guaranteed for thirty (30) days after the Business Order generation date. After that time period, the Customer must request a new business order.

### Products & Services

There is no additional cost for services beyond the fees imposed below.

| Product                  | List Price | Quantity      | Total                               |
|--------------------------|------------|---------------|-------------------------------------|
| Your Money Line:<br>Plus | *\$53.33   | 700 Employees | \$37,331.00 / year<br>For 1 year(s) |
| <b>Discount</b>          |            |               | 15.50%                              |
| <b>Sale Price</b>        |            |               | *\$45.06                            |
| <b>Annual Subtotal</b>   |            |               | <b>\$31,545.00</b>                  |
| <b>Grand Total</b>       |            |               | <b>\$31,545.00</b>                  |

**Start Date:** 7/1/2024

**Terms:** This Business Order is governed by the terms of the Software as a Service Agreement (“**Agreement**”) between parties which terms are incorporated into this Business Order for all purposes. The Business Order and Agreement are the entire agreement between the parties, and they supersede and replace all prior negotiations, agreements, representations, and discussions regarding the subject matter. Only signed writing by both parties may amend this writing.

**Term Length:** This business order will begin on the Start Date and continues in effect until 1 year(s) from the Start Date and will automatically renew for One (1) additional successive One (1) year terms unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

**Payment Terms:** The service fees will be invoiced as follows:

- Invoice(s) Payable by Customer Annually



- Provider will invoice Customer upon receipt of a fully executed Business Order.
- Payment terms are Net thirty (30)

For any billing inquiries, please contact the billing department by email at [billing@yourmoneyline.com](mailto:billing@yourmoneyline.com) or by phone at (317) 814-1004.

**Price Increases:** Should the overall number of Customer's eligible employees increase by 10% or more at any time during the term of this Business Order, Provider reserves the right, at its sole discretion, to issue another business order to account for the increases in costs of providing the Services to Customer. The Services purchased cannot be decreased during the term of this Business Order.

**Renewal Price Increases:** Unless agreed to in writing by Provider, the sale unit price per employee shall increase by 5% for each Renewal Term.

**Renewal Notice:** No longer than thirty (30) days prior to the Renewal Term, Customer must submit to Provider an updated census for the upcoming Renewal Term.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Business Order and Agreement.

**Advanced Planning Solutions, Inc.**

**Woodford County Public Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter Dunn

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

Title: CEO

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Billing Contact**

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

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



## Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of 3/4/2024 (the "**Effective Date**"), is by and between Advanced Planning Solutions d/b/a Your Money Line, an Indiana corporation located at 9333 N. Meridian Street, Suite 104, Indianapolis, IN 46260 ("**Provider**"), and Woodford County Public Schools, with offices located at 330 PISGAH PIKE VERSAILLES KY 40383 ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers; and  
WHEREAS, Provider provides certain Professional Services in connection with the Services;  
WHEREAS, Customer desires to access the Services and related Professional Services, and Provider desires to provide Customer access to the Services and the Professional Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

- a. "**Administrator**" means designated Participants, consultants, contractors, and agents who have been granted access to depersonalized aggregate data and marketing materials (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- b. "**Business Order**" shall mean the ordering documents for Customer's purchases of Services from Provider that are executed hereunder by the parties from time to time. Business Orders shall be deemed incorporated herein.
- c. "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer, Administrator, or Participant through the Services or Professional Services.
- d. "**Documentation**" means Provider's end user documentation relating to the Services, which Provider shall provide to Customer upon request by Customer.
- e. "**Fees**" means the Fees for Services and Professional Services as set forth in Exhibit A.

- f. **"Financial Guides"** has the meaning set forth in Exhibit A.
- g. **"Participants"** means Customer's employees, and any spouses and/or dependents of such employees who are aged eighteen (18) to twenty-five (25) years old.
- h. **"Professional Services"** has the meaning set forth in Exhibit A.
- i. **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Administrator or Participant in connection with the foregoing. For the avoidance of doubt, Provider IP includes any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- j. **"Reference Data"** means data that does not identify Customer or any specific individual.
- k. **"Software"** means the web accessed Your Money Line programs.
- l. **"Security Incident"** means the unauthorized access, use, destruction, loss, alteration, or disclosure of Customer Data from an information system owned or controlled by Provider or operated for the benefit of Provider.
- m. **"Services"** means the software-as-a-service offering described in Exhibit A.
- n. **"Service Suspension"** has the meaning set forth in 2(e).

## 2. Access and Use.

- a. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Administrators and Participants in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer and its Administrators and Participants the necessary passwords and network links or connections to allow Customer to access the Services.
- b. **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-

sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

- c. **Use Restrictions.** Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Administrators or Participants to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- d. **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- e. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Administrator or Participant's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Administrator or Participant's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any Administrator or Participant, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Administrator or Participant is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services

following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer, Administrator, or Participant may incur as a result of a Service Suspension.

3. **Professional Services.** Provider may provide to Customer certain Professional Services from time-to-time in accordance with the terms and subject to the conditions set forth in this Agreement and Exhibit A.

4. **Parties Responsibilities.**

- a. **Customer's Responsibilities.** In addition to the items set out in Exhibit A, Customer shall be responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Administrators or Participants, and any act or omission by an Administrator or Participant that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Administrators or Participants aware of this Agreement's provisions as applicable to such Administrators or Participants use of the Services, and shall cause Administrators or Participants to comply with such provisions.
- b. **Provider's Responsibilities.** Provider shall be responsible for its respective obligations set forth in Section C to Exhibit A.

5. **Fees and Payment.**

- a. **Service Fees.** Customer shall pay Provider the "Fees" without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth on the invoice. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend Customer's and its Administrators or Participants access to any portion or all of the Services until such amounts are paid in full.

- b. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
  - c. **Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.
  - d. **Travel Expenses.** Customer shall reimburse Provider for all reasonable and pre-approved expenses incurred in accordance with the applicable Business Order, including, but not limited to, travel, lodging, supplies, and incidental expenses incurred by Provider's employees or contractors on behalf of the Customer in connection with providing the Services. All reasonable and pre-approved out-of-pocket expenses incurred in the course of Provider's employees rendering services to Customer shall be paid in full net 30 payment terms following receipt of an invoice from Provider accompanied by receipts and reasonable supporting documentation. Provider agrees that its employees or contractors will abide by Customers' reasonable travel and expense policies.
6. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving



Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## **7. Intellectual Property Ownership; Feedback.**

- a. **Provider IP.** Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.
- b. **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants Provider access to Customer Data as may be necessary for Provider to provide the Services to Customer; to perform research and development activities and statistical analysis with the Customer Data; to aggregate, analyze, de-identify, and use such aggregated, analyzed, and de-identified Customer Data; and to combine or incorporate the Customer Data with other data to create the Reference Data. The Reference Data shall belong to Provider, and Provider shall have the right to retain and use the Reference Data. Customer is solely responsible for the accuracy and integrity of its Customer Data as delivered to Provider and for adopting procedures to identify and correct errors and omissions in such Customer Data. Provider disclaims all responsibility for the accuracy of all Customer Data. Provider is under no obligation to review Customer Data for accuracy or potential third-party liability. Customer represents and covenants

that it will not provide, post or transmit any data in a manner that violates any applicable Federal, state or local law, rule or regulation, or that infringes or violates any third party's patent rights, trademark rights, copyrights, trade secret rights, intellectual property rights, contractual rights, publicity/privacy rights, or that contains any viruses, malware, or worms intended to damage, interrupt or misappropriate the Services.

- c. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

## 8. Security

- a. **Usernames and Passwords.** Access to the Services by Customer, Administrators, and Participants is accomplished through the use of usernames and passwords and/or additional authentication factors. Customer, Administrators, and Participants shall keep such usernames and passwords and/or additional authentication factors strictly confidential to prevent unauthorized use. Customer shall be liable for any use of the Services or access to Customer Data using a username and password and/or additional authentication factor associated with Customer or any Administrator or Participant, including but not limited to any additional charges resulting from such access. Each party will promptly notify the other of any unauthorized access to and/or use of usernames and passwords and/or additional authentication factors associated with Customer, Administrators, and Participants and use all reasonable efforts to take prompt remedial measures to rectify such unauthorized access and/or use.
- b. **Security of Customer Data.** Provider will take commercially reasonable steps and measures in accordance with prevailing practices in the software-as-a-service industry to maintain and enforce physical and logical security with respect to the Customer Data, but Provider makes no guarantee that the Customer Data will be secure from all threats. Provider may transmit or provide access to Customer Data to a third party that is assisting in the provision of Services under

this Agreement, provided that Provider will include security terms similar to this Section in its contract with any third party accessing Customer Data in order to provide the Services.

- c. **Security Incident.** Provider shall (a) promptly notify Customer upon confirmation of the occurrence of any Security Incident, (b) upon Customer's written request, provide all information reasonably related to the Security Incident or that is otherwise required by Law, (c) perform an evaluation and root cause analysis with respect to such Security Incident, and (d) develop plans reasonably designed to contain the Security Incident, and to the extent necessary, reasonably cooperate with Customer to prevent or stop such Security Incident, and, if such Security Incident is caused by Provider's breach of its obligations under this Agreement (an "At-Fault Security Incident"), to prevent its reoccurrence. Provider's liability for an At-Fault Security Incident shall be limited by the At-Fault Security Incident Cap. For clarity, (i) any Provider liability for breach of Section 6 resulting from an At-Fault Security Incident is subject to the At-Fault Security Incident Cap; (ii) any Provider liability resulting from an At-Fault Security Incident may be proportionally limited to the extent that Customer caused or contributed to the Security Incident or failed to take all reasonable steps to mitigate its damages, and (iii) Provider will respond to a Security Incident and cooperate with Customer as detailed in this Agreement, but other than liability with respect to an At-Fault Security Event, Provider will have no other liability regarding a Security Incident. Provider reserves the right to temporarily suspend Customer's access to the Services in the event of a suspected Security Incident, without any liability to Customer. In the event that Provider must perform additional services with respect to a Security Incident affecting Customer Data caused by an act or omission of Customer or an Administrator and Participant, Provider shall be compensated by Customer at Provider's then-current rates for such services.

## 9. **Limited Warranty and Warranty Disclaimer.**

- a. Provider warrants that it shall perform the Services and Professional Services: (i) using personnel of commercially reasonable skill, experience, and qualifications; and (ii) in a workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS (STATUTORY OR OTHERWISE), EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTATION, REPORTS, ADVICE AND RECOMMENDATIONS, IN ANY FORM) ARE PROVIDED BY PROVIDER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. PROVIDER DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES PROVIDED BY PROVIDER IN CONNECTION WITH THIS AGREEMENT, ARE OR WILL NECESSARILY ALWAYS BE COMPLETELY ACCURATE, CURRENT, COMPLETE AND/OR CONTINUOUSLY AVAILABLE. PROVIDER DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER LOSS OR DAMAGE RESULTING FROM (A) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET AND/OR (B) INABILITY TO ACCESS OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS AND/ OR APPLICATIONS THAT THE SERVICES ARE DEPENDENT ON.

- c. IN RESPECT OF THE PROFESSIONAL SERVICES, ANY PROJECTIONS AND OTHER INFORMATION REGARDING THE LIKELIHOOD OF VARIOUS FINANCIAL AND/OR INVESTMENT OUTCOMES PROVIDED BY FINANCIAL GUIDES ARE HYPOTHETICAL IN NATURE, DO NOT REFLECT ACTUAL RESULTS, AND ARE NOT GUARANTEES OF FUTURE RESULTS. RESULTS MAY VARY WITH EACH USE AND OVER TIME. ALL INVESTMENTS INVOLVE RISK, INCLUDING THE LOSS OF PRINCIPAL. THERE CAN BE NO ASSURANCE THAT ANY FINANCIAL STRATEGY WILL BE SUCCESSFUL. PROVIDER DOES NOT GUARANTEE THAT THE RESULTS OR OBJECTIVES OF ITS FINANCIAL GUIDE'S ADVICE WILL BE ACHIEVED. PROVIDER IS NOT A FIDUCIARY OR INVESTMENT ADVISER WITH RESPECT TO THE PROFESSIONAL SERVICES UNDER ERISA, AS AMENDED, THE INVESTMENT ADVISERS ACT OF 1940, OR OTHER LAW, RULE, OR REGULATION.

**10. Indemnification.**

- a. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Provider resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property

rights and any Third-Party Claims based on Customer's, Administrators, or Participants, or any Participant's (i) fraud, negligence, omissions, or willful misconduct; (ii) use of the Services or Professional Services in a manner not authorized or contemplated, respectively, by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, technology, or professional services not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

- b. Provider will defend Customer against any and all Third-Party Claims arising out of or resulting from a claim or assertion that the access and use of the Services by Customer in the manner provided for in this Agreement infringes or misappropriates that third party's U.S. copyright or trade secret rights, and Provider will indemnify Customer against any losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer resulting from such a Third-Party Claim. Notwithstanding the forgoing, Provider shall have no obligations under the forgoing sentence if such Third-Party Claim arises as a result of: (i) a modification of or a derivative work created from the Services by someone other than Provider or its authorized agents; (ii) the use of the Services in a manner that is not authorized under this Agreement; (iii) a combination of the Services with any other hardware, equipment, software, or other technology not provided by Provider; (iv) any Customer Data; and/or (v) any change that Provider makes to the Services to meet the specifications provided by Customer. Further, in the event such a claim arises or Provider suspects such a claim will arise, Provider shall at its sole option: (i) modify the Services in a manner that causes the Services not to infringe, misappropriate or otherwise violate such third party's rights; (ii) obtain the right for Customer to continue to use the Services as provided under this Agreement; or (iii) immediately terminate this Agreement upon providing notice to Customer and refund Customer any Fees paid to Provider by Customer for Services Customer will not receive as a result of termination. Customer acknowledges and agrees that this Section 10(b) sets forth Customer's sole and exclusive remedy as it relates to any claim of or actual infringement, misappropriation or violation of a third party's intellectual property right that arises from or relates to the Services.

#### **11. Limitations of Liability.**

- a. EXCEPT WITH RESPECT TO (I) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED TO PROVIDER UNDER THE AGREEMENT (UP TO THE

AMOUNT ACTUALLY OWED IN ACCORDANCE WITH THIS AGREEMENT); (II) SUMS PAYABLE PURSUANT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS; (III) LIABILITY ARISING FROM CUSTOMER'S BREACH OF PROVIDER'S INTELLECTUAL PROPERTY RIGHTS; (IV) LIABILITY ARISING FROM CUSTOMER'S BREACH OF ACCESS RIGHTS AND RESTRICTIONS WITH RESPECT TO THE SERVICES; AND (V) LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (COLLECTIVELY, "EXCLUDED LIABILITIES"), NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- b. OTHER THAN WITH RESPECT TO (I) EXCLUDED LIABILITIES, AND (II) PROVIDER'S OBLIGATIONS FOR AN AT-FAULT SECURITY INCIDENT (WHICH SHALL BE LIMITED AS SET FORTH IN SECTION 11(c)), IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. WITH RESPECT TO PROVIDER'S OBLIGATIONS FOR AN AT-FAULT SECURITY INCIDENT, PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT FOR ALL CLAIMS ARISING IN CONNECTION WITH THE AT-FAULT SECURITY INCIDENT WILL BE LIMITED TO TWO TIMES (2X) THE FEES PAID OR PAYABLE TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **12. Term and Termination.**

- a. **Term.** This agreement commences on the Effective Date and continues until terminated as set forth in this Section 12 (The "Term"). Subscriptions to Services commence on the Start Date and continue for the Subscription Term specified in the applicable Business Order.
  
- b. **Termination.** In addition to any other express termination right set forth in this agreement:
  - i. Provider may terminate this Agreement immediately, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under Section 2(c) or Section 6;
  - ii. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
  - iii. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
  - iv. Either Party must give the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
  
- c. **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. Upon expiration or termination of this Agreement for any reason, Customer shall pay all Fees under this Agreement and its applicable Business Order(s), including Fees that may have become due before such termination and Fees that would have become due during the Term of the Agreement absent termination.
  
- d. **Survival.** This Section 12(d) and Sections 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

**13. Miscellaneous.**

- a. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
- b. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- c. **Force Majeure.** In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- d. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no



single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- e. **Severability**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- f. **Governing Law; Submission to Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Kentucky. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Kentucky in each case located in the city of Versailles and County of Woodford, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- g. **Assignment**. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- h. **Export Regulation**. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services, Professional Services, or any Customer Data outside the US.
- i. **Equitable Relief**. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that,

in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- j. **Aggregated Information.** Provider may aggregate, collect and analyze information relating to the provision, use and performance of the Services and may use (during and after the Term) such information to develop and improve the Services and other Provider offerings, including disclosure of such information to third parties in an aggregated and anonymized format such that no Customer nor any individual or household can be identified.
- k. **Publicity.** Customer agrees that Provider may use Customer's name and Marks in Provider's promotional materials (including on Providers website, social media and marketing materials). Customer may request that Provider stop doing so by submitting an email to [marketing@yourmoneyline.com](mailto:marketing@yourmoneyline.com) at any time. Customer acknowledges that it may take Provider up to 30 days to process such a request. Provider shall use Customer Marks in accordance with Customer's applicable branding guidelines if provided to Provider. Notwithstanding anything herein to the contrary, Customer acknowledges that Provider may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and third parties for due diligence purposes.
- l. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**Exhibit A  
SERVICES, PROFESSIONAL SERVICES, & RESPONSIBILITIES**

Capitalized terms used but not defined in Exhibit A have the meaning given to those terms in the Agreement.

| <b>PLUS</b>   |
|---|
| <b>Description of Services</b>  |
| <p>The Services shall commence on the Start Date, as applicable, and include:</p> <ul style="list-style-type: none"> <li>● Access to the Software, which offers: <ul style="list-style-type: none"> <li>○ Participants tools and content that help Participants: (i) craft and execute personal financial strategies; (ii) evaluate options for important financial decisions; and (iii) seek confidential, and unbiased Professional Services.</li> <li>○ Administrator access to on-demand reporting.</li> <li>○ Account integration with Multi-Factor Authentication which allows participants to (i) connect their banking, retirement, and other accounts; (ii) see a consolidated view of their financial life; and (iii) get AI recommendations on their spending.</li> </ul> </li> <li>● Access to Financial Guides (as discussed in further detail in the description of professional services below)</li> </ul> |
| <b>Description of Professional Services</b>   |
| <ul style="list-style-type: none"> <li>● The professional services may include the provision of personalized financial advice from financial consultants ("<b>Financial Guides</b>") via telephone, e-mail, SMS text messaging, and other electronic means, but excluding tax, legal, securities, or related advice ("<b>Professional Services</b>"). The term "<b>personalized financial advice</b>" refers to Participant data such as age, salary, financial condition, and other information provided by Participant which will form the basis of Financial Guide's advice.</li> </ul>  |

**RESPONSIBILITIES.**

| <b>Requirement:</b>   | <b>Customer will:</b>   | <b>Provider will:</b>  |
|-----------------------|---|--|
| <b>Implementation</b> | <ul style="list-style-type: none"> <li>● Provide a profile of company benefits.</li> <li>● Provide Provider Census file with relevant Employee and Administrator details via the</li> </ul> | <ul style="list-style-type: none"> <li>● Create an implementation project plan that includes detailed steps required, timelines, critical path milestones, resources,</li> </ul> |

|                                  |  |  |
|----------------------------------|--|--|
|                                  | <p>Provider SFTP.</p> <ul style="list-style-type: none"> <li>• Safelist our domain for email deliverability.</li> <li>• Work with Provider on the communications and marketing plan.</li> <li>• Distribute communications to employees per agreed upon communication plan.</li> </ul>  | <p>communication plans, roles, and responsibilities.</p> <ul style="list-style-type: none"> <li>• Schedule and lead the implementation kick-off meeting(s) to collect all information needed to finalize the implementation project plan.</li> <li>• Keep all stakeholders informed of the project plan, status, issues, and resolutions.</li> <li>• Grant Participants access to the Services.</li> <li>• Maintain and update process documentation as changes and/or improvements are made to the process.</li> <li>• Ensure the Provider's employees involved in the Services understand the process documentation and adhere to Service requirements.</li> </ul>   |
| <p><b>Program Management</b></p> | <ul style="list-style-type: none"> <li>• Promote, market, and communicate the program through existing communication channels.</li> <li>• Utilizing the provided marketing resources, promote the Services and events through existing communication channels to Participants who have and have not opted-in to participate. Provider will only communicate with those Participants that have voluntarily opted-in to the Software.</li> <li>• Provide eligibility changes through electronic file transfer (SFTP Portal) to the Customer Success Manager on a quarterly basis.</li> <li>• Provide feedback on Provider management.</li> </ul> | <ul style="list-style-type: none"> <li>• Provide a Customer Success Manager to support and ensure Customer's/Participants' interests are being met with integrity and professionalism ("<b>Customer Success Manager</b>").</li> <li>• Provide Customer marketing and communications materials to the administrator(s).</li> <li>• Collect aggregate data through the helpline on concerns by area, volume, and type of interaction to report on demand to the Customer (no confidential information is ever shared).</li> <li>• Collect aggregate data for the Services courses, learning paths, and financial health tools for Administrators to access on-demand (no confidential information is ever shared).</li> <li>• Send an e-newsletter on a monthly basis to those Participants who have opted-in to participate in the Services.</li> </ul> |

