

PORTAL USER AGREEMENT

This Portal 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 ("**User**"), each a "**Party**" and together the "**Parties**."

In exchange for permitting User to access the Crowe K-1 Navigator (the "**Software**"), and for other good and valuable consideration, the receipt and sufficiency User acknowledges and agrees by accepting this Agreement, this Agreement is entered between Crowe and User. This Agreement is effective upon clicking the "I Accept" button after signing into the Software ("**Effective Date**"). By clicking "I Accept" User warrants that they have full authority and permission to enter into this Agreement. Crowe and User, intending to be legally bound, agree to all of the provisions of this Agreement as of the Effective Date.

- Ownership and Grant of Use.** User acknowledges and agrees that Crowe retains all right, title and interest in and to the Software. Crowe is, and shall be, the sole and exclusive owner of all patents, copyrights, trademarks and trade secrets inherent in and appurtenant to the Software. Other than as expressly set forth in this Agreement, no licenses, subscriptions or other rights in the Subscribed Works are granted to User. User acknowledges and agrees that Crowe's retention of contractual and intellectual property rights is an essential part of this Agreement. Crowe hereby grants User, and User accepts, a non-exclusive, non-transferable, limited and revocable license to access and use the Software and any related user manual or instructions ("**Documentation**") solely for User's internal business purposes, and only as part of the Subscribed Works and not for transfer, resale or sublicensing in compliance with the terms of this Agreement and all applicable laws and regulations (the "**Subscription**"). The Software and Documentation together are referred to as the "**Subscribed Works**." Access to the Software will be provided via a web site (the "**Web Site**"). Crowe will own, and User hereby assigns to Crowe, all rights in (a) any copy, translation, modification, adaptation or derivative work of the Subscribed Works, including any improvement or development thereof, whether provided as part of support, services or otherwise, and whether or not developed by or for the User, and (b) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of User. If Users provide any feedback, ideas, suggestions or other information relating to the Subscribed Works (collectively "**Submissions**"), all right, title and interest in and to such Submissions including all intellectual property rights therein will become the property of Crowe.
- Restrictions on Use.** The Subscribed Works are solely for the internal business use of the User. User may not allow use by any other person or entity. User shall not allow any third party to have access to the Subscribed Works without Crowe's prior written consent. User shall not create any derivative works. User shall not assign, transfer, disclose, publish, disseminate, sublicense, rent, sell, distribute, redistribute or allow or permit any other person within User's control to assign, transfer, disclose, publish, disseminate, sublicense, rent, sell, distribute or redistribute the Subscription to the Subscribed Works (in any format) to any other person or entity without the prior, written and express consent of Crowe, which consent may be withheld in Crowe's sole discretion. Further, if User obtains knowledge of any such prohibited assignment, transfer, disclosure, publication, dissemination, sublicense, rental, sale, distribution or redistribution by any person within User's control (whether by knowledge of such person's activities or by notice from Crowe), User shall immediately prevent or remedy such prohibited activity. User will not take any action that jeopardizes Crowe's proprietary rights or acquire any right in the Subscribed Works. User expressly acknowledges that: (i) the Subscribed Works have been compiled, prepared, revised, selected and arranged by Crowe through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, (ii) constitutes valuable industrial property and trade secrets of Crowe, (iii) no proprietary rights are being transferred to User in the Subscribed Works or any such materials or information contained therein. User shall do nothing to imperil the copyright and/or other proprietary rights in the Subscribed Works including, but not limited to, any contractual, statutory and common law rights, during and after the term of this Agreement. User shall not: (i) attempt to reverse engineer, disassemble, decompile or decrypt the Subscribed Works, or any portion thereof, (ii) create, generate or compile the data records of the Subscribed Works, or any portion thereof, (iii) modify, debug, alter or enhance the Subscribed Works, (iv) merge the Subscribed Works into any other software or electronic media, or (v) aid or permit others to do so. No subscription, right or interest in any Crowe (or Crowe's licensors', if any,) trademark, trade name, or service mark is granted. Any rights not explicitly granted to User are expressly reserved by and to Crowe.
- Access Codes and Passwords; Hacking.** In order to access the Subscribed Works, Crowe or its client will provide User requiring access to the Subscribed Works with access codes, IDs and passwords (collectively, "**Passwords**") to permit a User to log into the Web Site. Passwords are owned by Crowe and must be safeguarded by User. User 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. User will not attempt access to the Software by hacking parts of the Web Site that are not expressly authorized for use by User. Users will immediately report any Password breach to Crowe via email to the appropriate Crowe representative assigned to the account.
- Web-Use and Privacy Policies.** Users are subject to the Acceptable Use Policy, attached as Exhibit A to this Agreement, as well as any Privacy Policy or Terms of Use posted on the Web Site. Such policies may be amended from time to time without notice to Users. Users are responsible to check the Website periodically for such amendments in order to ensure compliance with the terms of this Agreement.
- DISCLAIMER OF WARRANTIES. THE SUBSCRIBED WORKS ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, OR STATUTORY. CROWE DOES NOT WARRANT THAT THE SUBSCRIBED WORKS WILL BE ERROR-FREE; NOR DOES CROWE MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SUBSCRIBED WORKS. CROWE EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, ACCURACY, NON-INFRINGEMENT OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USE OR TRADE. USER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIBED WORKS TO ACHIEVE INTENDED RESULTS AND FOR THE CONFIGURATION USE AND RESULTS OBTAINED FROM THE SUBSCRIBED WORKS. SPECIFICALLY, CROWE IS NOT RESPONSIBLE FOR FEES TO DEFEND ANY TAX AUDITS, PENALTIES, INTEREST OR ANY OTHER COSTS ASSOCIATED FROM USE OF THE SUBSCRIBED WORKS. CROWE DOES NOT WARRANT THE PERFORMANCE OF THE SUBSCRIBED WORKS OR RESULTS USER MAY OBTAIN BY USING THE SUBSCRIBED WORKS, SUCH FILES, OR THE RESULTING DOCUMENTATION OR FORMS. CROWE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SUBSCRIBED WORKS WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIBED WORKS WILL BE UNINTERRUPTED OR ERROR FREE, VIRUS FREE, OR CONTINUOUSLY AVAILABLE.**
- LIABILITY. THE PARTIES AGREE THAT CROWE SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, OR LOST BUSINESS OPPORTUNITY, EVEN IF CROWE HAD REASON TO BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION. USER UNDERSTANDS THAT USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE SUBSCRIBED WORKS. BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY CONTAIN ERRORS, USER IS ADVISED TO VERIFY AND BACKUP ITS WORK. CROWE IS EXPRESSLY NOT LIABLE FOR USER'S DATA INTEGRITY OR FOR ANY LOSS OF OR DAMAGES THAT MAY OCCUR TO USER'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING, UNAVAILABILITY OR FAILURE OF THIRD PARTY SOFTWARE OR HARDWARE PROVIDED HEREUNDER OR INCORPORATED IN THE SUBSCRIBED WORKS TO FULFILL ANY OF USER'S REQUIREMENTS, PROVIDED SUCH UNAVAILABILITY OR MALFUNCTIONING WAS NOT CAUSED BY THE ACTS OR OMISSIONS OF CROWE.**

THE LIMITS OF LIABILITY IN THIS SECTION AND IN THE AGREEMENT GENERALLY WILL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW AND WILL APPLY TO ANY CLAIM, LIABILITY OR DAMAGES, INCLUDING WITHOUT LIMITATION TO ANY CLAIMS, LIABILITIES, OR DAMAGES BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, WARRANTY, INDEMNITY, FIDUCIARY PRINCIPLES, STATUTE OR COMMON LAW. USER ASSUMES THE ENTIRE RISK AS TO THE USE OF THE SUBSCRIBED WORKS AND RESULTS AND PERFORMANCE OF ITS FINANCIAL ASSETS. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY AFTER TERMINATION OF THIS AGREEMENT.

7. Indemnification. User will indemnify and hold harmless Crowe, its personnel, and its subcontractors against all claims, allegations, damages, costs, fees, expenses, or other liabilities, including without limitation attorney fees, defense costs and legal fees, arising from or in connection with (i) User's misuse of the Subscribed Works, (ii) violation of the terms of this Agreement, and (iii) any content or data entered into the Subscribed Works by User or any party acting on User's behalf. This indemnification will apply to the fullest extent allowed by law and will apply to any claim, liability, or damage including, without limitation, claims, liabilities, or damages based in negligence or other tort, contract, warranty, fiduciary principles, statute or common law.
8. Data Protection. If Subscribed Works or Crowe holds or uses User data that can be linked to specific individuals ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations in disclosing or using such data for the Subscribed Works. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes data on behalf of User and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) use in the Subscribed Works (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). User warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that User has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to use the Subscribed Works. To use the Subscribed Works, User may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). Crowe will reasonably cooperate with User in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the User, as necessary to enable User to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. User will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. User will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of User's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement.
9. General Data Protection Regulation. If and to the extent that User provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) User will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. User represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to User, User customers, User vendors, and User affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by User, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify User upon knowledge that a breach incident has occurred. User has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, User will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.
11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts executed in and performed entirely within Illinois without reference to any choice of law principles. Should any term of this Agreement be found invalid or unenforceable, then to the extent that such term is invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Agreement. FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY.
12. Crowe Global Network. Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

EXHIBIT A
Acceptable Use Policy ("AUP")

1. Incorporation. This AUP is incorporated by reference in the Portal User Agreement. Access to the Software is provided via the Web Site. Access to the Software 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. Neither the Subscribed Works nor the network on which it resides may 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 User; distributing of advertisement delivery software unless: (i) the user affirmatively consents based on a clear and conspicuous notice of the nature of the software, 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 User, 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 Crowe network nor the Subscribed Works 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 Subscribed Works. 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 Subscription with Crowe for interruptions of service resulting from AUP violations.