

Online Agreement

By accepting the terms of this Agreement, access can be granted to this on-line system for retirement plan administration via the Internet ("Retirement Plan Administration System"). Please read the following Retirement Plan Administration System Agreement ("Agreement") carefully before using this on-line system.

In this document the "Providing Company" means the company that is providing access to the Retirement Plan Administration System via the Internet. "Named User" refers to a person designated and authorized by a Plan Sponsor or by a Plan Sponsor's authorized employees or agent to access the information in the Retirement Plan Administration System and other plan related information supplied via the Internet by the Providing Company. By clicking on the "Agree" button at the end of this Agreement and subsequently using this web site, the Named User signifies agreement with and acceptance of this Agreement and the Privacy Policy. If you do not agree to all of the terms and conditions of this Agreement and the Privacy Policy, please do not use this System. This Agreement will be prominently posted on this web site. The terms of the Agreement may be revised and updated by the Providing Company at any time. If the Agreement is revised and updated, a notice of the changes will be shown on the landing page for the Retirement Plan Administration System. The Named Users will be required to agree to the newly posted Agreement on their first attempted entry to the Retirement Plan Administration System after the change to the Agreement is posted. Please periodically review the Agreement as posted on this web site.

1. Responsibility of Named Users:

A. The Named User shall be responsible for:

(i) securing and properly using user log ins and passwords given by the Providing Company to either the Plan Sponsor who may then provide it to the Named User or given directly to the Named User by the Providing Company;

(ii) ensuring that user log in and passwords granted to the Named User are kept in a manner that is secure and confidential and that are reasonably designed to prevent disclosure to unauthorized persons;

(iii) notifying the Providing Company immediately of any unauthorized use of any granted user log in and password or any other breach of security as soon as the Named User become aware of the misuse or breach;

(iv) holding confidential any information that is inadvertently viewed by the Named Users that is not related to the Plan Sponsor's retirement plan, destroying such information and immediately notifying the Providing Company of the inadvertent viewing;

(v) ceasing the use of the Retirement Plan Administration System immediately upon the termination of the Named User's access.

B. The Named User agrees:

(i) that the Providing Company will not provide either equipment or connectivity needed to access the Retirement Plan Administration System via the Internet;

(ii) to treat all plan participant and employee data made available through the Retirement Plan Administration System as confidential;

(iii) to be responsible for the Named User's proper use of the Retirement Plan Administration System;

(iv) if within its responsibility, to accurately input, review and update plan participant information including without limitation, contributions, allocations and disbursements, through the transmission of an electronic file in a format prescribed by the Retirement Plan Administration System;

(v) if within its responsibility, to review all transactions and verify the accuracy of plan contributions and plan disbursement authorizations the Named User processes through the Retirement Plan Administration System;

(vi) when Named User completes and submits disbursements online using the Named User's user I. D. and password, this will serve as an electronic signature and approval of the disbursement. Such electronic signature will satisfy all legal signatory obligations and will carry the same legal authority as a hand written signature.

2. Intellectual Property and Privacy Rights:

A. The Retirement Plan Administration System and its contents including without limitation any information and data contained on this web site constitute a copyrighted and trademarked product of the Providing Company and contains confidential and proprietary information of both the Providing Company and the plan participants. The Retirement Plan Administration System and some of its contents and third party embedded software are protected under trademark, copyright, trade secret and other intellectual property and privacy laws of the United States and/or other countries. None of the information contained on this web site shall be disclosed to any other person or entity other than a Named User on a need-to-know basis, unless previously authorized in writing by the Providing Company or the plan participant. The content and features are subject to change or termination without notice in the editorial discretion of the Providing Company. Any use of the content not expressly permitted by this Agreement is a breach of this Agreement and may violate privacy, copyright, trademark, trade secret and other laws. All rights not expressly granted herein are reserved. The content may not be reproduced, or derivative works created from it. The content may not be republished, posted or distributed in any way that conflicts with this Agreement without the prior written permission of the Providing Company. With regard to third party Software to which a Named User may be granted limited access for the purpose of running reports or using the third party Software functionality, the Named User agrees to not attempt to download, alter, decompile, reverse engineer or capture the third party Software or its design, workflows, functionality, operation, implementation or code or to replicate any of the report structure or design. Notwithstanding the forgoing, Plan Sponsor and its designated agents may use reporting (hardcopy or electronic), system displays and information from the Retirement Plan Administration System in the completion of their respective duties and responsibilities.

B. The Named User providing data to this web site agrees to grant the Providing Company, a non-exclusive, worldwide, royalty-free, perpetual license with the right to reproduce, transmit and publicly display materials and other information the Named User submits to the Retirement Plan Administration System by all means and in any media as long as such use complies with applicable privacy laws solely to fulfill the Providing Company's obligations under this Agreement or as required by law or judicial process.

C. The Retirement Plan Administration System web pages, manuals or any other related documentation ("System Documentation") are the intellectual property of the Providing Company. Named Users of the Retirement Plan Administration System will not make any copies of the Retirement Plan Administration System's System Documentation except for the purposes related to the Plan Sponsor's Administration and educational needs. On termination of the Named User's access, the Named User agrees to destroy System Documentation downloaded pursuant to this Section.

3. Termination: If the underlying contractual relationship giving rise to the ability to access the Retirement Plan Administration System is terminated, this Agreement shall terminate consistent with any post-termination provisions of the underlying contractual relationship giving rise to the ability to access the

Retirement Plan Administration System. The Providing Company may, in its sole discretion, terminate or suspend access to all or part of the Retirement Plan Administration System for any reason, including without limitation, breach of this Agreement. In the event this Agreement is terminated, the restrictions regarding the content, the representations and warranties, indemnities and limitations of liabilities set forth in this Agreement will survive termination.

4. Indemnification and Limitation of Liability:

A. By using the Retirement Plan Administration System, the Named User agrees to indemnify and hold the Providing Company harmless (including reasonable attorney's fees) from all claims, costs, expenses, damages, and liability arising out of the negligence, gross negligence or willful misconduct of the Named User or the employees, agents or representatives of the Named User in the performance or nonperformance of this Agreement and for any security breach associated with the misuse of the content that is provided to the Plan Sponsor or the Named User through a user I.D. and/or password issued to the Plan Sponsor or the Named User. The Providing Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Plan Sponsor or the Named User. It is further agreed that the Named User agrees to cooperate as fully as reasonably required in the defense of any claim undertaken by the Providing Company.

B. The Providing Company shall indemnify and hold the Named User harmless (including reasonable attorney's fees) from all claims, costs, expenses, damages, and liability arising out of the Providing Company's gross negligence or willful misconduct in the performance or nonperformance of this Agreement. However, the Providing Company specifically disclaims liability to Plan Sponsor, the Named Users and any third parties, for any claims, losses and/or damages of any nature resulting from: (a) use or inability to use the Retirement Plan Administration System; or (b) use of or reliance on any of the information or advice contained in the Retirement Plan Administration System. Liability of the Providing Company, if any, for damages arising from the services provided under this Agreement (including without limitation, patent or copyright infringement, negligence, tort, strict liability or liability arising out of contract) cannot exceed the actual direct damages awarded as a result of the indemnification.

C. The Providing Company does not enter or edit any information or data supplied by Plan Sponsor through its designated Named User or the Named User to the Retirement Plan Administration System unless specifically instructed to do so by the Plan Sponsor or its designee. Information is provided "as is." The Providing Company makes no express or implied warranties related to the information on or the operation of this web site. Be aware, files for downloading are not guaranteed to be free of viruses, worms, Trojan Horses or any codes which may be destructive. The Providing Company is not liable for communications or transmission errors. **PLAN SPONSOR AND ANY NAMED USER ASSUME TOTAL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE AND THE MAINTENANCE OF THE PARTICIPANT DATA. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. THE PROVIDING COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF DATA EVEN IF THE PROVIDING COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5. Waiver: If the Providing Company does not enforce a particular condition of this Agreement, such conduct will not prevent the Providing Company from enforcing the same or any other condition of the Agreement in the future.

6. Choice of Law: This Agreement should be construed in accordance with the laws of the State of Colorado without regard to any choice of law provisions.

I agree that by pressing the Accept button below, I have accepted all of the terms of this Agreement.