

## MOSS ADAMS LLP PORTAL ACCESS AGREEMENT

1. Moss Adams LLP (“Moss Adams”) is providing access to this Portal as a mechanism for transmitting documents between you and Moss Adams. By creating a password and accessing this Portal, you are agreeing to the terms and conditions in this Portal Access Agreement (“Agreement”). If you do not agree with these terms and conditions, then you should not access this Portal.
2. Moss Adams will provide access to the Portal to the party(ies) identified by you through the use of the designated email address(es) and password(s) that you will control (“Users”).
  - a. Within File Transfer folders, it is your responsibility to monitor use by Users, to assign access levels for Users, and to remove any Users that you no longer want to access the File Transfer folder(s) or documents and information contained within the File Transfer folder(s).
  - b. Within Final Deliverables folders, it is your responsibility to monitor use by Users and notify Moss Adams to remove any Users that you no longer want to access the Final Deliverables folder(s) or documents and information contained within the Final Deliverables folder(s).
3. You are prohibited from sharing password information or otherwise granting access rights to the Portal to anyone other than your employees and legal fiduciaries.
4. You may request that Moss Adams disable the Portal, change designated email address(es) or passwords, or disable a person’s access to the Portal. Moss Adams will endeavor to comply with any such request. However, you agree that Moss Adams shall have no liability for failing to take, or delay or mistakes in taking, the requested action.
5. Moss Adams may discontinue providing access to the Portal at any time in its sole discretion.
6. Moss Adams may change Portal providers or change the terms and conditions of this Agreement at any time.
7. You agree not to use the Portal to store or retain documents, other than temporarily for the purpose stated above, and the documents uploaded to the Portal should not be expected to be accessible at all times, or recoverable in the event of corruption or other technical issue. You agree to timely download any and all documents from the Portal that you determine are necessary for your data and records to be complete and you will not use the Portal to store or back-up your data and records.
8. Moss Adams retains the right to permanently delete documents from the Portal, with or without notice, at any time.
9. You agree not to use the Portal as a communication tool, other than for the transmission of documents. You agree not to use the Portal for communications that require an action, response or reply.
10. Our privacy policy is available at [www.mossadams.com](http://www.mossadams.com) for general information purposes.
11. YOU AGREE TO WAIVE, RELEASE AND HOLD HARMLESS MOSS ADAMS, ITS PARTNERS, PRINCIPALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, AND DAMAGES ARISING FROM YOUR USE OF THE PORTAL.

12. WITHOUT LIMITING THE FOREGOING, WHILE THE PORTAL IS INTENDED TO PROVIDE A SECURE MEANS OF TRANSMITTING DOCUMENTS, YOU AGREE THAT MOSS ADAMS SHALL HAVE NO RESPONSIBILITY TO ENSURE THE SECURITY OR CONFIDENTIALITY OF INFORMATION TRANSMITTED TO OR RETAINED ON THE PORTAL. YOU FURTHER ACKNOWLEDGE THERE IS RISK THAT THE INFORMATION ON THE PORTAL, INCLUDING YOUR CONFIDENTIAL INFORMATION, MAY BE DISCLOSED.
13. THE PORTAL IS AND SHALL BE PROVIDED STRICTLY ON AN "AS IS" BASIS. MOSS ADAMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, MOSS ADAMS DOES NOT WARRANT THAT THE PORTAL OR YOUR USE OF THE PORTAL WILL SATISFY YOUR REQUIREMENTS.