

# The Fidelity Platform Service Agreement

This agreement ("Agreement") is entered into by and between The Change Companies, Inc. (hereafter referred to as "The Change Companies" or "Provider") and the undersigned entity or individual (hereafter referred to as the "Client").

## 1. Service Scope

 Client shall receive access to the Fidelity Platform, specifically the "Staff Tier," for the number of seats purchased. Client may designate any of those purchased seats as administrator seats with "Administrative Tier" access.

### 2. Subscription Term and Payment

- The subscription term is for a duration of twelve (12) months, paid upfront.
- Client's access to the platform will be activated within 1 business day upon receipt of payment.
- In the event of early termination by the Client, access to the platform will remain active until the end of the paid period.
- The Staff and Administrative Tiers of the Fidelity Platform are priced on a per-seat license model (referred to collectively as "seats" or individually as "a seat" or "per seat," for short.) A per-seat license is based on the number of individual, unique users who have access to the platform throughout a subscription term. For instance, a 50-user per-seat license would mean that up to 50 individual named users can access the program
- Individual seats may be purchased at the rate of \$150 per seat.
- Pricing for volume discounts are as follows:

Up to 10 seats: \$1,350
Up to 25 seats: \$3,000
Up to 50 seats: \$5,500
Up to 100 seats: \$10,000
Up to 200 seats: \$19,000

Up to 500 seats: \$45,000Up to 1,000 seats: \$80,000

- Any additional seat over the tier is priced at the \$150.00 individual seat rate.
- For seat volumes in excess of 1,000 seats, a custom price will be provided.
- For mid-cycle seat additions, prices will be prorated and added to the renewal at your current rate.



### 3. Usage Restrictions and Transferability

- Users are not permitted to share or transfer their accounts. Accounts are tied to individual users and their unique email addresses.
- Licenses or subscriptions cannot be transferred.
- In the event of account sharing, the Provider reserves the right to suspend access without a refund.
- While seats can be utilized outside of the Client's organization, they cannot be used as reseller or distributor licenses. If Provider determines that a Client is reselling seats, access will be terminated with no refund.

#### 4. User Data and Privacy

- All data and content on the Fidelity Platform are the exclusive property of The Change Companies.
- Clients and users should refer to the platform's privacy policy for details on data handling, storage and protection. The Provider reserves the right to utilize user data for research and development purposes. <u>Privacy Policy</u>

### 5. Renewals, Price Changes and Service Alterations

- Subscriptions will automatically renew on the anniversary date of access provision.
- The Client is responsible for providing a current form of payment for renewal. If renewal
  payment is not received within 30 days from date of renewal, the Fidelity Platform
  account will be deactivated.
- Clients will be able to cancel their automatic renewal and terminate their subscription up
  to the date of renewal. Clients may either cancel their renewal within the Fidelity Platform
  or through written email to as@changecompanies.net.
- The Provider will notify the Client of any price changes or significant service alterations at least 30 days in advance in writing.

# 6. Indemnification and Release of Liability

- Indemnification: The Client agrees to indemnify and hold harmless the Provider, its
  officers, directors, employees and agents from any claims, losses or damages, including
  legal fees, resulting from the Client's use of the Fidelity Platform or any violation of this
  Agreement.
- Release of Liability: The Provider's content is for educational purposes only. The Client
  assumes all risks from the use of the Fidelity Platform. The Provider is not liable for
  actions taken by the Client or its users based on the platform's content. The Client is
  responsible for the correct interpretation and application of the content.



#### 7. Miscellaneous

- Support will be available from 6:30 a.m. to 3:00 p.m. PT, Mondays through Fridays, by calling (888)889-8866 or by email at <a href="mailto:as@changecompanies.net">as@changecompanies.net</a>.
- No refunds will be provided.

The Change Companies, Inc.

- Users are responsible for the security of their accounts, including the use of strong
  passwords and not sharing login details. The Client assumes all liability for breaches
  resulting from their failure to secure accounts.
- This agreement constitutes the entire agreement between the Client and Provider regarding their access and use of the Fidelity Platform.
- Any disputes arising from this Agreement or related to the platform's usage shall be resolved through arbitration in Delaware.

By signing below, both the Provider and the Client acknowledge that they understand and agree to the terms outlined in this Agreement.

Signature:	Date:
Client Organization Name:	
Client Signature:	Date: