

ePlan User Terms of Use

Effective Date: June 1, 2026

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Limitations on use of Software Applications. The software applications may contain software obtained from third party licensors (“Third-Party Software”). You may not:

- a. use the software applications or Third-Party Software for software development or application development purposes;
- b. distribute the software applications or Third-Party Software;
- c. attempt to disassemble the software applications or Third-Party Software code; or
- d. attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the software applications or Third-Party Software, except to the limited extent as is permitted by law notwithstanding contractual prohibition.

Intellectual Property. You are granted a limited non-transferable, non-exclusive, non-sublicensable right to access and use the Sites. The information available through the Sites is the property of ePlan, or its licensors, and is protected by copyright, trademark, international treaties, and other intellectual property laws. ePlan, or its licensors, owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the Sites. If you are ever held or deemed to be the owner of any intellectual property rights in the Sites or any changes, modifications, or corrections to the Sites, you hereby irrevocably assign to ePlan all such rights, title, and interest. No provision under these Terms shall obligate ePlan to deliver or otherwise make available any copies of computer programs or source code, and ePlan does not guarantee the availability or compatibility of any systems or Sites. You are responsible for obtaining and maintaining all computer hardware, software, and communications equipment necessary to access the Sites, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred.

You may not modify, copy, distribute, transmit, display, publish, sell licenses, create derivative works, or otherwise use any information available through the Sites for commercial purposes. You acknowledge that the Sites contain valuable trade secrets and confidential information owned by ePlan or third parties. You agree that you will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer or encumber; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by ePlan in these Terms or another agreement; or (v) decompile, disassemble, or otherwise analyze the Sites for reverse engineering purposes. You agree to notify ePlan immediately of any unauthorized use or disclosure of any trade secrets or confidential information and to cooperate in remedying such unauthorized use or disclosure.

The ePlan name, the terms found on the Trademarks and Disclaimers page (currently located at www.ePlanServices.com/corporate/trademarks), the ePlan logo, and all related names, logos, product and service names, designs, and slogans are trademarks of ePlan or its affiliates or licensors. The trademarks, service marks, trade names, trade dress, logos, designs, and/or any sounds associated with the Sites are owned by ePlan. You must not use such marks without the prior written permission of ePlan. All other names, logos, product and service names, designs, and slogans in the Sites are the trademarks of their respective owners. ePlan does not grant any

license or other authorization to any user of such copyrightable material, or any other intellectual property, by including them in the Sites.

Third-Party Services and Websites. Some services available through the Sites, are provided in-whole or in-part by third parties (“Third-Party Service(s)”). ePlan is not responsible for and does not own any such Third-Party Services or any materials, information, or results that may be made available through any Third-Party Services. You are solely responsible for, and assume all risk from, your choice to receive, use, or access any Third-Party Services, which may be limited or governed by additional third-party terms and/or privacy policies. By authorizing ePlan to share information with a Third-Party Service, you (i) represent you have all legal rights to do so, (ii) assume all risks related to sharing such information, (iii) acknowledge you are solely responsible for the accuracy of such information, and (iv) agree that you are solely responsible for the lawfulness of sharing such information with the applicable Third-Party Service.

The Sites may also contain links to third-party websites or resources (“Website Links”). ePlan provides these Website Links only as a convenience and ePlan does not operate or control such Website Links and is not responsible for the content, products, or services available or displayed on those Website Links. You are solely responsible for, and assume all risk arising from, your use of any Website Links.

Security, Privacy, and Confidentiality. Any communication to ePlan through the Sites will be treated by ePlan as a communication authorized by you. The security of information transmitted through the internet can never be guaranteed as the internet is not completely secure. ePlan is not responsible for any interception or interruption of any communications through the internet or resulting changes to or losses of information. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites. It is solely your responsibility to maintain the security and confidentiality of your account credentials and the information and services accessible through your account. You are not permitted to share or sell your account credentials to any third-party, unless authorized. If you suspect fraudulent or abusive activity relating to your account, or if your credentials have been lost, stolen or compromised in any way, you agree to immediately (i) change your potentially compromised credentials, (ii) notify Company, and (iii) notify ePlan if you are using the Sites on behalf of a Company. ePlan reserves the right to limit, suspend, or terminate your use of the Sites and/or Third-Party Services, without notice, should ePlan have reason to believe that the security or confidentiality of the Site has been compromised.

You agree that ePlan may access your account to provide the services, assist in configuration, provide ongoing support, and perform administrative functions. You acknowledge and agree that you are responsible for: (i) the accuracy, integrity, and legality of any information submitted through the Sites; and (ii) any action taken with respect to your account. You acknowledge and agree that you, either directly or through Company, have consented to ePlan's collection and use of your information, including as set forth in the ePlan Privacy Policy, and that Company is responsible for your data privacy in relation to your information.

You understand and acknowledge that ePlan may use third parties to perform some of the services you access or receive through the Sites and/or from ePlan. See the ePlan Privacy Policy for more information on how ePlan transmits, uses, shares and protects business, financial and personal information.

Artificial Intelligence. By using the Sites, you may engage tools, features, products, or technologies, that incorporate or utilize artificial intelligence including but not limited to generative or traditional machine learning, chatbots, digital assistants, conversational, interactive, or agentic solutions or other automated processes, in connection with the Services (“AI Powered Features”), provided by ePlan or other third parties to process your information. When you are interacting with AI Powered Features, you are responsible for enabling such interactions and the content you input into, or share with, such AI Powered Features. You agree and acknowledge that AI Powered Features may capture, record, monitor, and transcribe any information you provide and may transmit such information to third parties in connection with the Services. ePlan may use

information you provide to develop, improve, upgrade, or enhance the performance, accuracy, reliability, and usefulness of our services, business operations, and AI Powered Features, or as otherwise permitted by these Terms.

When engaging with AI Powered Features, you shall not use the AI Powered Features or its output for any Prohibited Uses as set forth below or in any way that is inconsistent with any applicable laws. You may only use AI Powered Features for their intended use, in connection with the Services offered by, or through us, and in compliance with these Terms. You acknowledge AI Powered Features may make mistakes or errors and are not intended or designed to replace or override human decision-making. You shall not rely on any output for legal, financial, health, or employment decisions and are solely responsible for the use of, or reliance on, the information provided by AI Powered Features and any action taken thereof, including, but not limited to, the accuracy, applicability, reasonableness, or bias of any output. You shall not utilize AI Powered Features for automated decision making without ensuring any final decision is made with human oversight.

ALL AI POWERED FEATURES ARE PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMITTED BY LAW, EPLAN DOES NOT MAKE ANY WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS ALL LIABILITY RELATING TO ANY AI POWERED FEATURES, THE OUTPUT THEREFROM, AND USE OF SUCH OUTPUT. YOU AGREE THAT YOUR USE OF OUTPUT IS AT YOUR OWN RISK.

Prohibited Uses. You may use the Sites as authorized by Company and/or ePlan and only for lawful purposes and in accordance with these Terms. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To generate, submit, or engage with content that is hateful, harassing, discriminatory, sexually explicit, violent, or related to self-harm or suicide.
- To infringe upon or misappropriate any third-party rights.
- To develop, train, or improve artificial intelligence, tools, or products.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate ePlan, an ePlan employee, another user, or any other person or entity (including, without limitation, by using email addresses or account log-in information associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites, or which, as determined by ePlan, may harm ePlan or users of the Sites, or expose them to liability.
- To use the Sites in any way that is misleading, deceptive, or perpetuates fraud.

Additionally, you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Sites, including their ability to engage in real time activities through the Sites.

- Use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including, but not limited to, scraping, crawling, harvesting, monitoring or copying any of the material on the Sites, except as otherwise expressly approved by ePlan.
- Use the Sites for any other purpose not expressly authorized in these Terms or the Company's Agreement with ePlan, if applicable, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Sites.
- Introduce any malicious software which may include viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Sites, the server on which the Sites is stored, or any server, computer, or database connected to the Sites.
- Perform, or request that anyone perform on your behalf, any vulnerability or penetration testing of the Sites or ePlan's network or systems, including any cloud hosted environment, without ePlan's prior written approval.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

Content and Materials. You acknowledge that ePlan is not rendering legal, tax, accounting, or investment advice in connection with the services and/or your use of the Sites. ePlan is not responsible for your compliance with, nor will ePlan provide legal or other financial advice, with respect to any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"). You are responsible for your compliance with all applicable Laws.

Transmission of Data. You acknowledge that transmission of data across the internet may not be secure. ePlan is not responsible for the loss, interception or interruption of communications or data sent through the internet. You acknowledge that by submitting communications through the Sites, no confidential, fiduciary, contractually implied or other relationship is created between you and ePlan other than pursuant to these Terms.

Availability of Services. Services that may be accessed from, displayed on, or linked to from your device are not available in all languages or in all countries. ePlan makes no representation that Services are appropriate or available for use in any particular location. ePlan and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. ePlan may also impose limits on the use of or access to certain Services without notice or liability.

Consent To Communications. As part of the Services or your use of the Sites, ePlan may receive or collect information about you which may include, but is not limited to, your name, address, email address, and phone number(s), including mobile phone number ("Contact Information"). By accessing, using, and providing information to or through the Sites, you consent to all actions taken by ePlan with respect to your information in compliance with the ePlan Privacy Policy or in any other way we may describe or for which you provide authorization. You consent to receive communications from ePlan, or from third parties authorized by or on behalf ePlan, and such parties may communicate with you by emails or by posting notices on or through the Sites. You agree that all agreements, notices, disclosures, and other communications that are sent to you electronically satisfy any legal requirement that such communications be in writing.

You represent that your Contact Information is accurate and that you are the subscriber of such phone number. You agree to immediately notify the Company and/or ePlan if any of your Contact Information becomes inaccurate. You agree that ePlan, including anyone contacting you on ePlan's behalf, may also call you, including, without limitation, through the use of an Automated Telephone Dialing System ("ATDS"), pre-recorded or artificial voice messages, or send text messages to the phone number contained in Contact Information regarding the Sites and that you have consented to receive such informational messages about the Sites. While you authorize ePlan Services to send messages using an ATDS, the foregoing shall not be interpreted to suggest or imply that any text messages sent by or on behalf of ePlan are in fact sent using an ATDS. Message and data

rates may apply to any text messages.

Some user preferences, including enabling or disabling text messaging, may be managed by accessing your notifications and communications preferences in the Sites. You may also manage your communication preferences by contacting ePlan, if applicable, contacting Company, or by following the instructions in the communication you receive.

Duty to Notify and Indemnify Regarding Change to Phone Number(s). If at any time you stop using the phone number(s) contained in your Contact Information, including if you cancel your service plan or sell or transfer your mobile phone number to another party, you agree that, before ending your use of that phone number, you will notify ePlan, if applicable, Company, and/or remove your number from the Sites. You understand and agree that your agreement to notify ePlan of any such change to your telephone number is a material part of these Terms. You further agree that, if you discontinue the use of your phone number without notifying ePlan or Company of such change, you will be responsible for all costs, including attorneys' fees, and liabilities incurred by ePlan, or any party acting on its behalf that attempts to contact you at your number, as a result of claims brought by individual(s) who are later assigned that telephone number. You agree that you shall indemnify, defend, and hold ePlan harmless from any claim or liability resulting from your failure to notify us of a change in your Contact Information, including any claim or liability under the Telephone Consumer Protection Act, or similar state and federal laws, resulting from ePlan or anyone acting on ePlan's behalf attempting to contact you at the phone number provided to ePlan.

Termination. ePlan reserves the right to limit, suspend, or terminate your access to the Sites, without notice, at any time for any reason. ePlan reserves the right to change or discontinue, temporarily or permanently, the Sites, and those products and services available on the Sites, including but not limited to revising and/or deleting features or other information without prior notice. You agree that ePlan will not be liable to you for any damages resulting from its modification, suspension, discontinuance, or deletion of the Sites, any elements comprising the Sites, or any products or services available on or through the Sites. We reserve the right, at our sole discretion, immediately and without notice to you, to suspend or terminate your account and/or your ability to access the Sites for any reason.

Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SITES (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE SITES) IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. EPLAN EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND WITH REGARD TO THE SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ARISING FROM A COURSE OF DEALING, LOSS OF DATA OR LOSS PROFITS, USAGE OR TRADE PRACTICE. EPLAN WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECTS IN THE SITES, OR FOR THE INCOMPATIBILITY BETWEEN THE SITES AND FILES AND THE USER'S BROWSER OR OTHER WEBSITE ACCESSING THE SITES. EPLAN MAKES NO WARRANTY OF ANY KIND THAT THE SITES OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S APPLICATIONS, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT NEITHER EPLAN NOR EPLAN'S LICENSORS ARE LIABLE FOR ANY CONSEQUENCES, LOSSES, CLAIMS, EXPENSES, DEMANDS, DAMAGES, OR LIABILITY RESULTING FROM YOUR USE OF THE SITES, BREACH OR FAILURE TO COMPLY WITH THESE TERMS, INCLUDING ANY UNAUTHORIZED ACCESS TO, OR USE OF, THE SITES. YOU FURTHER UNDERSTAND AND AGREE THAT EPLAN AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST DATA OR COMPUTER FAILURE OR MALFUNCTION ARISING OUT OF THE USE OR INABILITY TO USE THE SITES OR ANY RELATED COMPONENT OR SERVICES OR ANY FAILURE OR DELAY IN DELIVERING SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), EVEN IF EPLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. You agree to indemnify, defend, and hold ePlan and its respective officers, directors, licensors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with: i) your use or misuse of, or inability to use, the Sites; ii) your violation of any of the Terms; iii) your violation of any rights of another party, including any other user of the Sites; or iv) your violation of any applicable Laws.

Governing Law. These Terms are governed by the governing law of Company's Services Agreement with ePlan. If Company is accessing or using the Sites in a test environment and has not yet entered into a Services Agreement, these Terms and all aspects of the relationship between ePlan and Company shall be governed by the laws of the state of New York, without regard to, or application of, its conflict of laws, rules and principles. If you are accessing the Sites in your individual capacity and there is no applicable Services Agreement with ePlan, the Terms shall be governed exclusively by the laws of the State of New York, without regard to, or application of, its conflict of laws, rules, and principles, except for the Dispute Resolution provision below, which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA").

Dispute Resolution. Except where your claim arises under or is related to a Service Agreement with ePlan , in which case such Agreement shall control, any controversy, claim, or dispute arising out of, related to, or in connection with, the Sites, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of these Terms. One separate neutral arbitrator must be selected and appointed for each dispute, and no disputes will be heard by a panel of more than one arbitrator. Any dispute arising out of, or in connection with, the Terms will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. You agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either you or ePlan. Neither you nor ePlan will be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Both you and ePlan must only bring claims against each other in their individual capacity. This arbitration provision shall survive any cancellation or termination of your use of the Sites.

YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO

HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE.

CLASS ACTION WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR EPLAN SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES RELATED TO THESE TERMS OR SITES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ASSERT ANY DISPUTE OR CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS TO ASSERT A CLASS CLAIM, CLASS ACTION, OR A CLAIM OTHER THAN IN AN INDIVIDUAL CAPACITY RELATED TO THESE TERMS OR SITES, ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. BY AGREEING TO THESE TERMS AND USING THE SITES, YOU UNDERSTAND AND AGREE THAT YOU WILL NOT BE ABLE TO: (1) BRING A CLAIM AGAINST EPLAN AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.

Force Majeure. ePlan shall not be responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in performance under these Terms due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a “Force Majeure Event”).

Potential Disruption of Service. Access to the Sites may from time to time be unavailable, delayed, limited, or slowed due to, among other things, hardware and/or software failures, errors, or bugs, or Force Majeure Events. ePlan shall not be liable for any delay or failure to perform resulting from these or other causes outside of its control.

Assignment. The Terms may not be assigned by you to any third parties without the prior written consent of ePlan. Any assignment made without such consent will be null and void.

Amendments. ePlan may modify any provision of these Terms by updating the link to these Terms. Your continued use of the Sites after the effective date of the revised Terms constitutes acceptance of the Terms.