



CLA (CliftonLarsonAllen LLP)
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CLAconnect.com

This Assurance Information Exchange Portal Agreement (“Agreement”) is made by and between you (“Client”) and CliftonLarsonAllen LLP (“Firm”), effective on the date it is executed by Firm’s authorized representative, upon the following terms and conditions:

1. **Purpose.** Firm provides an Assurance Information Exchange portal (secure Internet site) to permit easy and secure electronic transfer of documents between Client and Firm. The Assurance Information Exchange portal may also contain documents created and uploaded by the Client to the Assurance Information Exchange portal until all engagement requirements are satisfied.

2. **Use.** The Assurance Information Exchange portal web-based applications are exclusively provided to clients of Firm and are intended for their sole use. By using any feature of Firm’s Assurance Information Exchange portal, Client and Client’s assigned agents consent to the following terms and conditions and acknowledge that Firm is relying on such consent in allowing Client and Client’s assigned agents to use the Assurance Information Exchange portal. Firm may modify, suspend, discontinue or restrict the use of any portion of the Assurance Information Exchange portal, including the availability of any portion of the content at any time, without notice or liability. Similarly, Firm may amend the terms and conditions of this Assurance Information Exchange Portal Agreement at any time. Such terms will be communicated in the electronic End User License Agreement. Continued use of the Assurance Information Exchange portal after the posting of any amended terms and conditions shall constitute agreement by Client and Client’s assigned agents to be bound by any such changes.

3. **Service Availability.** Firm will reasonably endeavor to provide 24 hour daily availability of the Assurance Information Exchange portal. However, Firm makes no representation or warranty that 24 hour service will be available. Client agrees and acknowledges that the Assurance Information Exchange portal will, at times, be unavailable for any number of reasons, including regularly scheduled maintenance, service upgrades, or mechanical or electronic failures. Client further understands and agrees that use of the Assurance Information Exchange portal may be impacted by factors related to Client’s Internet service provider(s), public networks, and such other relevant entities (“Third Party Service Providers”) and by factors related to Client’s workstations/hardware, Client’s operating systems, Client’s software, and Client’s web browsers. Firm is not responsible for any such impact or for any problems or technical malfunctions of any telephone or fiber network or lines, computer on-line systems, servers or providers, computer equipment, software, or any combination thereof, including any injury or damage to Client’s computer or peripherals related to downloading any materials from the Assurance Information Exchange portal, and is likewise not responsible for the failure of any e-mail to be received as a result of any such problems or technical malfunctions.

4. **Security.** Firm will reasonably endeavor to make the Assurance Information Exchange portal secure from unauthorized access. The Assurance Information Exchange portal server operating system and application software will be updated and virus-scanned regularly. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised.

5. **Logon Accounts and Their Security.** In order to maintain security, Client agrees to designate _____ (name(s)) _____

(email address(es)) as the “Client Primary Contact(s). Client may identify additional or replacement “Client Primary Contact(s)” as desired. The Client Primary Contact(s) is responsible for maintaining a Portal Access Group and notifying the CLA Engagement leader when client employees need to be added or removed from the Portal. All Client Primary Contact(s) will have equal ability to authorize and communicate Portal Access Group changes to the CLA Engagement leader.

Upon being added to the Portal, an initial logon password will be transmitted to each user via email. Users will be prompted to change their passwords upon initial logon. **(Firm strongly recommends that Client establish a policy that logon information not be shared among Client’s employees).** For additional security, CLA has implemented client multi-factor authentication (MFA) as part of this solution. MFA requires the use of email or SMS authentication. Client will be asked to provide both cell phone and email to use this solution.

The Client Primary Contact(s) and all users of individual logon accounts will be responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of their usernames and passwords, (2) not allowing another person to use their usernames or passwords, and (3) any charges or damages that may be incurred as a result of their neglect to maintain the strict confidentiality of their usernames and passwords.

6. **Termination of Logon Account.** As noted above, Client is solely responsible for notifying CLA Engagement Leader when a Client user ceases to be an authorized agent of Client (e.g., when a user's employment or other relationship with Client terminates). Thereafter, CLA will rescind access to the respective Portal.

Firm reserves the right to terminate client logon accounts, without notice, that have remained unused for over 12 months.

7. **Documents Stored on the Assurance Information Exchange portal.** Firm may upload sample documents, requested document lists, name of previously submitted documents and descriptive notes for Client reference. Client shall keep this in mind in deciding to whom access to the Assurance Information Exchange portal will be granted.

The Client Primary Contact(s) and those identified in the Portal Access Group may upload, download, view, edit and delete documents from the Assurance Information Exchange portal

Firm reserves the right to delete documents from the Assurance Information Exchange portal at any time and for any reason. That said, documents uploaded to the Portal may be retained on the Portal for up to 18 months or until engagement requirements are met or until requested to be deleted by the Client or until Client terminates this agreement. Requests for destruction must be initiated by the Client Primary Contact(s) via email or in writing and will be processed by the CLA Engagement leader.

Firm reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Firm's sole discretion. Client will indemnify Firm and hold Firm harmless for all time and costs (including attorney fees) that Firm is compelled to incur in responding to subpoenas, discovery requests, or other legal process (including government requests) resulting in any way from the documents contained on the Assurance Information Exchange portal.

8. **Client's Responsibility.** Client must, at Client's own cost: (a) provide for Client's own access to the Internet and pay any service fees, telephone charges and online service usage associated with such access, and (b) provide all equipment necessary for Client to make connection to the Assurance Information Exchange portal, including a computer and any network devices.

9. **No Unlawful or Prohibited Use.** As a condition of using of the Assurance Information Exchange portal, Client warrants to Firm that Client and Client's assigned agents will not use the Assurance Information Exchange portal to conduct or solicit any activity that is unlawful or that is otherwise prohibited by any contractual provision by which Client is bound. Client may not use the Assurance Information Exchange portal in any manner that could damage, disable, overburden, or impair the Assurance Information Exchange portal or interfere with any other party's use of the Assurance Information Exchange portal. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Assurance Information Exchange portal. Client agrees to comply with all applicable laws, rules, and regulations in connection with the Assurance Information Exchange portal.

10. **Icons, Logos, and Other Proprietary Material.** The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Assurance Information Exchange portal are registered and common law trademarks of Firm. Nothing contained on the Assurance Information Exchange portal should be construed as granting, by implication, or otherwise, any license or right to use any of the Trademarks displayed on the Assurance Information Exchange portal without the written permission of Firm. Use of any of the Trademarks displayed on the Assurance Information Exchange portal or displayed on any content on the Assurance Information Exchange portal is strictly prohibited. Client and anyone whom Client authorizes to use the Assurance Information Exchange portal should assume that everything they see or read on the Assurance Information Exchange portal is copyrighted and is a trade secret and may not be used without the written permission of Firm.

11. **Links to Third Party Sites.** CLA has contracted with Okta, Expium, Contegix and Microsoft for the purpose of providing a seamlessly integrated CLA branded product. The Assurance Information Exchange portal may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of Firm and Firm is not

responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Firm is not responsible for webcasting or any other form of transmission received from any Linked Site. Firm is providing these links only as a convenience to Client, and the inclusion of any link does not imply endorsement by Firm of the Linked Site or any association with the operators of the Linked Site.

12. **Confidentiality, Information Protection, and Protection of Data.** Notwithstanding any existing legal or contractual obligations regarding confidentiality between Client and Firm, Firm undertakes to treat all knowledge relating to business secrets, which come into Firm's possession through the use of the Assurance Information Exchange portal, as confidential. Firm shall assure that any protected data that comes into Firm's possession through the use of the Assurance Information Exchange portal is not transmitted to any unauthorized person. In partial consideration of the opportunity to access the resources of the Assurance Information Exchange portal, Firm agrees to maintain the strict confidentiality of access of the Assurance Information Exchange portal and its data to Firm and Firm's assigned agents, and to indemnify and hold harmless Client and its officers, shareholders, and employees and their heirs, successors, and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs, and expenses, including without limitation, reasonable attorney fees and liabilities of every kind that may arise from Firm's or Firm's assigned agents' use of the Assurance Information Exchange portal or because of violation of these terms and conditions of use.

13. **Term and Termination.** This Agreement and the services contemplated by it may be terminated by either Firm or Client with or without cause and with or without notice at any time; provided, however, that the warranty disclaimers and liability waiver set forth below in Paragraph 14 shall survive any such termination. Upon termination of this Agreement or relationship by Client or Firm, Client has 30 days to download portal content from the Assurance Information Exchange portal. Thereafter, the Portal Access Group will be removed and documents purged. Notice of termination may be sent via email or in writing. This Agreement is automatically terminated if the Client/Firm relationship is ended.

14. **Warranty Disclaimer and Liability Waiver.** FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE ASSURANCE INFORMATION EXCHANGE PORTAL. FURTHERMORE, FIRM DOES NOT WARRANT THAT THE ASSURANCE INFORMATION EXCHANGE PORTAL'S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ASSURANCE INFORMATION EXCHANGE PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND FIRM SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR OTHERWISE EXPRESSLY PROVIDED BY APPLICABLE LAW OR REGULATION, CLIENT AGREES THAT NEITHER FIRM, NOR ANY PARTY THAT PROVIDES INTERNET ACCESS OR EQUIPMENT USED TO ACCESS THE ASSURANCE INFORMATION EXCHANGE PORTAL (INCLUDING "THIRD PARTY SERVICE PROVIDERS" AS DEFINED ABOVE), NOR ANY AGENT, INDEPENDENT CONTRACTOR, OR SUBCONTRACTOR OF ANY OF THE FOREGOING WILL BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE ASSURANCE INFORMATION EXCHANGE PORTAL, ITS CONTENT, ITS SECURITY OR ANY SERVICES PROVIDED IN CONNECTION WITH IT, OR OUT OF THE INTERNET ACCESS PROVIDER USED TO ACCESS THE ASSURANCE INFORMATION EXCHANGE PORTAL OR THE EQUIPMENT USED TO ACCESS THE ASSURANCE INFORMATION EXCHANGE PORTAL, INCLUDING, WITHOUT LIMITATION, ANY LOSS, INJURY, OR DAMAGE RELATING TO ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE OR UNAUTHORIZED INTERCEPTION OR ACCESS TO THE COMMUNICATION BETWEEN FIRM AND CLIENT, EVEN IF FIRM OR THE THIRD PARTY SERVICE PROVIDERS ARE AWARE OF THE POSSIBILITY OF SUCH EVENTS.

15. **Miscellaneous.** The individuals signing this Agreement each represent and warrant that they are authorized to enter into this Agreement on behalf of Client and Firm, respectively, as those terms are defined in this Agreement. This is the entire agreement between Firm and Client regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between Firm and Client. This Agreement is made and entered in the State of Minnesota and is to be construed under the laws of the State of Minnesota exclusive of its choice of law provisions, as they from time to time exist.

Executed by the parties acting by and through their authorized representatives on the dates set forth below.

CLIENT: _____

FIRM: CLIFTONLARSONALLEN LLP

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

CLA Client ID _____

CliftonLarsonAllen LLP
Assurance PBC AGREEMENT
Additional Clients (Optional)

Client Name _____ CLA Client ID _____

Client Name _____ CLA Client ID _____

Client Name _____ CLA Client ID _____

Client Name _____ CLA Client ID _____

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