

**DERMODY, BURKE & BROWN, CPAs, LLC**  
**CLIENT PORTAL AGREEMENT**

This Client Portal Agreement ("Agreement") is made by and between DERMODY, BURKE & BROWN, CPAs, LLC, Certified Public Accountants (the "Firm") and the undersigned ("Client" or "You") effective on the date it is executed by the Firm's authorized representative upon the following terms and conditions:

1. **Purpose.** The Firm owns and provides a Client Portal to permit easy and secure electronic transfer of documents between Client and the Firm and Client access to certain documents created or maintained by the Firm. The Client portal web-based applications are exclusively provided to the Firm's clients and intended for their sole use.

2. **Use.** By using any feature of the Firm's Client Portal, Client consents to the following terms and conditions and acknowledge that the Firm is relying on your consent in allowing you to use the Firm's Client Portal. Your continued use of the Firm's Client Portal after the posting of any amended terms and conditions shall constitute your agreement to be bound by any such changes. The Firm may modify, suspend, discontinue or restrict the use of any portion of the Firm's Client Portal, including the availability of any portion of the content at any time, without notice or liability.

3. **Service Availability.** The Firm will use its best reasonable efforts to provide 24-hour daily availability of the Client Portal Service. However, the Firm makes no representation or warranty that 24-hour service will be available. The Firm shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Client Portal. The Firm is not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail to be received by the Firm on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the Client's computer or peripherals related to downloading any materials in from the Client Portal.

4. **Security.** Client Portal utilizes 256-bit, Secure Socket Layer (SSL) encryption with password protected access. Documents are encrypted before being passed over the internet and while being stored on the Portal. Documents are hosted on a Business Logic Layer, so a username and password are required to access files. In addition, documents added to Portal are scanned for viruses before being uploaded. All files are maintained behind firewalls to protect against outside intruders. The Firm will use its best efforts to make the Client Portal secure from unauthorized access. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised.

5. **Logon Accounts and Their Security.**

a) The Firm will set up individual logon accounts for those of Client's employees who need access to the Client Portal. Each account will have access only to those document areas requested by Client. (The Firm strongly recommends that Client establish a policy that logon information not be shared with others). In order to maintain security, Client agrees to designate a single individual as the authorized person to contact the Firm to request employee logons. The initial designee is listed below. All initial logon passwords will be transmitted to the designee by email, which will then be changed by you.

b) You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing the Firm in writing of any need to deactivate a username due to security concerns or otherwise. The Firm is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Firm's Client Portal using your username or password. You shall immediately notify the Firm of any unauthorized use of your username or password and any breach of confidentiality. Until the Firm receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the Firm's Client Portal.

6. **Termination of Logon Account.** Client agrees to notify the Firm's IT department via e-mail at IT@dbllc.com in writing when an individual logon account is to be terminated. The Firm will make every effort to confirm and terminate access as soon as possible. However, Client cannot be assured that access has been terminated until IT@dbllc.com receives an e-mail confirmation of termination.

7. **Links To Third Party Sites.** The Client Portal Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of the Firm and the 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. The Firm is not responsible for webcasting or any other form of transmission received from any Linked Site. The Firm is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Firm of the site or any association with its operators.

8. **No Unlawful Or Prohibited Use.** As a condition of your use of the Client Portal Website, you warrant to the Firm that you or your approved users will not use the Firm's Client Portal website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Firm's Client Portal website in any manner which could damage, disable, overburden, or impair the Firm's website or interfere with any other party's use and enjoyment of the Client Portal Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Client Portal Website.

9. The 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 the Firm's sole discretion.

10. **Client's Responsibility.** You must at your own cost: (a) provide for your 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 you to make such connection to the Client Portal, including a computer and modem.

11. **Dispute Resolution.** The parties agree that any dispute between Client and the Firm relating to this Agreement, or the breach of it, shall, if negotiations and other discussion fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect before resorting to arbitration. The parties agree to conduct the mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Failure or refusal by either party to mediate shall not in any way affect any subsequent arbitration. The parties agree to conduct the mediation in Syracuse, New York, or another mutually agreed upon location.

If the dispute is not resolved by mediation, the dispute shall be subject to binding arbitration under the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with these rules. The parties agree to conduct the arbitration in Syracuse, New York, or another mutually agreed upon location. The arbitrator may only award actual damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys and expert witness fees, court costs, and the administrative costs, fees, and expenses of the AAA, as the case may be, incurred in the same, in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither the Firm nor Client shall be compelled to arbitrate any dispute between the parties which arises out of or is related to any claim asserted against either party by a third party unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

12. **WARRANTIES.** THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL. THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THE 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. THE FIRM, ITS AFFILIATES, EMPLOYEES, AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE PORTAL, ITS CONTENT, SECURITY OR ANY SERVICES PROVIDED HEREIN. THE FIRM DOES NOT WARRANT THAT THE CLIENT PORTAL'S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE FIRM'S CLIENT PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. **Term and Termination.** This Agreement and the services contemplated by it may be terminated by either the Firm or Client with or without cause and with or without notice at any time. The Firm may at any time terminate in whole or in part the Firm's Client Portal without notice or liability.

14. **Miscellaneous.** This is the entire agreement between the Firm and Client regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between the Firm and Client. The Firm may, in its discretion alter, add to or delete the Terms and Conditions from time to time without any prior notice. Unless otherwise specified by the Firm all alterations, additions and deletions shall take effect automatically and be binding on and from the day they are posted on the Portal. This Agreement is made and entered into in the State of New York and is to be construed under the laws of the State of New York 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 Number: \_\_\_\_\_ Client Name \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized person to contact the Firm to request employee logon User IDs:

Name \_\_\_\_\_ Title \_\_\_\_\_ Email \_\_\_\_\_

## CLIENT PORTAL SETUP

Please fill out the following to get the proper Client Portals setup. Note: each entity you have will require its own unique Client Portal.

CLIENT NUMBER: \_\_\_\_\_ CLIENT NAME: \_\_\_\_\_

### Client Access Users

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

CLIENT NUMBER: \_\_\_\_\_ CLIENT NAME: \_\_\_\_\_

### Client Access Users

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Please return this Client Portal Agreement via FAX 315-471-8555 Attention: Laura L. Marquart or via email to [llm@dbllc.com](mailto:llm@dbllc.com).