

GEMS Cloud

Copyright © 2024 by Gillett Publishing LLC. All rights reserved. Except as permitted under the United States Copyright Act of 1976, no part of this publication may be reproduced or distributed in any form or by any means or stored in a data base or retrieval system, without written permission of Gillett Publishing LLC. Use of the program, documentation, and related material is subject to the restrictions contained in the accompanying license agreement.

Gillett Publishing LLC 3334 West Main, Suite 452 Norman, OK 73072 www.GillettPublishing.com

End User License Agreement for Gillett Estate Management Suite Software

This end user license agreement (the "EULA") is a contract between you and Gillett Publishing LLC ("Gillett Publishing") that describes the terms and conditions applicable to your use of the Gillett Estate Management Suite (the "Software") and associated services identified below. The term "Software" includes all components of the Gillett Estate Management Suite, including state modules, as well as the Software's related internet-based components and any updates or maintenance releases of the Software that Gillett Publishing may provide to you or make available after the date you obtain your initial copy of the Software, unless accompanied by separate terms. Before using the Software, you must read and accept the terms and conditions contained in this EULA. If you do not accept this EULA you will not be able to use the Software.

1. License Grant.

A. General Terms. Gillett Publishing grants a limited, non-exclusive, non-transferable license to install and use the Software to the individual or single entity who purchases an authorized license to use the Software (together "you," "your" or "user") subject to your compliance with this EULA.

If you have licensed the single user version, in connection with the foregoing license grant, you may install, use, access, display and run the Software on an unlimited number of computers, including a server, provided that all computers and users are located at a single physical location or address, but the Software may not be used by more than one user at any one time.

If you have licensed the multiple users version, in connection with the foregoing license grant, you may install, use, access, display and run the Software on an unlimited number of computers, including a server, and have the Software used by an unlimited number of users, provided that all computers and users are located at a single physical location or address.

Except as expressly stated above, you are not licensed or permitted to do any of the following:

- (i) allow any other person to use the Software;
- (ii) rent, loan, resell or distribute a copy of the Software to any other person;
- (iii) make the Software available on any file-sharing service;
- (iv) electronically send the Software to any other person;
- (v) copy the printed materials or user documentation accompanying the Software other than as necessary to support uses permitted above; or
- (vi) use the Software in a service bureau application.

Any person who received the Software through any of the forgoing prohibited methods, or through any method other than purchasing a license for the Software from Gillett Publishing is not authorized to use such Software.

- B. Remote Workers. If you have licensed a physical location or address, a user may access the Software from his or her residence or other location, but only if all the following conditions are satisfied:
 - (i) the remote worker is your employee or a partner or principal of your firm;
 - (ii) the remote worker uses the Software only in connection with work done on behalf of a licensed physical location; and
 - (iii) the remote worker does not work from or on behalf of an unlicensed office.
- C. Cloud Services. If you have licensed the Software for use with cloud services, in connection with the foregoing license grant, you may use, access, display, run the Software and store your data in connection with such cloud services subject to the terms of the hosting service provider and software developer that provides transmission of Software and your data to the cloud, which are in addition to the terms and conditions herein, provided that you acknowledge and agree that Gillett Publishing does not provide cloud storage or hosting services nor the application that enables transmission of the Software and your data to cloud storage, and Gillett Publishing has no control over and accepts no responsibility or liability whatsoever for your use of cloud services. USE OF CLOUD SERVICES IS DONE SOLELY AT YOUR OWN RISK. YOU WAIVE AND RELEASE GILLETT PUBLISHING AND ITS REPRESENTATIVES (as defined below) OF ANY CLAIM YOU MAY HAVE NOW OR IN THE FUTURE ARISING FROM YOUR USE OF CLOUD SERVICES IN CONNECTION WITH THE SOFTWARE.
- D. Registration. You agree to register the Software and at all times keep Gillett Publishing advised of a current e-mail address so that Gillett Publishing can notify you of updates or corrections to the Software. In this regard, you agree to keep Gillett Publishing informed promptly of any change in your e-mail address, mailing address and/or phone number so that you can be notified of such updates or corrections.
 - 2. Updates. You are responsible for updating the Software with the most recent update available prior to each use of Software.
- 3. Reservation of Rights and Ownership. Gillett Publishing reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright, trade secret, and other intellectual property laws. Gillett Publishing owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of Gillett Publishing.

You shall not decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law notwithstanding this prohibition.

You may use the Software to prepare tax returns, schedules, worksheets, forms, or accountings on a professional or commercial basis (i.e., for a preparer's or other fee), provided however, you agree to indemnify and defend Gillett Publishing from and against any claims or lawsuits, as well as any liability, costs, damages, settlement and expenses (including attorneys' fees) related thereto, that arise from or result from the use of the Software on a professional or commercial basis.

- 4. Gillett Publishing Services & Third Party Services ("Services")
- A. Gillett Publishing Services.

Import Services. The Software may include a feature that allows you to import certain information from various software vendors. You are responsible for verifying the accuracy of the information that is imported.

Help and Support. Gillett Publishing may use a variety of methods (e.g., in-product, Internet, email, and phone) to provide customer support and service in connection with the Software and Gillett Publishing services. The terms and conditions governing the offering of this support are subject to change as announced by Gillett Publishing from time to time. Consult the Gillett Estate Management Suite help and support website (www.GillettPublishing.com) for the most up-to-date information relating to this support, as well as updates to the Software. Gillett Publishing will provide customer support and service for twelve months from the date the Software was initially licensed, or, if the license to the Software is renewed, for twelve months from the date of the last renewal.

Gillett Publishing may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its software and services ("Feedback"). You agree that Gillett Publishing may, in its sole discretion, use the Feedback you provide to Gillett Publishing in any way, including in future modifications of the Software. You hereby grant Gillett Publishing a perpetual, worldwide, fully transferable, non-

revocable, royalty free license to use, modify, create derivative works from, distribute, and display any information you provide to Gillett Publishing in the Feedback.

B. Third Party Services. In connection with the promotion or your use of the Software, you may be made aware of services, products, offers and promotions provided by third parties, and not by Gillett Publishing ("Third Party Services"). These Third Party Services may include, among others, the valuation of stocks, bonds, and other securities and the importation of data. If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. Your participation in such Third Party Services indicates your acceptance of such terms and conditions. You agree that the third party, and not Gillett Publishing, is responsible for the performance and customer support of the Third Party Services.

You are responsible for providing, at your expense, any access to the Internet and any required equipment. Further, Gillett Publishing may at any time change or discontinue any aspect, availability, or feature of the Third Party Services. You agree to be solely responsible for and pay or reimburse Gillett Publishing for all sales, use, transfer, privilege, excise and all other taxes and all duties, whether international, national, state or local, however designated, that are levied or imposed by reason of the performance by Gillett Publishing under this EULA, excluding taxes based on Gillett Publishing's net income.

- 5. No Professional Services. The Software is sold with the understanding that neither Gillett Publishing nor anyone else who has been involved in the creation, production, delivery, training, or support of the Software is engaged in rendering legal, accounting, or other professional service. If you determine that legal advice is required, you should seek the services of a competent professional person.
- 6. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GILLETT PUBLISHING AND ITS OWNERS, AND ANYONE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, TRAINING, OR SUPPORT OF THE SOFTWARE, AFFILIATES, LICENSORS, PARTICIPATING THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (HEREINAFTER, "REPRESENTATIVES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE OR SERVICES, DISK AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. GILLETT PUBLISHING DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER PROGRAM LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SOFTWARE, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

All warranties or guarantees given or made by Gillett Publishing with respect to the Software or Gillett Publishing services (1) are for the benefit of the registered user of the Software only and are not transferable, and (2) shall be null and void if a registered user breaches any terms or conditions of this EULA.

7. Limitation of Liability and Damages. Gillett Publishing warrants that the Software shall perform substantially in accordance with the documentation provided by Gillett Publishing (the "Warranty"). In the event a breach of the Warranty occurs, provided you provide written notice of said breach within 30 days after the Software is used in your production environment, Gillett Publishing agrees to provide you with a replacement copy of the Software, which shall be your exclusive remedy for any breach of the Warranty. You agree that you may only seek a remedy under the foregoing Warranty if you are current with payment of all fees due and owing to Gillett Publishing. YOU AGREE NOT TO HOLD GILLETT PUBLISHING AND ITS REPRESENTATIVES LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR PARTICIPATION IN THIRD PARTY SERVICES AND FOR YOUR FAILURE TO UPDATE THE SOFTWARE. ADDITIONALLY, YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF GILLETT PUBLISHING AND ITS REPRESENTATIVES FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES, AS APPLICABLE, TO GILLETT PUBLISHING.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GILLETT PUBLISHING AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO COMPUTATIONAL ERRORS, LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF GILLETT PUBLISHING OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES GILLETT PUBLISHING NOR ITS REPRESENTATIVES ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTFARE OR SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GILLETT PUBLISHING AND YOU. GILLETT PUBLISHING WOULD NOT BE ABLE TO HAVE PROVIDED THIS SOFTWARE OR SERVICES WITHOUT SUCH LIMITATIONS.

8. Miscellaneous. This EULA is a complete statement of the agreement between you and Gillett Publishing, and sets forth the entire liability of Gillett Publishing and its Representatives and your exclusive remedy with respect to the Software and Services and their use. The agents, employees, distributors, and dealers of Gillett Publishing are not authorized to make modifications to this EULA, or to make any additional representations, commitments, or warranties binding on Gillett Publishing. Any waiver of the terms herein by Gillett Publishing must be in a writing signed by an authorized officer of Gillett Publishing and expressly referencing the applicable provisions of this EULA. If any provision of this EULA is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This EULA will be governed by Colorado law as applied to agreements entered into and to be performed entirely within Colorado, without regard to its choice of law or conflicts of law principles, and applicable federal law. Headings are included for convenience only, and shall not be considered in interpreting this EULA. This EULA does not limit any rights that Gillett Publishing may have under trade secret, copyright, patent or other laws.

This EULA may be terminated by Gillett Publishing immediately and without notice if you fail to comply with any term or condition of this EULA. Upon such termination, you must immediately cease using the Software, and delete or destroy all complete and partial copies of the Software, including all backup copies. Gillett Publishing shall have the right to change or add to the terms of its EULA at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software or Services (including but not limited to internet based services, pricing, customer support options, and other product-related policies) upon notice by any means Gillett Publishing determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software or on Gillett Publishing's sponsored website (www.GillettPublishing.com).

- 9. Export Restrictions. You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations thereunder ("the Acts"). You agree and certify that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You further agree and certify that neither the Software nor any direct product thereof will be exported to: (1) those countries which are currently subject to U.S. trade embargoes; or (2) persons or entities on the U.S. "Denied Persons List," "Specially Designated Nationals List," and "Entities List."

 10. Mediation and Arbitration. Any controversy, claim, or dispute arising out of or relating to this EULA, or the breach thereof, or your
- 10. Mediation and Arbitration. Any controversy, claim, or dispute arising out of or relating to this EULA, or the breach thereof, or your use of the Software shall be settled by mediation and if unsuccessful, by binding arbitration, in accordance with the Commercial Arbitration rules of the American Arbitration Association. The parties hereby consent to the exclusive venue for such arbitration to be Oklahoma City, Oklahoma. The proceedings shall be governed by the Federal Arbitration Act and the award may be enforced in any court of competent jurisdiction. No discovery depositions shall be taken in any dispute but each party shall be entitled to make reasonable requests for documents and information, to which responses shall be due in twenty days. This EULA creates a relationship whereby a party may require emergency judicial relief pending final resolution of the dispute by arbitration, the exclusive venue and jurisdiction for which shall be in the federal and state courts sitting in Oklahoma City, Oklahoma. In such an event, the parties consent to stay the judicial proceeding immediately at the conclusion of the emergency proceeding in order to allow final resolution by arbitration. To the extent that public policy permits, the parties agree that the award shall not include consequential or punitive damages but shall only award the aggrieved party the actual damages sustained as otherwise limited by this EULA. All administrative costs of any mediation and arbitration shall be split evenly between the parties. Each party shall be responsible for paying its own attorney fees, expert fees and litigation expenses and not those of the adversary. All arbitration and mediation hearings shall be conducted in Oklahoma City, Oklahoma.

Gillett Publishing LLC 3334 West Main, Suite 452 Norman, OK 73072

Table of Contents

GEMS Cloud

- §1.01 Introduction
- §1.02 Licensing Cloud Seats and Selecting the Supervisor
- §1.03 Using Your Cloud Supervisor Code
- §1.04 Creating User Accounts
- §1.05 Cloud Supervisor
- §1.06 Launching GEMS Cloud
- §1.07 Importing Macros, Preparers, and Cover Letters
- §1.08 Saving Files to Your Local Drive

GEMS Cloud

§1.01 Introduction

You can now launch the Gillett Estate Management Suite in the cloud, permitting you to create and access data files from any internet connected device that uses the Windows operating system. If you license GEMS Cloud, you will always be running the latest versions of each module, eliminating the need to update GEMS on your local network and computers. GEMS Cloud will also eliminate connectivity issues that you may be experiencing on more complicated network installations.

► A GEMS license is limited to a single geographic location, and you must have a separate license for each office that uses GEMS. If your firm licenses GEMS Cloud, only professionals in a licensed office are authorized to access the cloud application.

If you license GEMS Cloud, you will still be able to install and launch GEMS from a local installation. Beginning with the 2023 edition, GEMS Cloud permits you to access annual editions of GEMS for which you have a GEMS license even if those editions are not installed locally.

➤ You must continue to use a local installation to access GEM706 and GEM709 data files for years prior to 2023.

You must purchase a seat to access GEMS Cloud. If you have a GEMS single user license, you can only purchase one seat. Like a single user license, any professional in a licensed office can access GEMS Cloud, but only one person at a time. Even if a person is using GEMS from a local installation, you will be able to launch GEMS Cloud. Similarly, if someone is using GEMS Cloud, another person will be able to launch GEMS from a local installation.

If your office has a multiple user license, you can purchase multiple seats. If you purchase two seats, any two members of your licensed offices can access GEMS Cloud simultaneously. Even though there might be five professionals that need access, it is unlikely that they will need access concurrently. If your seats are occupied, additional users in a licensed office can always access GEMS from a local installation.

GEMS Cloud is installed on a dedicated server that is owned, maintained, and secured by Microsoft Azure. GEMS Cloud uses GraphOn Corporation and its GoGlobal application controller to host GEMS Cloud. GoGlobal is a remote access application that allows users to run Windows applications installed on a remote server.

You will continue to store your data files on your network or local computers to eliminate concerns about the security of cloud storage. This can include file sharing devices such as Dropbox. Your firm's own firewalls and safeguards will continue to protect your clients' confidential information.

▶ By maintaining your files on your local computer, GEMS Cloud helps to ensure that you don't have two copies of the same data file and that you are always editing the most recent version.

When you edit a data file, GEMS Cloud uploads the file to the cloud to eliminate the need to regular communicate with your local computer. When you are finished, the file is returned to your local drive. GoGlobal uses AES symmetric encryption to encrypt the file while uploading and downloading the file from your local computer to GEMS Cloud. For more information with respect to GoGlobal's security protocols, see https://www.graphon.com/blog/zero-trust. For more information with respect to AES security protocols, see https://en.wikipedia.org/wiki/Advanced_Encryption_Standard. Once GEMS Cloud obtains access to the file, it immediately encrypts the data using the same encryption method, and the file remains encrypted while it is open in GEMS Cloud. In addition, Microsoft Azure, the cloud host, adds an additional layer of encryption while hosting GEMS. See https://learn.microsoft.com/en-us/azure/virtual-machines/disk-encryption-overview.

► GEMS Cloud has access to your data file only while you edit that file and never retains a copy in the cloud when you exit. During uploading, editing, and downloading, your file remains encrypted.

To further secure your data, GEMS maintains separate executable codes in the cloud for each firm. In other words, every firm has its own separate installation of GEMS in the cloud.

As explained in the GEMS manuals, you have the option of encrypting data files by assigning a unique password to each file. See §11.09 of the GEM706 manual, §10.28 of the GEMAcct manual, and §8.17 of the GEM709 manual. When you use GEMS Cloud to access a password protected file, you will be asked to first enter the assigned password. Password protected files are already encrypted on your local drive and remain encrypted while they are uploaded, edited, and downloaded as explained above.

When you license GEMS Cloud, you will receive a Cloud Supervisor code. This is a private code that select members of your firm can use to take administrative actions related to your GEMS Cloud subscription, including inviting new users, deactivating existing users, and viewing your firm's cloud usage.

If your connection with GEMS Cloud is inactive for 15 minutes, the cloud returns to the Administrator, saving your file to your local drive. If the connection remains inactive for an additional 2 minutes, GEMS Cloud terminates your session and vacates your seat to make it available to others. If you are logged out due to inactivity, it may take a short time for the seat to reset.

§1.02 Licensing Cloud Seats and Selecting the Supervisor

A GEMS Cloud license is linked to a single office. If your firm licenses GEMS for more than one location, each location should have a separate cloud license.

▶ When you access GEMS Cloud, you will only be able to access those state modules licensed by the office that is linked to the cloud account.

The firm Supervisor must invite firm members to join the cloud. Each invite will receive an email which contains a link to permit that person to create their own login ID and password. The Supervisor will also be able to deactivate a user's account in the event a person leaves the firm.

Licensing Seats With Initial GEMS License

You can purchase cloud seats when you initially license GEMS. If you click Purchase on the upper menu bar on www.GillettPublishing.com, GEMS displays licensing information and pricing:



Click Continue, and GEMS displays the following:



Click New Licensee at the bottom of the window:

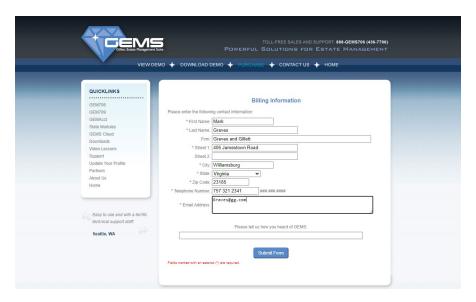


In the top portion, select the annual edition you desire to license and any state modules. At the bottom, indicate the number of seats you want to purchase. If you are licensing the single user version, you can only purchase one seat. For the multiple user version, you can purchase an unlimited number of seats, remembering that everyone who occupies a seat must work in the licensed office.

The price of seat licenses is displayed at the bottom of the window. You must license a seat for 6 months. When you initially license a seat, the first month's cost is prorated since all seat licenses expire at the end of a month.

► Gillett Publishing does not mark up the cost of seats.

After entering the relevant information, click Purchase and complete the billing information:



You can enter multiple email addresses.

- ► Important update information is sent to the email recipients. It is important to identify at least one professional who will be using GEMS.
- ► Each person you identify will receive the Cloud Supervisor code.

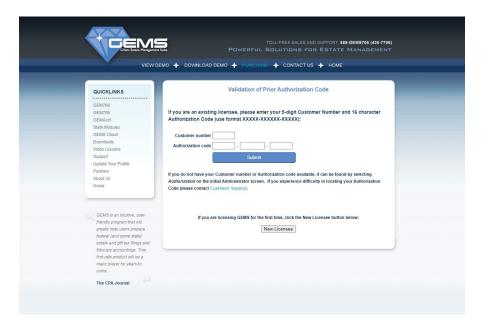
After agreeing to the license agreement, GEMS displays a summary of the transaction. Enter your credit card information and click Submit to complete the transaction.

The identified individuals will receive two emails. The first is a receipt. The second entitled "Your GEMS Purchase" will include important information about your license, including your 5-digit customer identification code and your 16-digit authorization code. It also includes installation instructions.

If you have purchased seats for GEMS Cloud, you will receive an additional email entitled "Your Cloud Environment is Ready" after GEMS completes the necessary work to setup your cloud account.

Adding Seats to Existing GEMS License

To license cloud seats if you have an existing GEMS license, the process is generally the same as outlined above. You will advance to the Validation of Prior Authorization Code window:



If your firm has already licensed GEMS and now wishes to license cloud seats, enter your 5-digit customer number and 16-digit authorization code which you can find by clicking About on the GEMS initial Administrator screen. GEMS displays the following:



At the bottom of the window, enter the number of seats that you desire to license. The price for each seat is displayed at the bottom of the screen. Note that you must license a seat for 6 months. The additional seats expire at the same time as original seats. As a result, the initial period for the additional seats may be less than 6 months.

► Gillett Publishing does not mark up the cost of seats.

If you have already licensed seats, GEMS displays details with respect to your current seats on the above window:



Additional seats expire at the same time as your existing seats. As a result, their initial term will be less than 6 months, and their cost reflects the shorter period. After selecting the number of additional seats, Click purchase and complete the screens that follow.

§1.03 Using Your Cloud Supervisor Code

When you purchase your cloud seats, those individuals identified to receive GEMS emails will receive an email entitled "Your GEMS Cloud Environment is Ready!"

Congratulations! Your GEMS Cloud environment is ready to use! The Cloud Supervisor must invite users to join your GEMS Cloud subscription through the <u>Cloud Supervisor portal</u> on GillettPublishing.com. This portal permits the designated Cloud Supervisor to invite new users, deactivate existing users, and view your firm's GEMS Cloud usage.

To access your Cloud Supervisor portal you must enter the following information:

Customer Number 12345

Cloud Supervisor Code EAE44-EA432K-51C6N

You should only share your code with authorized administrators from your firm.

If you have any comments or questions regarding installation or operation of GEMS Cloud, please call customer support at 888-GEMS706 (436-7706).

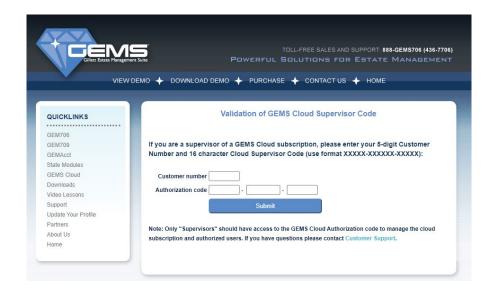
Again, thanks for your business.

Note that the above email includes your customer number and your Cloud Supervisor code.

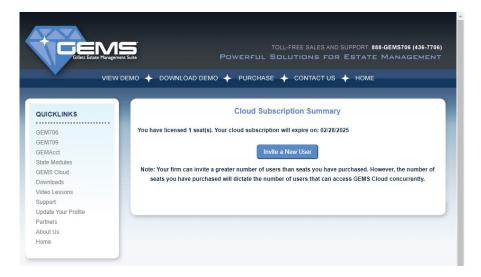
➤ You must retain your Supervisor code. If you lose or forget your Cloud Supervisor code, you will need to contact GEMS technical support.

As the email indicates, you can share the code with other administrators in your firm if you would like more than one individual to act as Supervisor. Also, you can select someone other than the email recipients as the Supervisor. In this case, forward the email so that person can create the Supervisor account.

When you click the "Cloud Supervisor portal" link in the above email, GEMS displays the following:

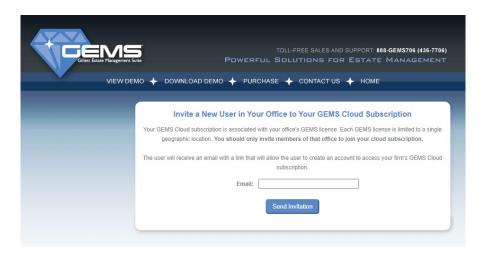


After you enter your customer number and your newly assigned Supervisor authorization code, GEMS permits you to invite your first user:

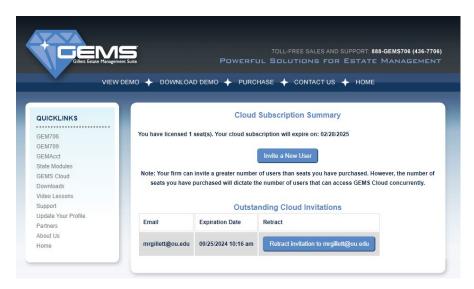


As Supervisor, you can invite multiple members of your firm to access the cloud. However, the number that can access GEMS Cloud concurrently is limited to the number of seats that you have purchased.

When you click the link in the above window, GEMS asks for the user's email address:



After inviting the first user, GEMS confirms the invitation and permits you to access the Cloud Administrator:



For a discussion on how to access the Cloud Administrator and the Supervisor's responsibilities, see §1.05.

§1.04 Creating User Accounts

When the Cloud Supervisor invites an individual to join the cloud, that person will receive an email like the following:

You have been invited to join your firm's GEMS Cloud subscription. To start using GEMS Cloud, accept the invitation and create your account by clicking this link!

If you have any questions regarding installation or operation of GEMS Cloud, please call customer support at 888-GEMS706 (436-7706).

When you click the embedded link, GEMS displays the following:



To access GEMS Cloud, you must enter your username and password. You must also enter your office location.

▶ A GEMS license is limited to a single geographic location, and you must have a separate license for each office that accesses GEMS. If your firm licenses GEMS Cloud, only professionals in the licensed office are authorized to access the cloud application.

GEMS notifies you that you have successfully created a GEMS Cloud user account and displays your username:



The user will receive a final email entitled "Your GEMS Cloud Account is Ready."

Hooray! Your GEMS Cloud Account has been successfully created. To access GEMS Cloud, please follow these steps:

- 1. Download and install the GEMS Cloud client.
- 2. Open the newly installed GEMS Cloud shortcut on your desktop.
- 3. Enter your username and initial, one time password. See below.
- 4. Set and remember a new, more permanent password for longer term use

Your username is: JSmith

Your initial one time password is: rZmzKKbEc2J2

Please Note: The following security requirements need to be met by your new password:

- Cannot be the same as a previously used password
- Must be at least 12 characters long
- Must not contain your username or parts of your full name that exceed two consecutive characters
- Must contain characters from three of the following four categories:
 - $_{\circ}$ English uppercase characters (A through Z)
 - English lowercase characters (a through z)
 - o Base 10 digits (0 through 9)
 - Non-alphanumeric characters (for example: !, \$, #, %)

If you have any comments or questions regarding installation or operation of GEMS Cloud, please call customer support at 888-GEMS706 (436-7706).

This email contains the username and a temporary password. You will be required to change your password when you first access the cloud. The password requirements are listed at the bottom of the email.

▶ Note that the password must be at least 12 character long. Your password should be strong since it secures your access to GEMS Cloud.

Each user must install the GEMS Cloud client. In that process, GEMS creates a shortcut on your desktop to GEMS Cloud which is easily distinguishable from the shortcut to your local installation:





When you launch GEMS Cloud, you must enter your username and temporary password. You will then be asked to change your password:



Your password must meet the following requirements:

- Cannot be the same as a previously used password
- Must be at least 12 characters long
- Must not contain your username or parts of your full name that exceed two consecutive characters
- Must contain characters from three of the following four categories:
 - o English uppercase characters (A through Z)
 - o English lowercase characters (a through z)
 - o Numbers from 0 through 9
 - O Non-alphanumeric characters (for example: !, \$, #, %)

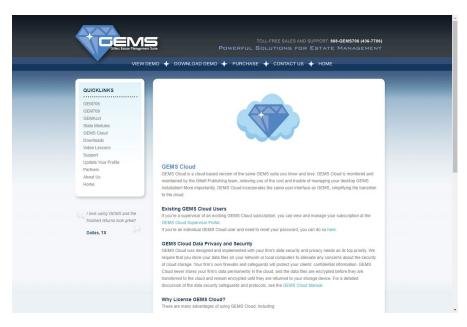
Note that you can elect to remember the username and password.

After you click OK, GEMS advances to the cloud Administrator. See §1.05.

§1.05 Cloud Supervisor

To increase the security of your cloud installation, you should only share the Cloud Supervisor code with firm members authorized to take administrative actions such as inviting new users. When you first license cloud seats, the firm members identified as email recipients for your firm's GEMS account will receive an email entitled "Your GEMS Cloud Environment is Ready!" That email contains the supervisor password. To log into the Supervisor account, you must enter your 5-digit customer ID and 16-digit Supervisor password, both of which are included in the introductory email.

There are two ways to access the Cloud Supervisor portal. If you advance to www.GillettPublishing.com and click GEMS Cloud in the left menu bar, GEMS displays the following:



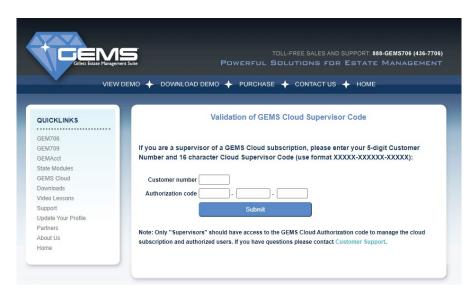
In the paragraph entitled "Existing GEMS Cloud Users," there is a link to Supervisor portal.

You can also access the portal from the GEMS Cloud Administrator window:

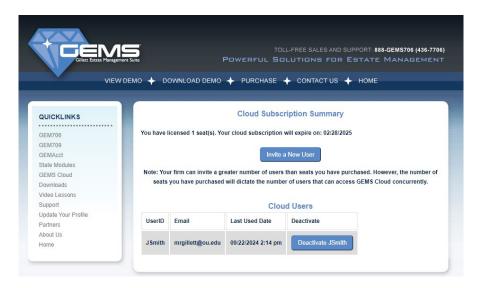


Click Cloud Supervisor in the top menu bar.

In both instances, you will then be asked to enter you customer number and Cloud Supervisor authorization code:



After logging in, GEMS displays information with respect to user account that you have already created:



You can invite new users, deactivate current users, and withdraw invitations if they have not yet been accepted.

§1.06 Launching GEMS Cloud

After you create your cloud user account and run the installation script (see §1.04), GEMS creates a shortcut on your desktop that launches GEMS Cloud. When you double click that shortcut, GEMS displays the login screen:



You must first enter your username and individual password. See §1.04. GEMS then displays the Cloud Administrator:



The icon in the top left permits you to distinguish the Cloud Administrator from the Administrator on your local installation. The functionality remains the same.

You will continue to store your data files on your network or local computers to eliminate concerns about the security of cloud storage. This can include file sharing devices such as Dropbox. Your firm's own firewalls and safeguards will protect your clients' confidential information.

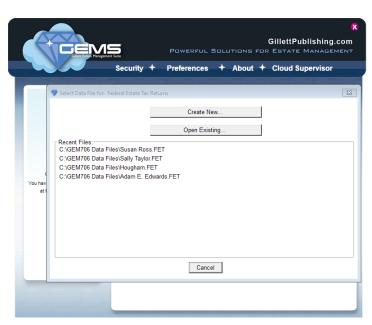
▶ By maintaining your files on your local computer, GEMS Cloud helps to ensure that you don't have two copies of the same data file and that you are always editing the most recent version.

When you edit a data file, GEMS Cloud uploads the file to the cloud to eliminate the need to regular communicate with your local computer. When you are finished, the file is returned to your local drive. GoGlobal uses AES symmetric encryption to encrypt the file while uploading and downloading the file from your local computer to GEMS Cloud. For more information with respect to GoGlobal's security protocols, see https://www.graphon.com/blog/zero-trust. For more information with respect to AES security protocols, see https://en.wikipedia.org/wiki/Advanced_Encryption_Standard. Once GEMS Cloud obtains access to the file, it immediately encrypts the data using the same encryption method, and the file remains encrypted while it is open in GEMS Cloud. In addition, Microsoft Azure, the cloud host, adds an additional layer of encryption while hosting GEMS. See https://learn.microsoft.com/en-us/azure/virtual-machines/disk-encryption-overview.

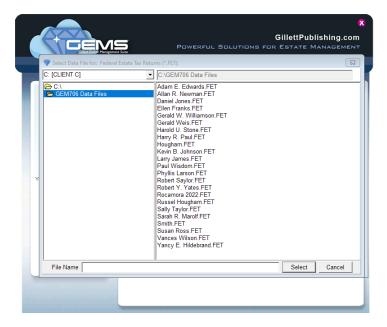
► GEMS Cloud has access to your data file only while you edit that file and never retains a copy in the cloud when you exit. During uploading, editing, and downloading, your file remains encrypted.

To further secure your data, GEMS maintains separate executable codes in the cloud for each firm. In other words, every firm has its own cloud environment.

To edit or create a data file, click the corresponding module, and GEMS Cloud displays the recent files you have accessed from the cloud:



To select another file, click Open Existing:



You can browse to any folder that you can access from your local computer.

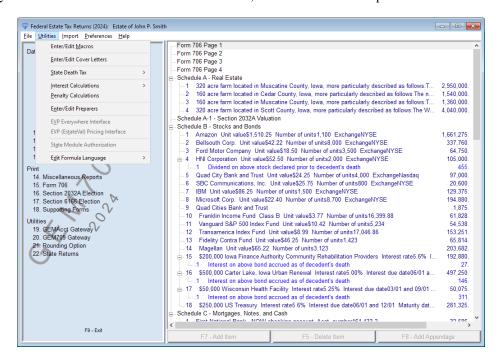
▶ The operation and program flow of GEMS Cloud is the same as its locally installed counterpart.

Even if your firm has multiple seats, a single user cannot launch a second GEMS Cloud installation if that user already has one open. However, that user could log in a second time with different credentials.

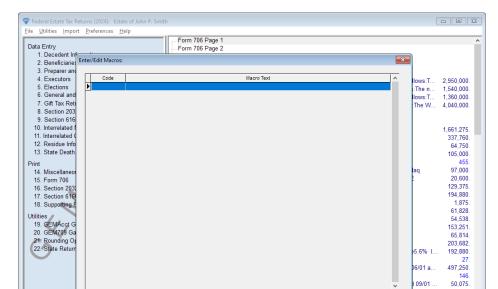
§1.07 Importing Macros, Preparers, and Cover Letters

As explained in §1.01, GEMS maintains separate executable programs in the cloud for each firm. In other words, every firm has its own cloud environment. Furthermore, your cloud installation is distinct from your local installation. In other words, the macros, preparers, and cover letters that you may have created in your local installation are not automatically available to GEMS Cloud. You can, however, import that information.

After you launch GEMS Cloud and access a data file, click Utilities in the top menu bar:

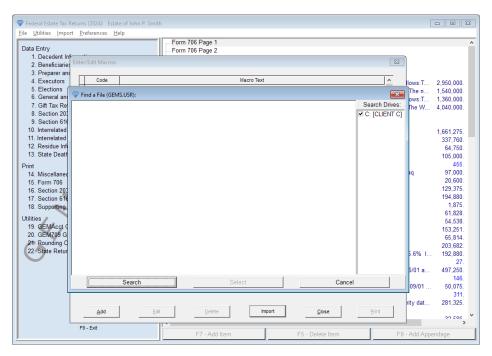


281,325

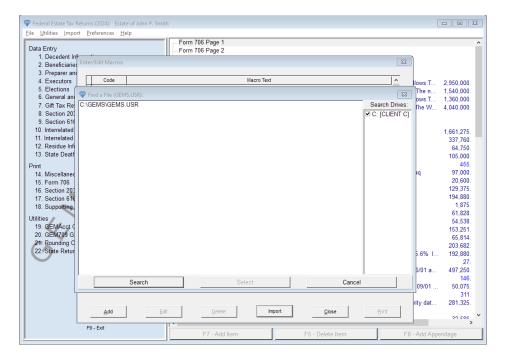


If you click Enter/Edit Macros, GEMS Cloud displays the following:

If you have created macros in your local installation, you will have to import them to GEMS Cloud. Click Import at the bottom of the window:



In the right portion of the window, GEMS displays the drives accessible from your computer. After you select the drive on which you installed GEMS locally, click Search at the bottom of the window:



The macro information is stored in a file named GEMS.USR. When GEMS locates that file on your local drive, you can stop the search and double click on the file to import the macros to the cloud. Cover letters and preparers can be imported in a similar manner.

You also must remember that new information entered in the cloud (or locally) is not automatically copied to the other installation. Thus, if you enter a new preparer in the local installation, you will have to also enter that preparer in the cloud or again import the preparer file from your local installation to the cloud.

- ➤ Your local installation of GEMS does not have access to your cloud installation. As a result, you cannot copy macros, cover letters, and preparers from the cloud to your local computer.
- ▶ If you have made changes to the default election language in GEM706 and GEM709, you must manually make those changes in your cloud installation.

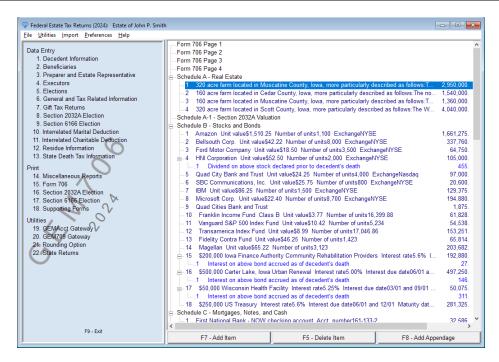
§1.08 Saving Files to Your Local Drive

If GEMS in installed locally, it automatically saves your work periodically and when you exit the file. In the event the program's operation is interrupted for any reason, your data file will include your most recent changes.

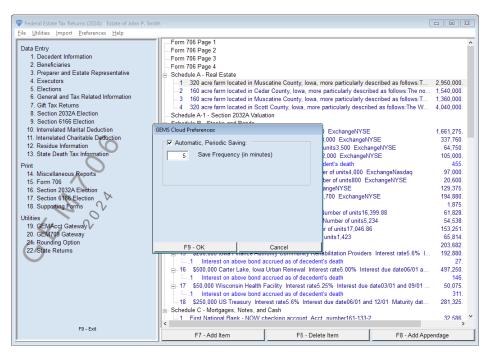
As explained in §1.01, you will continue to store your data files on your network or local computer. When you edit a data file, GEMS Cloud uploads the encrypted file to the cloud to eliminate the need to regular communicate with your local computer. When you are finished, the updated file is returned to your local drive.

➤ Your local data file is updated only if you save your file.

There are two ways to save your data file to your local computer while you continue working on it. After you have launched GEMS Cloud and have accessed a data file, GEMS displays the Main Menu and schedule tree:

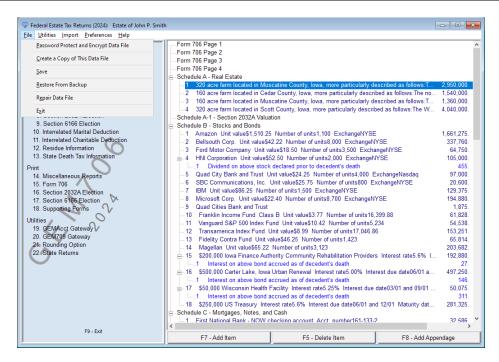


If you select Preferences in the top menu bar and then Cloud Preferences, GEMS Cloud displays the following:



You can enter the number of minutes between the automatic saving of the file to your local drive. Since this process only takes seconds, you should select a fairly short period. GEMS Cloud displays a message while it is saving.

You can also save your file manually. If you select File in the top menu bar, GEMS Cloud displays the following:



You can save the file to your local drive at any time by clicking Save.