



Agreement to the Transfer of Client Information to InStream.

This Agreement to the Transfer of Client Information (this “**Agreement**”) is entered into and made effective as of this ___ day of _____, 20___, by and between Black Diamond Performance Reporting, LLC (“**Black Diamond**”), a wholly owned subsidiary of Advent Software, Inc. and _____ (“**Client**”).

RECITALS

Whereas, on or about ____, 20__, Client entered into a Master Agreement with Black Diamond that provided, among other things, for Client to process Client financial information (“Client Information”), through the Black Diamond web service;

Whereas, Client now seeks to direct Black Diamond to transfer its Client Information to Client’s vendor, InStream (“**Vendor**”);

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client hereby authorizes Black Diamond to transfer the Client Information to Vendor under the terms set forth below:

1. Client acknowledges that the transfer of Client Information to Vendor is at the request of Client, and as such, Client hereby releases and holds harmless Black Diamond from any liability, claims, demands, causes of action, damages or expenses (including reasonable attorneys’ fees) whatsoever arising from or relating to: (1) the transfer of any Client Information or other related data to Vendor pursuant to this Agreement; (2) the actions of Black Diamond in transferring Client Information to Vendor as provided hereunder; or (3) Vendor’s access to, and use of, Client Information and any Black Diamond technology or service.

2. Client acknowledges and agrees that upon Black Diamond’s receipt of a Client executed copy of this Agreement, Black Diamond will be permitted to transfer Client Information to Vendor. Client understands that a revocation will not be effective to the extent that Black Diamond has relied on this Agreement for its actions, and Client hereby releases and holds Black Diamond harmless for any and all liability related to such actions.

3. Client hereby represents and warrants that this directive is properly given, has been duly authorized, Client has full authority to provide the authorization granted hereunder, and Client has obtained all necessary consents from any third party to permit the transfer of Client Information in accordance with this Agreement.

4. In the event of a dispute over the terms of this Agreement and the terms of the Master Services Agreement, this Agreement shall control with respect to the transfer of Client Information.



BLACK DIAMOND
PERFORMANCE REPORTING™

Client's authorized representatives hereby agree to the terms set forth herein. This Agreement shall be effective as of the last date set forth below.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BLACK DIAMOND PERFORMANCE REPORTING, LLC

By: _____

Name: _____

Title: _____

Date: _____