

TERMS OF USE

INSTREAM SUBSCRIPTION AGREEMENT

LAST UPDATED: MARCH 12th, 2018

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY PRIOR TO USING OUR SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDED THE TERMS OF USE), PLEASE DO NOT USE OUR SERVICE OR CLICK "ACCEPT."

This legal agreement (the "Subscription Agreement") set forth below governs the relationship between you and/or any of your agent(s) (referred to herein as "you" or "your") and inStream Solutions, LLC, a Delaware limited liability company (referred to herein as "inStream," "we," "us" or "our"), with respect to your use of our financial planning software-based service accessible via our website at <http://www.instreamwealth.com> (referred to herein as the "Service").

1. TERMS OF USE

The following provisions constitute the Terms of Use for the Service and are incorporated into and form a part of this Subscription Agreement. We reserve the right to update or modify these Terms of Use at any time, and without prior notice to you. Your continued use of the Service following such modification or update constitutes your acceptance to be bound by these Terms of Use, as they may be changed or modified. We encourage you to read through and review these Terms of Use each time you use the Service. Any terms and conditions proposed by you which are in addition to or which conflict with the Terms of Use are expressly rejected by inStream and shall be of no force or effect. By accessing or using the Service, downloading any content, and/or inputting any information through the Service, you acknowledge your agreement to be bound by these Terms of Use.

By accepting this Subscription Agreement, you represent that you have the capacity to be bound by it or, if you are acting on behalf of a company or entity, that you have the legal authority to bind such entity. Before you continue, we encourage you to print or save a local copy of this Subscription Agreement for your records.

THIS SUBSCRIPTION AGREEMENT AND THE SERVICE OFFERED IN CONNECTION THEREWITH IS INTENDED ONLY FOR INVESTMENT PROFESSIONALS REGISTERED UNDER THE INVESTMENT ADVISERS ACT OF 1940 OR UNDER THE LAWS OF THE JURISDICTIONS IN WHICH ONE IS REQUIRED TO BE REGISTERED OR LICENSED IN ORDER TO PROVIDE INVESTMENT ADVICE OR INVESTMENT ADVISORY SERVICES, REGISTERED REPRESENTATIVES OF BROKER-DEALERS LICENSED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), OR STAFF WORKING DIRECTLY UNDER THE SUPERVISION OF ANY OF THE FOREGOING (SUCH PERSONS, "LICENSED INVESTMENT PROFESSIONALS").

IF YOU ARE NOT A LICENSED INVESTMENT PROFESSIONAL AS DESCRIBED ABOVE OR IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MUST NOT USE THE SERVICE OR CLICK "ACCEPT."

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2. NATURE OF SERVICE

(a) Features. The Service contains a variety of online analysis tools and services for Licensed Investment Professional to assist them in providing financial services to their clients. The Service includes features such as a dashboard overview, proactive alerts, goal-based planning, client profiles, calculators, trend analyzers and data mapping tool as well as any other features or contents we may add in the future.

(B) DISCLAIMER. ALTHOUGH THE SERVICE MAY PROVIDE YOU WITH INFORMATION OR GUIDANCE IN MAKING INVESTMENT DECISIONS FOR AND/OR RECOMMENDATIONS TO YOUR CLIENTS, IT IS NOT A SUBSTITUTE FOR YOUR KNOWLEDGE, JUDGMENT AND INVESTMENT DISCRETION IN RENDERING INVESTMENT ADVICE FOR CLIENTS. YOU WILL BE SOLELY RESPONSIBLE FOR PROVIDING INVESTMENT ADVICE AND SERVICES TO CLIENTS AND YOU ACKNOWLEDGE THAT INSTREAM BEARS NO RESPONSIBILITY IN THIS REGARD. THE SERVICE DOES NOT PROVIDE CUSTOMIZED TAX, LEGAL, INVESTMENT, OR RISK MANAGEMENT ADVICE OR STRATEGIES.

3. REGISTRATION AND SUBSCRIPTION; NOTICES; DATA BACK-UP

(a) Registration. In order to access and use the Service, you must register and create an account with us and pay us the applicable Subscription Fee (the "Subscription Fee"). We reserve the right to reject any subscription order.

(b) User ID. Upon creating an account, you will receive a set of unique log-in credentials (referred to herein as your "User ID"), which includes a username and password to permit you to access to the Service. Without limiting our rights under Section 3(a) above, inStream reserves the right to deny creation of your account based on our inability to verify the authenticity of your registration information.

(c) Multiple Seats. Some subscription orders may be for multiple "seats" to use our Service (such subscribers, the "Master Account Holder"). Master Account Holders generally will be able to configure User IDs for their authorized users. Please contact our Support Department for assistance. Master Account Holders are responsible for all use of the Service and the Site by their authorized users and such authorized users' compliance with this Agreement.

(c) Subscription Term and Billing. All our annual subscription plans are provided on a term of 12 consecutive months of service from the initial date of purchase. Payments for a subscription term can be billed monthly or annually.

Subscribers are responsible for the Subscription Fees for the entire 12-month term. Cancellation of services prior to completing 12 consecutive months of service will result in a \$150 early termination fee. Annual subscribers will receive a pro-rated refund for unused time, rounded to the next full month and less any cancellation fees. No refunds will be issued for monthly subscriptions.

Your subscription will automatically renew at the end of the term. If you choose to change your service prior to your renewal date, please contact the sales team at [1-800-444-115](tel:1-800-444-115) prior to your renewal date. Once the subscription has renewed we will only issue a refund within 15 days of the renewal date. After this time a cancellation fee of \$150 will apply.

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(d) Subscription Fees. Your initial Subscription Fee is the rate at which you were offered a subscription to access the Service, which is subject to change. Subscription Fees on renewal are the applicable rates then in effect. Changes to subscription pricing will be communicated to you at least 30 days in advance. If you do not wish to continue with your subscription, you may terminate your account in accordance with the subscription terms and billing as outlined in section c). Your continued use of inStream after any pricing change communication constitutes acceptance of the new price. Please note that Subscription Fees may change at any time and we do not offer any price protection or refunds in the event of a price reduction or promotional offering.

(e) Trial Periods. We offer new subscribers a no obligation trial period (the “Trial Period”) during which they may cancel their subscription with no charge to their credit card if they are not satisfied with the Service. Unless your subscription offer provides otherwise, the maximum Trial Period shall be thirty (30) days from the date of an initial registration. If you do not wish to continue using inStream after this time, please provide a written notification to support@instreamwealth.com. After the expiration of the Trial Period, users will not be entitled to any Subscription Fee refunds – regardless of whether they used the Service. Please note that Trial Periods do not apply to renewal subscriptions nor to new subscriptions set up by persons who have used the Service within the last 12 months.

(f) Auto-renewal. Your subscription will renew automatically at the end of your subscription term at the applicable rates then in effect unless you provide us with a cancellation notice prior to such renewal date (see “Cancellations and Refunds,” below). You hereby authorize us to (a) charge any credit or debit card you have on file for your renewal Subscription Fees or (b) if you have set up a bank draft with a financial institution, to initiate a withdrawal of funds against your account at the financial institution for such your renewal Subscription Fees. So as to help avoid any disruptions in your access to the Service, please keep your payment information up to date. If your credit or debit card information on record is invalid or expired, or your financial institution declines to process the bank draft, our Support Department will use reasonable commercial efforts to contact you to request you update your payment information.

(g) Cancellation and Refunds. Except during Trial Periods, we do not offer Subscription Fee refunds. If you are registering for the Service for the first time, you may cancel your subscription anytime during the applicable Trial Period and your credit card will not be charged. After the expiration of your Trial Period, any cancellations will be subject to a \$150 early termination fee and annual subscribers will be offered a pro-rated refund for any time remaining on the term, regardless of whether the Service was used or not.

(h) Data Back-Up. We back up and retain all data entered into the Service in accordance with procedures that we have determined to be commercially reasonable. Notwithstanding our data back-up and retention procedures, we are not responsible for backing up your data, account information, Client Information or other type of data attributed to your use of the Service. YOU EXPRESSLY AGREE TO ASSUME THE SOLE RISK OF BACKING UP ALL ACCOUNT INFORMATION AND CLIENT INFORMATION WHEN USING THE SERVICE AND EXPRESSLY AGREE THAT WE WILL HAVE NO LIABILITY WITH RESPECT TO LOST CLIENT INFORMATION AND/OR ACCOUNT INFORMATION. As used in these Terms of Use, “Client Information” means any personal or financial information pertaining to a Client.

(i) Suspended Accounts/Data. After your subscription term has ended and if no payment has been made for a renewal term, access to your account will be suspended. Unless we are required by law or contract

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to maintain your account data, we may purge your account data within six (6) months of the date that your account access was suspended and/or terminated in accordance with these Terms of Use. Purged data may be unrecoverable.

(j) Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, goods and services, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your subscription, includes Taxes assessed after you pay your Subscription Fee. If we have the legal obligation to pay or collect Taxes for which you are responsible hereunder, we will invoice you and you agree to pay such amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You hereby authorize us to charge any credit or debit card you have on file for such Taxes. We shall be responsible for all taxes based upon our net income or on our property ownership.

(k) Receiving Notices. By providing us with your e-mail address, you consent to receive any notices from us electronically, to that e-mail address. It is your responsibility to update or change your email address, as appropriate. Please note that our notices may be provided in the text of the e-mail or through a link to the appropriate page on our Site.

(l) Electronic Signature. When you click on an "I agree," "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other device, such action will constitute your agreement or consent and will be legally binding and enforceable and the legal equivalent of your handwritten signature.

4. LICENSE, OWNERSHIP AND PROPRIETARY RIGHTS

(a) License. For individual subscribers, we grant you a single, non-perpetual, non-exclusive, non-transferable and limited license to access and use the Service during the term of your subscription. For Master Account Holders, we grant you a non-perpetual, non-exclusive, non-transferable and limited license to access and use the Service during the term of your subscription for the paid number of seats for which you have subscribed. This license is conditioned on your continued compliance with the Terms of Use.

(b) Ownership and Proprietary Rights. You acknowledge and agree that we and our licensors retain any and all ownership rights related to the Service, including applicable proprietary rights and are protected by United States laws and international treaty provisions. "inStream" is our trademark and "inStream Solutions" is our registered trademark. Other product and company names that are mentioned on the Site or provided as part of the Service may be trademarks of their respective owners.

(c) Protecting Our Rights. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by inStream and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and that the Service is the valuable intellectual property of inStream and such others persons who may be providing content or services to us under license.

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The content on the Site, excluding all intellectual property of other sites obtained by way of linking, is owned by inStream (or used by inStream under license). This includes, without limitation, text; software; the look and feel of the Site, service and applications, such as color combinations, logos, button shapes, scripts, and graphics; photos; sounds; interactive features; and the trademarks, service marks and logos contained on the Site, services or applications (collectively referred to herein as the “Content”). The Content is owned by, or licensed to, inStream, in each case subject to copyright and other intellectual property rights under applicable law.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the “Intellectual Property Rights”) shall, as between you and inStream, at all times be and remain the sole and exclusive property of inStream. All present and future rights in and title to the Service are reserved to inStream for its exclusive use.

(d) Restriction on Consent. The Content provided by us is provided to you “AS IS” for the purposes set forth in these Terms of Use, and may not be used, copied, reproduced, modified, re-distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without our written consent. You also shall not reverse engineer, reverse compile, decompile, disassemble or otherwise create derivative works based on the Content. You shall not alter or remove any notice of Intellectual Property Rights which may appear on the user interface or any data output generated as a result of your use of the Service.

(f) Morningstar Notice. Portions of the mutual fund information contained on the Site were supplied by Morningstar, subject to the following: © 2014 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

(f) Unsolicited Information and Feedback. While we welcome your feedback or other suggestions regarding this Site, the Service and/or our various offerings (collectively “Feedback”), you provide such Feedback to us voluntarily. You shall be deemed to have granted us a perpetual, royalty-free, fully paid up and irrevocable right and license to use, reproduce, modify, publicly display, distribute, transmit, sublicense, create derivative works from, transfer, sublicense and sell such Feedback.

5. USAGE RULES

The following are the rules apply to your use of the Service (the “Usage Rules”). We may, without prior notice and without limiting our other remedies, deny you access to any and all parts of the Site and/or the Service and suspend or terminate your account if, in our sole discretion, we find you to be in violation of the Usage Rules.

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(a) Unlawful Purposes. You will not use the Content for any purpose that is unlawful or prohibited by these Terms of Use. You also are responsible for any Client Information that you enter or cause to be entered or transmitted through your account.

(b) Prohibition on Use by Persons under Age 18. Unless expressly authorized by a parent or guardian, CHILDREN UNDER THE AGE OF EIGHTEEN ARE NOT PERMITTED TO SUBMIT ANY PERSONALLY IDENTIFIABLE INFORMATION OR UNSOLICITED INFORMATION.

(c) Unauthorized Access. You shall not permit any other person (other than persons otherwise authorized under these Terms of Use) to access the Service under your User ID for any purpose.

(d) Password and Account Protection. You are responsible for maintaining the confidentiality of your password which, together with your User ID and registered e-mail address, allows you to access the Services. You agree that you will not disclose your password to any third party and that you are responsible for any activities or actions in your inStream account, whether or not you have authorized those actions. You shall immediately notify us of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information, or if your registered e-mail account has been compromised.

(e) Interference with Third Parties. You shall not interfere with any other person's use of the Service, including, without limitation, disrupting, spamming or otherwise using abusive tactics to deter others from using the Service or any of its features.

(f) Harmful Code; Other Practices. You may not post or transmit any file to this Site (or to any other party offering services via this Site, including Third Party Services) or to any other user which contains viruses, worms, time bombs, malware Trojan horses or any other contaminating or destructive code. You shall not exploit the Site, the Service or the Third Party Services to trespass or burden network capacity.

(g) Other Prohibited Activities. You will not to use the Site or the Service (or assist or encourage others to use the Site or the Service) in order to:

1. Solicit passwords or personal identifying information for commercial or unlawful purposes from others;
2. Impersonate another person or entity, whether or not a user of the Service;
3. Select a User ID already used by another person; use a User ID in which another person has rights without such person's authorization; or use a username or password that we, in our sole discretion, deem offensive or inappropriate.
4. Upload, post, email, transmit or otherwise make available restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
5. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels stating the origin or source of software or other Content contained on the Site;

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6. Attempt to sell, modify, reverse engineer, disassemble, decompile, frame, decrypt, decompile, create derivative works of or otherwise exploit for any commercial purpose the Site or Service, any portions thereof (including the Content and Client Information of our other users), or any of our affiliated organizations without our prior written consent;
7. Do anything that may interfere with the operation of the Service, including, but not limited to, hacking, spamming and flood attacking;
8. Remove any copyright, Trademark or other proprietary rights notices contained in or on the Site;
9. Interfere with or disrupt the Site, the Service or servers or networks connected to either, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
10. Attempt to harvest, scrape, copy or otherwise collect information, or Content from the Site, to retrieve or index any portion of the Site or collect information about other users for any purpose not expressly authorized by us, including, without limitation, republishing the same on a third party website, either manually or through any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, site search/retrieval application, intelligent agents or other device);
11. Access Content or data not intended for you, or log onto a server or under a User ID that you are not authorized to access;
12. Create accounts by automated means, or under false or fraudulent pretenses; or provide false, misleading or inaccurate information to inStream or any other user;
13. Impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
14. Harvest or otherwise collect information about other Licensed Investment Professional or their clients, including email addresses, passwords, User IDs or phone numbers;
15. Harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; or
16. Use the Site or Service to solicit or recruit other persons to another website or service.

6. OBTAINING CLIENT INFORMATION FROM THIRD PARTIES

inStream may need to access some of your Client Information from third parties in order to make available certain applications and services to you and to provide you with a better user experience. You expressly consent and authorize inStream to access Client Information maintained by identified third parties, on your behalf as your agent. inStream will submit information including usernames and passwords that you provide to log you into the Site. For example, at your direction, we may arrange for Client Information to be transferred to us from a financial institution or funds custodian so that such information may be presented to you in connection with the Service. You hereby authorize and permit inStream to use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit your information or Client Information. For purposes of these Terms of Use, you grant inStream a limited power of attorney, and appoint inStream as your attorney-in-fact and agent, to access third party sites, retrieve and use Client Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE

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AND AGREE THAT WHEN INSTREAM IS ACCESSING AND RETRIEVING INFORMATION FROM THIRD PARTY SITES, INSTREAM IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.

7. COLLECTION OF INFORMATION; SHARING YOUR INFORMATION OR CLIENT INFORMATION

When you use the Service, our servers automatically record information about your interaction with our analysis tools and services (“log data”), including information that your browser sends whenever you visit a website or your mobile app sends when you use it to access the Service. This log data may include, among other things, your Internet Protocol address, the address of the web page you were visiting before you came to the Service, browser type and settings, the date and time of your request, and how you used the Service. Depending on how you access the Service, we may use “cookies” (a small text file sent by your computer each time you visit our website, unique to your inStream account or your browser) or similar technologies to record log data as well as Uniform Resource Locators (URLs). When we use cookies, we may use “session” cookies (that last until you close your browser) or “persistent” cookies (that last until you or your browser delete them). For example, we may use cookies to store your inStream settings so you don’t have to set them up every time you visit our website.

In addition to log data, we also may collect information about the device you are using the Service on, including what type of device it is, what operating system you are using, device settings, unique device identifiers, and crash data. Whether we collect some or all of this information often depends on what type of device you are using and its settings. For example, different types of information are available depending on whether you are using a Mac or a PC, or an iPhone or an Android phone. To learn more about what information your device makes available to us, please also check the policies of your device manufacturer or software provider.

We may create Anonymous Information records from account information or Client Information. "Anonymous Information" is information that is not associated with or linked to Client Information and does not permit the identification of individual clients or accounts. Generally, we aggregate this information and use it in statistical analysis to help us analyze patterns in the use of the Service. We may use or disclose Anonymous Information in any way (including providing benchmarking data or analysis for the users of the Service) and we reserve the right to use and disclose Anonymous Information to our partners, advertisers and other third parties in our discretion.

We may provide your information as well as Client Information to third party service providers who work on behalf of, or with us, but solely to the extent necessary for us to provide some of the services and features of inStream and/or to help us communicate with you (such persons, “Service Providers”). Examples of such services include sending email, hosting our applications, storing data, arranging for the receipt of Client Information from financial institutions, funds custodians or persons authorized to transfer such account information, analyzing data, and providing customer service. You consent and authorize us to delegate the Client Information and your information that you provide to inStream to its Service Provider(s) as we deem necessary or desirable to provide the Service to you. You also agree that all references to “inStream Group” within the Terms of Use and any incorporated terms are also deemed to include, where applicable, our agents, such as Service Providers.

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8. THIRD PARTY APPLICATIONS

Portions of our Site may utilize or include certain third party services (“Third Party Services”) that are not owned, operated, or controlled by inStream. Therefore, we cannot and do not assume responsibility for the content, privacy policies, or practices of such services or the companies that own them. We encourage you to learn about the privacy practices and terms and conditions of each Service Provider before agreeing to give it your data, your Client Information or using its applications. For more information, please review the Service Provider’s applicable policies and terms of services or contact the Service Provider directly. Third Party Services are provided “AS IS”, WITH ALL FAULTS” and “AS AVAILABLE” and as a convenience to you. You hereby expressly relieve us from any and all liability arising from your use of any such Third Party Services. INSTREAM DOES NOT ENDORSE THIRD PARTY APPLICATIONS OR SERVICES.

9. THIRD PARTY SITES AND ADVERTISING

inStream may contain links to other websites to notify you of services or products which may be of interest to you. The links or resources about third party sites are provided for your convenience and reference only. These third party sites are not owned, operated, or controlled by inStream. Please be aware that we are not responsible for the availability of the third-party websites or resources, any content posted on their websites, their privacy policies, or their business practices. inStream makes no guarantees and disclaims any express or implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the services or other information obtained from or contained on such websites. We encourage you to read the privacy policies of each and every website you visit. The ability to access information of third-parties from InStream, or links to other websites or locations, is for your convenience and does not signify our endorsement of such third-parties, their products, their services, other websites, locations or their content.

10. REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

1. You are a Licensed Investment Professional, and will continue to remain a Licensed Investment Professional while granted access to the Service.
2. With respect to each Client for whom you will utilize the Service, you have authority to disclose Client Information in connection with your use of the Service.
3. You will safeguard confidential, protected, non-public personal information which is received, transmitted, managed, and/or processed via the Service.
4. You agree to protect our proprietary rights and that of all others having rights in the Service during and after the term of your subscription.
5. You shall not violate any of copyright, trademark or other proprietary right, and shall be solely responsible for any damages resulting from any such infringement or any other harm resulting from any software, data or files of any type you upload, download, distribute, access, post, submit, or transmit to or from the Service.

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6. The information and results of calculations obtained through the use of the Service will be represented accurately and used in compliance with all applicable laws and regulations.
7. You will at all times ensure that you are using adequate security standards, which includes a commercially reasonable security technology which provides a level of security that, at a minimum, is compliant with the applicable laws and industry standards.
8. You currently follow industry standards as a means to prevent any compromise of your information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could in turn be propagated via computer networks, electronic mail, magnetic media or other means to the Site.
9. You will not and any third party shall not be permitted to upload, post, copy, display, reproduce or distribute any malicious code.
10. You will not sell, rent, lease or share (except as specifically provided for in these Terms of Use) your access to the Service.
11. You will immediately notify us if there is any change which invalidates any of the representations or warranties you have given in Terms of Use.
12. You acknowledge and agree that the Service is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations (“Acts”). You agree and certify that neither the Service nor any direct product thereof is being or will be acquired, shipped, transferred or exported, directly or indirectly outside the United States or will be used for any purpose prohibited by the Acts; provided, however, U.S. citizens and U.S. permanent resident aliens may travel to countries not prohibited by the Acts and access the Service provided they are not using the Service in violation of the Acts or other applicable U.S. laws. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that none of our applications and/or Service or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into any U.S.-embargoed countries; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Denied Parties List or Entity List. By using our applications and/or Service you are agreeing to the foregoing and are representing and warranting that: (a) no U.S. federal agency has suspended, revoked, or denied you export privileges; (b) you are not located in or under the control of a national or resident of any such country or on any such list; (c) you will not export or re-export the Service to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls; and (d) you will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

11. DISCLAIMER OF WARRANTIES

Your use of the Service is at your sole risk. The Service is provided “AS IS,” “WITH ALL FAULTS” and “AS AVAILABLE.” inStream and its licensors, suppliers and distributors disclaim all warranties, whether express or implied, including the warranties that the Service is free of defects, virus-free, and able to operate on an uninterrupted basis; that the functionality of the Service will meet your requirements, or that errors in the Service will be corrected, and the implied warranties that the Service is merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing, unless such implied warranties

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are legally incapable of exclusion. Further, inStream and its licensors and suppliers do not warrant or make any representations regarding the use or the results of the use of the Service in terms of their correctness, accuracy, reliability, or otherwise. Also, inStream does not warranty lack of viruses, worms, trojan horses or other code that manifest contaminating or destructive properties, or any failure to provide the Service or access thereto by users. inStream does not guarantee the timeliness, validity, completeness or accuracy of the content. Although we may update the content on this Site and/or the Service from time to time, please note that information contained herein may be out of date and/or may contain inaccuracies or typographical errors. inStream and its licensors, suppliers and distributors also do not warrant or make any representations regarding the quality of materials or data downloaded, uploaded, or transferred using any application. In addition, any security mechanisms implemented by the Service have inherent limitations, and you must determine that the Service sufficiently meets your requirements. No oral or written information or advice given by inStream or an inStream authorized representative shall create a warranty or increase the scope of any warranty that cannot be disclaimed under applicable law. inStream and its licensors and other suppliers have no liability with respect to your use of the Service. You bear the entire risk as to the quality and performance of any application and assume the entire cost of any service and repair. This disclaimer of warranty constitutes an essential part of these Terms of Use. NO USE OF THE SERVICE IS AUTHORIZED UNLESS YOU ACCEPT THIS DISCLAIMER OF WARRANTY.

WE ARE NOT ENGAGED IN RENDERING INVESTMENT OR FINANCIAL ADVICE, AND THE RESULTS OF USE OF THE SERVICE AND CONTENT MUST NOT BE REGARDED OR REPRESENTED AS CONSTITUTING INVESTMENT OR FINANCIAL ADVICE. PRIOR INVESTMENT PERFORMANCE DOES NOT WARRANTY FUTURE RESULTS. AS SUCH, INSTREAM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF ANY PROJECTIONS GENERATED BY THE SERVICE.

AS A PROFESSIONAL FINANCIAL ADVISOR, YOU BEAR ALL RESPONSIBILITY FOR ADVICE AND SERVICES FURNISHED TO YOUR CLIENTS, REGARDLESS OF WHETHER YOU EMPLOYED THE SERVICE IN CONNECTION WITH THE DEVELOPMENT OF SUCH ADVICE. POSSIBLE FUTURE RESULTS OF INVESTMENT DECISIONS ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS. You agree that by using the Service, you will assume sole responsibility to exercise your own professional judgment in verifying all information when inputting your own assumptions, relying on any assumptions provided through the Service, and/or verifying the accuracy of Client Information.

12. WAIVER, RELEASE AND LIMITATION OF LIABILITY

YOU AGREE THAT INSTREAM, ITS AFFILIATES AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, INFORMATION PROVIDERS, PARTNERS (INCLUDING, WITHOUT LIMITATION, RESELLERS, INTERNET PORTAL PROVIDERS AND FINANCIAL INSTITUTIONS THROUGH WHOM YOU MAY HAVE BEEN INTRODUCED OR PROVIDED ACCESS TO THE SERVICE, CONTENT OR REPORTS) AND SUPPLIERS (COLLECTIVELY, THE "INSTREAM GROUP") SHALL HAVE NO LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SERVICE. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THE INSTREAM GROUP (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF ANY OF THE INSTREAM GROUP) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SERVICE.

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NOTWITHSTANDING THE FOREGOING PARAGRAPH, THE TOTAL LIABILITY OF THE INSTREAM GROUP, IF ANY, FOR LOSSES OR DAMAGES SUSTAINED BY YOU SHALL NOT EXCEED THE LESSER OF: (A) THE AGGREGATE OF SUBSCRIPTION FEES PAID BY YOU OR ON YOUR BEHALF FOR THE CALENDAR YEAR IMMEDIATELY PRECEDING THE DATE WHEN LIABILITY AROSE; OR (B) ONE HUNDRED DOLLARS (\$100.00) (USD). IN NO EVENT SHALL THE INSTREAM GROUP BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM ANY USE OF THIS SITE, THE SERVICE OR THE CONTENT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The availability of the Service depends on many factors, including your connection to the Internet, the availability of the Internet and the Internet backbone and equipment that, by its nature, is not fault tolerant. inStream shall not be responsible for your inability to access the Service, or data or output errors (1) caused by factors outside of inStream's reasonable control; (2) that resulted from your or any third party's actions or inaction; (3) that resulted from your equipment and/or third party equipment not within inStream's sole control; or (4) connections to the internet which are not within inStream's sole control.

THE SERVICE DOES NOT RECOMMEND, GUARANTEE OR REPRESENT THAT FUTURE PERFORMANCE OF INVESTMENT OR INSURANCE PRODUCTS OF ANY KIND CAN BE PREDICTED. FORECASTS OF INVESTMENT DECISIONS ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND FOR YOUR CONVENIENCE AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS.

The projected returns, standard deviations, and correlations included in the Service are based on a combination of the historical performance of an appropriate broad market index, as well as user-defined portfolio model allocations. The returns, standard deviations, correlation, and dividend yields are provided "AS IS," and as a convenience to you. Certain other assumptions, such as tax rates and inflation rates may also have default values as a convenience to you. Such research, assumptions, and conditions might or might not occur in the future. inStream neither warrants nor guarantees any of the research, assumptions, or conditions; nor does inStream warrant or guarantee their usefulness, and the use of any projected data is at your own risk. You bear all responsibility for the results generated through the use of such data. inStream shall not have any liability of any kind whatsoever to you, or to any party, because of your use of such data.

To the maximum extent permitted by applicable law, under no circumstances shall inStream Group be liable for any indirect, special, incidental, consequential, or exemplary damages arising out of or in any way relating to the Terms of Use or that result from the use of, or inability to use, the Site and/or Service, including without limitation, loss of goodwill, work stoppage, lost profits, loss of data, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

Some states do not allow the exclusion of damages or limitation of liability as set forth above, so this limitation of liability may not apply to you. If any part of this limitation does not apply or is deemed to be invalid or unenforceable, for any reason, then under those circumstances, the aggregate liability and damage exclusion shall only be restricted or diminished to the extent necessary to be legally enforceable. If any remedy hereunder is determined to have failed of its essential purpose; all limitations of liability,

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disclaimers of liability, and exclusions of liability shall remain in effect. The limitations of damages and exclusions of liability set forth above are fundamental elements of the basis of the bargain between you and us and we would not be able to have provided you the Service at the prescribed Subscription rates without such limitations.

13. INDEMNITY

You agree, at your own expense, to indemnify, defend and hold harmless the inStream Group from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the Service, or any links on the Service, including, but not limited to: (1) your use of the Service; (2) use of the Service by someone using your account; (3) a violation of these Terms of Use by you or anyone using your computer (or account, where applicable); (4) a claim that any use of the Service by you or someone using your computer (or account, where applicable) (a) infringes any intellectual property right of any third party, (b) violates any right of privacy or publicity, or (c) engages in activity that is libelous or defamatory, or otherwise results in injury or damage to any third party; (5) any deletions, additions, insertions or alterations to, or any unauthorized use of the Service by you or someone using your computer (or account, where applicable); (6) any misrepresentation or breach of representation or warranty made by you contained herein; (7) any breach of any covenant or agreement to be performed by you hereunder; or (8) any claim by your Clients for losses directly caused by you and your use of the Content, Service and Site. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defense. You acknowledge and agree to pay reasonable attorneys' fees incurred by us in connection with any and all lawsuits brought against you by the inStream Group under this Subscription Agreement and Terms of Use, including without limitation, lawsuits arising from your failure to indemnify us pursuant to this Subscription Agreement.

14. TERMINATION

(a) Termination by Us. We may change or discontinue the Service or the Site at any time without prior notice. You agree that, without notice, we may terminate this Subscription Agreement, or suspend your access to the Site and/or Service, with or without cause at any time and effective immediately. We may terminate your account and access to the Service and Site immediately without notice from us if you, in our sole discretion, fail to comply with any provision of these Terms of Use.

(b) Termination by You. You may terminate your subscription at any time, by providing notification to us via support@instreamwealth.com. Such termination shall take effect upon our acknowledgment that we received of your termination notice. Notwithstanding any such termination, you shall not be entitled to any refund of your Subscription Fees except pursuant to the "Cancellations and Refunds" provisions above.

(c) Effect of Termination. Upon termination of your subscription by you or inStream, you will immediately

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cease access to the Service and destroy promptly all materials obtained from the Service and any copies thereof. inStream shall not be liable to you or any third party for the termination or suspension of the Service, or any claims related to the termination or suspension of the Service.

(d) Survival. In addition to any provisions of this Subscription Agreement that survive in accordance with their terms, the following Sections will survive any termination of this Agreement: Sections 1, 2(b), 3(g)-(l), 4, 6-13, 14(c), 15 and this Section 14(d).

15. MISCELLANEOUS

(a) Entire Agreement. This Subscription Agreement (including the Terms of Use) constitutes the entire agreement between us with respect to your use of the Service and/or the Site and supersedes all representations, agreements and other communications regarding your rights to use the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

(b) Amendments. Only inStream can amend this Subscription Agreement (including the Terms of Use) by posting such amendments on the Site, and no employee or agent of inStream has the authority to vary this Agreement. It is your sole responsibility to check the Site from time to time to view such changes in the Subscription Agreement. If you do not agree to any of the changes, if and when such changes are made, you must cease using of the Service. Your continued use of the Service after any amendments to this Subscription Agreement indicates that you agree to such amendments.

(c) Severability. If any provision of this Subscription Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect as nearly as possible our original intent, and the remaining portions shall remain in full force and effect. inStream also reserves the right, in its sole option, to terminate this Subscription Agreement if any provision of this Subscription Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable.

(d) Governing Law; Jurisdiction. This Subscription Agreement will be governed solely by the internal laws of the State of Delaware without reference to its principles of conflicts of law. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Subscription Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to your use of the Service or the Site shall be in the state federal courts in within the U.S. federal Eastern District of Virginia, Alexandria division (and the courts of appeal thereof), and expressly consent to the personal jurisdiction of such courts.

(e) Waiver of Jury Trial. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SERVICE OR THE SITE.

(f) Relationship of the Parties. You and we are independent contractors and this Subscription Agreement does not create any joint venture, employment, agency or partnership relationship.

(g) Notices. We may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Site, or by written communication delivered by first class U. S. mail to your address on record

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in your account information, if any. Such notices shall become effective immediately. You may give notice to us at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: inStream Solutions, LLC, 621 Wythe Street, Alexandria, VA 22314.

(h) Commercial Software Notice. The Service and its related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, to the extent any Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States.

(i) Disclosure. inStream reserves the right to take steps inStream believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that subject to its obligations under applicable law, inStream has the right, without liability to you, to disclose any account information and/or Client Information to law enforcement authorities, government officials, and/or third parties, as inStream believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement or to comply with applicable law or contractual obligations (including, but not limited to, inStream's right to cooperate with any legal process relating to your use of the Services or its obligations to financial institutions who have the right to verify that we are using your data in accordance with the terms of their distribution terms). We will take measures that we believe are commercially reasonable to protect the confidentiality of your information and Client Information.

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(j) Assignment. You may not assign this Agreement without our consent. We may assign our rights under this Agreement, in whole or in part, to any person without notice to you.

(k) No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.