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#### 1. The License.

1.1 INVESTMENT METRICS hereby grants you, the organization licensing the Service (as defined herein) or reviewing the Service for evaluation purposes, a non-exclusive and non-transferable right for each specific individual accepting this Agreement on behalf of your organization (the "Authorized User") to (a) access and use INVESTMENT METRICS's proprietary InvestWorks money manager tool that is available on this InvestWorks.com site (the "InvestWorks Tool") and all data available on, entered into, derived from and/or delivered via InvestWorks.com, including all quantitative and qualitative information, charts, reports and exhibits, and other results derived from the Authorized User's use of the InvestWorks Tool, and all periodic updates thereto (collectively, the "Data") solely in connection with the your entity's internal business operations (i.e., researching, evaluating, analyzing and comparing money manager products) and (b) copy, display, distribute and otherwise make available the results obtained from such Authorized User's use of the InvestWorks Tool and the Data (the "Results") to your other employees for use by such other employees solely in connection with the your entity's internal business operations, all in accordance with the terms of this Agreement. In addition, INVESTMENT METRICS hereby grants to you a non-exclusive and non-transferable right to incorporate limited portions of the Results in your marketing and other materials for distribution to customers and prospective customers on an occasional, non-systematic basis as part of your direct marketing activities, so long as (i) such materials are provided to customers and prospective customers at no additional charge, and (ii) such materials contain appropriate attribution to INVESTMENT METRICS and include all proprietary notices set forth in the Results, and (iii) the Results contained in such materials have not been altered or otherwise manipulated by you. Notwithstanding the foregoing, INVESTMENT METRICS reserves the right to restrict your publication or distribution of such materials to any entity if, in INVESTMENT METRICS's judgment, INVESTMENT METRICS or any of its suppliers may be foregoing the opportunity for direct revenues from such entity. You and each of your Authorized Users shall comply with all applicable federal, state and local laws, regulations and ordinances in connection with its activities pursuant to this Agreement.

1.2 The Service is web-based and will not be delivered to you, but will be accessible via the World Wide Web. INVESTMENT METRICS will assign a password for each Authorized User. You will ensure that each password is used only by the applicable Authorized User. You will be responsible for all passwords under your control and the use of the Service by the Authorized User(s) or any other person that improperly gains access to the Service through any Authorized User. If at any time you wish to designate additional employees as Authorized Users, you shall provide to INVESTMENT METRICS written notification of the name and title of such employees, together with payment of any applicable Fees as determined by INVESTMENT METRICS. In the event any Authorized User is no longer your employee or has for any other reason ceased to be an Authorized User, INVESTMENT METRICS will be immediately notified by you of such event in order to terminate access to the Service by such Authorized User. In addition, in the event INVESTMENT METRICS reasonably believes that any person designated as an Authorized User has for any reason ceased to be an Authorized User or is otherwise violating any term or condition of this Agreement, INVESTMENT METRICS shall have the right to take action to prevent such person from accessing and using the Service (including disabling any passwords).

1.3 You acknowledge and agree that the InvestWorks Tool the Data and the Results are valuable trade secret, confidential and proprietary property belonging to INVESTMENT METRICS or its suppliers and that you have no proprietary interest whatsoever in any of the foregoing except for the limited license rights expressly set forth herein. You agree to hold such materials in strict confidence and to take all reasonable steps, which are no less than the steps you use to safeguard your own confidential information, to prevent any unauthorized use or disclosure of such materials. Except as otherwise expressly permitted by this Agreement, you will not, without the prior written consent of INVESTMENT METRICS, directly or indirectly: (a) display, distribute, transfer or otherwise make available in any form to any third party, the InvestWorks Tool, the Data or the Results; (b) grant any third party, or any person within or outside the Location other than the Authorized User(s), direct or indirect access to the Service; (c) use INVESTMENT

METRICS's name or trademarks in connection with a prospectus or issuance or promotion of a financial instrument; (d) use any Data to create a separate or substitute database; or (e) cause or authorize others to do any of the foregoing.

1.4 You specifically agree that any breach of Section 1.1 or 1.2 will result in irreparable injury to INVESTMENT METRICS and that in such event INVESTMENT METRICS shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct and/or enjoin any such breach or threatened breach in addition to all other remedies which might be available at law or in equity.

1.5 INVESTMENT METRICS may in its sole discretion change its suppliers and/or Data sources and/or amend or otherwise change the content and format of the Service.

## 2. Term and Termination.

2.1 This Agreement shall be effective from the earlier of the date on which any Authorized User indicates acceptance to its terms by clicking below or the date on which any Authorized User accesses and uses the Service (the "InvestWorks.com Start Date") and unless terminated in accordance with the terms herein shall remain in full force and effect until expiration or termination of any InvestWorks Invoice and License Agreement (the "License") previously executed by you, or seven (7) days after the InvestWorks.com Start Date if access was provided for evaluation purposes only, or upon thirty (30) days notice of termination by INVESTMENT METRICS in its sole discretion.

2.2 If you fail to comply with any of the terms or conditions of this Agreement, INVESTMENT METRICS may immediately terminate this Agreement and your access to the Service, require you to destroy all written, electronic or other tangible information generated by the Service (including all Data and Results in your possession) and recover any damages suffered by INVESTMENT METRICS. You may immediately terminate this Agreement if INVESTMENT METRICS breaches any material term or condition of this Agreement and fails to cure such material breach within ten (10) days notice thereof. This Agreement will immediately terminate if INVESTMENT METRICS elects to stop marketing or offering the Service. INVESTMENT METRICS may also terminate any evaluation license upon twenty-four (24) hours notice, in its sole discretion.

2.3 Upon termination of this Agreement for any reason: (a) the licenses granted hereunder to use the InvestWorks Tool, the Data and the Results shall be immediately revoked and (b) all of your obligations hereunder and the terms of Sections 1.2, 2.3, 3, 4 and 6 shall survive.

## 3. NO WARRANTIES

3.1 INVESTMENT METRICS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED REGARDING THE SERVICE, THE INVESTWORKS TOOL AND THE DATA, AND ANY RESULTS OBTAINED OR TO BE OBTAINED FROM THE USE THEREOF, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, COMPLETENESS, ORIGINALITY, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. The Service, InvestWorks Tool, Data and Results are provided by INVESTMENT METRICS on an "AS IS" basis. INVESTMENT METRICS will use reasonable efforts to provide accurate and complete Data, but the accuracy, completeness and reliability of the Data are not guaranteed and you understand and agree that data fields may not be consistent throughout the Data. You understand that, as a result of computer or communications failures or other reasons, the InvestWorks Tool and Service may be inaccessible from time to time with or without notice. INVESTMENT METRICS does not warrant that the Service will be free from error, uninterrupted or free from unauthorized hidden programs introduced into the Service without its knowledge. Because the Service is provided over the World Wide Web, INVESTMENT METRICS cannot guarantee the security of any transmitted information against unauthorized third parties that obtain access to such information through your facilities, through the use of passwords obtained from you or the Authorized User(s), through advanced programming techniques, or otherwise. The entire risk as to the use and performance of the Service and the use of the Results is assumed by you.

## 4. Limitation of Liability, Limitation of Action and Remedies.

4.1 Notwithstanding anything herein to the contrary, INVESTMENT METRICS shall not be liable to you under any contract, negligence, strict liability or other legal or equitable theory for: (a) any claims against you by any other party; (b) any indirect, incidental, special, exemplary, consequential or punitive damages or costs (including but not limited to any lost profits, lost revenue, lost savings, lost data, loss of use or

business interruption or the like) arising out of the use or inability to use the Service or otherwise under this Agreement; (c) cost of procurement of substitute goods or services; or (d) any delay or failure to perform its obligations hereunder, errors of any kind, event of force majeure and/or matters beyond its control, in each case whether or not INVESTMENT METRICS has been advised of or could have foreseen the possibility of such damages. Without limiting the preceding sentence, it is agreed that the maximum liability of INVESTMENT METRICS, under any contract, negligence, strict liability or other legal or equitable theory for all direct damages, regardless of the form of the action, shall not exceed the fees actually paid by you to INVESTMENT METRICS in connection with the use of the Service during the then-current license term, and that this shall be your exclusive remedy. No action, regardless of form, arising out of or pertaining to the Service or the terms of this Agreement may be brought against INVESTMENT METRICS by you more than one (1) year after the cause of action has occurred.

4.2 You are solely responsible for providing services to your own clients, operating and otherwise using the Service and Results and for ensuring the accuracy and adequacy of the Results of such services, operations and use. You assume the entire risk of any use made of the Service and the Results and shall have full responsibility for any decisions and/or analyses in which any element of the Service and/or Results may be used or relied upon. Any reliance by you or others upon the Service or Results will not diminish that responsibility. INVESTMENT METRICS is not and shall not be deemed to be providing investment management, supervision or advisory services to you or your clients.

4.3 You agree to defend, indemnify and hold INVESTMENT METRICS harmless from and against any and all claims, expenses, losses, costs, expenses or liabilities (including legal, accounting and other professional fees and expenses) in connection with (a) any claim by any third party relating to the use of the Service and/or Results and/or any decisions and/or analyses made by you or others while using the Service and/or Results; or (b) any breach of Section 1.1 or 1.2 or any other unauthorized use or disclosure of the InvestWorks Tool, Data and/or Results.

#### 5. Maintenance Outage

INVESTMENT METRICS may from time to time shut down or disable the InvestWorks.com web site and/or the Service for the purposes of maintenance and repair. INVESTMENT METRICS shall make reasonable efforts to conduct required maintenance outside of regular business hours and to provide advance notice by publication on the InvestWorks.com web site of any scheduled maintenance or repairs. INVESTMENT METRICS shall have no liability to you or any third party for shutdown or disability of the InvestWorks.com web site or the Service, regardless of the timing, duration or lack of notice of such shutdown or disability.

#### 6. Miscellaneous.

6.1 Neither this Agreement nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by you without the express written consent of INVESTMENT METRICS, and any such attempted assignment shall be void and unenforceable.

6.2 Your access to and use of the Service are subject to any InvestWorks Invoice and License Agreement that may have been executed by you and INVESTMENT METRICS, and all other terms, conditions and limitations posted on the InvestWorks.com web site from time to time. The Client agree to be bound by this Agreement, any executed InvestWorks Invoice and License Agreement, and all such other terms and conditions of use; provided, however, that in the event of any conflict between any of the foregoing, the order of precedence shall be as follows: the terms of any InvestWorks Invoice and License Agreement, then the terms of this Agreement, and then the other terms and conditions of use.

6.3 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and it supersedes any oral or written communications or representations relating hereto. No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of either party to exercise any of its rights in respect of such a breach shall not be deemed to be a waiver of any previous or subsequent breach.

6.4 This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law principles. All suits, proceedings or claims to enforce the provisions of this Agreement shall be brought in the courts of the State of Connecticut in the county of Fairfield and you hereby consent to the jurisdiction and venue of those courts. The rights and remedies of INVESTMENT METRICS set forth in this Agreement are in addition to any rights or remedies INVESTMENT METRICS may otherwise have at law or in equity.

6.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced only to the extent that it is not in violation of that law or is not otherwise unenforceable and all other provisions of this Agreement will remain in full force and effect.

6.6 The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

6.7 Each INVESTMENT METRICS supplier is a third party beneficiary hereunder to the extent required to enable that supplier to enforce its proprietary rights in the Data and the applicable use restrictions herein.

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