

LifeYield Terms and Conditions

The LifeYield Advantage Suite Terms of Use

READ CAREFULLY THE FOLLOWING TERMS OF USE (“TERMS OF USE” OR “TOU”) PERTAINING TO THE LIFEYIELD SYSTEM (AS SUCH TERM IS DEFINED IN SECTION 1 BELOW), BEFORE YOU (REFERRED TO HEREIN AS “YOU,” “YOUR,” “SUBSCRIBER” OR “USER”) CLICK ON THE “ACCEPT” BUTTON. BY TYPING IN YOUR NAME AND CLICKING ON THE “ACCEPT” BUTTON AND ACCESSING AND UTILIZING THE LIFEYIELD SYSTEM OF LIFEYIELD, LLC (REFERRED TO HEREIN AS “LIFEYIELD”, ‘COMPANY’, ‘WE’, “US” AND “OUR”), YOU (WHETHER AN INDIVIDUAL OR FORMAL LEGAL ENTITY) HAVE CREATED A LEGAL AGREEMENT WITH LIFEYIELD AND YOU AGREE TO BE BOUND BY THESE TERMS OF USE WITH RESPECT TO YOUR USE OF THE LIFEYIELD SYSTEM.

1. Grant of License

1.1 License. Subject to these Terms of Use and the Privacy Policy (which can be found at <https://www.lifeyield.com/main/PrivacyPolicy>), incorporated herein by reference, User shall access the LifeYield System via the services provided by AdvisorPeak, Inc., and for such LifeYield grants to User a personal non-exclusive, non-transferable, limited license to access and use all or portions of the LifeYield Advantage Suite®, which includes LifeYield Portfolio Advantage®, including the output therefrom, any companion computing applications and data, website information, tools, updates and similar materials delivered or provided by LifeYield (collectively, the “LifeYield System”) solely for the purpose of analyzing different potential financial scenarios. In connection with User’s use of the LifeYield System, User will comply with these Terms of Use, the Privacy Policy and applicable provisions of federal and state law.

1.2 Ownership. User acknowledges and agrees that the LifeYield System is licensed and not sold. As such, all proprietary rights relating to the LifeYield System (including, without limitation, all patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights and any enhancements or modifications to the LifeYield System are and will remain the sole and exclusive property of LifeYield or its third-party licensors (“Licensors”), as the case may be, and except as expressly stated in this TOU nothing herein transfers to User any right to or interest in the LifeYield System or any data or component thereof, or any proprietary rights pertaining to the LifeYield System.

1.3 Restrictions. Except as expressly permitted herein, User will not: (i) copy any portion of the LifeYield System; (ii) display, reproduce, alter, modify, adapt, create derivative works from, transmit, publish, sell, distribute, license, sublicense, transfer or in any way exploit the LifeYield System or any portion thereof or embed the LifeYield System into other products; (iii) use (or allow any other person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the LifeYield System; (iv) remove or obscure any copyright notice of LifeYield or its Licensors; (v) use the LifeYield System for any timesharing, service bureau, subscription, rental or similar uses; (vi) use any trademarks, service marks, domain names, logos, or other identifiers of LifeYield or its Licensors; or (vii) reverse engineer, decompile or disassemble all or any part of the LifeYield System or its applications.

2. Access, User Data and Privacy

2.1 Authorized Users. User agrees that it shall not allow access to the LifeYield System to anyone else, provided that User may share with User’s clients read-only reports generated by the LifeYield System. User assumes full responsibility for use of the LifeYield system by User and by means of User’s Access Codes, if any (as defined below). In connection with its use of the LifeYield System, User will comply with these Terms of Use, the Privacy Policy and applicable provisions of federal and state law.

2.5 Personal Information. Personal Information means data that identifies the User and/or any of its clients or target Information does not include information that is anonymous and aggregated or is no longer identifiable to a specific person (i.e. de-identified). User acknowledges and agrees to abide by the LifeYield Privacy Policy. By using the LifeYield System, User agrees to the Privacy Policy, including any changes published by LifeYield. Further, User agrees that LifeYield may use and maintain User Data (including personal information) according to the Privacy Policy. In addition, User gives LifeYield permission to combine information entered or uploaded in connection with User’s use of the LifeYield System. For example, this means that LifeYield, or third party providers acting on LifeYield’s behalf, may collect and use your and other users’ non-identifiable, aggregated data, comprising financial account balances, other

2.2 Access Codes. Subscriber may be provided User IDs, passwords, authentication codes or other security devices (“Access Codes”) necessary to access the LifeYield System. User will maintain the confidentiality and security of its own Access Codes.

2.3 User Data. The LifeYield System provides specific questions that require input from the User in order to generate certain outputs requested by the User. In using the LifeYield system to generate such outputs, User will be solely responsible for the integrity and security of all data and information that is inputted into the LifeYield System under these Terms of Use and the Privacy Policy, including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format. If any of the questions provided by the LifeYield System are unclear or User does not understand why certain questions are being asked, User may contact info@lifeyield.com.

2.4 User Responsibility for User Data. It is the User's responsibility to validate any data imported by User, LifeYield, or any third party into the LifeYield System. LifeYield is not responsible for loss of data in transmission, improper transmission of data or failure by User or any third party to act on any communication transmission to or by User or LifeYield. LifeYield is not responsible for (i) any failures or delays caused by any third party data provider of User or (ii) any inaccuracies in the data provided by such User or a third party.

financial account data, or other available data that is collected through your use of the LifeYield System, to conduct certain analytical research, performance tracking and benchmarking, publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve the LifeYield System, assisting in troubleshooting and technical support, or to design promotions and provide ways for you to compare business practices with other users. LifeYield may access or store personal information to the extent permitted by applicable law.

3. Hosting and Security

3.1 Co-location/Hosting. LifeYield or its third party co-location/hosting provider will host the LifeYield System on servers on its premises. Access by User to the LifeYield System will be via the Internet, provided that User is responsible for separately obtaining an ISP account and paying all associated fees.

3.2 Security. User acknowledges that while LifeYield has endeavored to make Internet access to the LifeYield system secure and reliable, LifeYield cannot guarantee and is not responsible for the security of information transmitted via the Internet or stored in the LifeYield System.

4. Warranties and Disclaimers

4.1 User Warranty. User acknowledges that the LifeYield System may generate asset allocation or asset location models that may or may not be right for his or her Clients' investment preferences and do not take into account that a Client's financial goals may change. User further acknowledges and agrees that in order to use the LifeYield System it may be necessary to use certain third party software and/or data. User represents and warrants that it has obtained the appropriate licenses for any such third party software and/or data. LifeYield makes no warranties whatsoever, and is not liable in any way, in connection with any software or data provided to User, either directly or through LifeYield, by third parties, regardless of whether such arrangements are required for User to enjoy the full benefit of its rights under these Terms of Use.

User will require all Clients who view and/or possess any output from the Lifeyield System to acknowledge the Important Information Regarding the LifeYield System in the form provided by LifeYield, an example of which is provided as Schedule A attached hereto, and when applicable, the Important Information Regarding Capital Market Assumptions Used In the LifeYield System set forth in Schedule B. Either Schedule A or Schedule B may be updated from time to time to include different User and/ or client acknowledgment requirements or additional or modified disclosures.

4.2 LifeYield Disclaimer. The LifeYield System offers configurable analytic tools based on standardized mathematical formulae and proprietary investment-related information that are provided by Licensors and others, and in certain circumstances publicly available information, and is not intended to be used by the User or Client to replace human judgment, oversight or more policy-personalized advice that may be available. The LifeYield System is primarily designed to allow Users to evaluate potential scenarios based on how the User manages investment portfolios and/or how and when certain benefits such as asset location is affected or Social Security benefits are elected. In certain circumstances, the LifeYield System is also designed to allow Users to evaluate and optimize investment portfolios based on one or more of the following parameters: asset allocation models, risk control criteria, benchmarks, tax efficiency and other parameters specified by the User. While LifeYield may offer default parameters, LifeYield merely offers a portfolio management tool that the User configures for his or her own use. LifeYield disclaims and User acknowledges that LifeYield is not providing investment, tax, legal or other advice through or by providing the LifeYield System to User, nor shall LifeYield be liable for any investment or trade recommendations or advice rendered by the LifeYield System.

THE LIFEYIELD SYSTEM IS NOT INTENDED TO BE AN INVESTMENT ADVISER OR FIDUCIARY AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO USER OR ANY OTHER PERSON REGARDING THE ADVISABILITY OF ANY SOCIAL SECURITY OR INVESTMENT STRATEGY. FURTHER, LIFEYIELD DOES NOT OFFER, RECOMMEND OR SELL ANY SECURITIES OR INVESTMENTS AND CONSEQUENTLY DOES NOT RECEIVE ANY FORM OF COMPENSATION FOR ANY SECURITIES OR INVESTMENTS PURCHASED BY THE USER FOR OR ON BEHALF OF CLIENTS. ALTHOUGH THE LIFEYIELD SYSTEM MAY PROVIDE INFORMATION RELATING TO VARIOUS APPROACHES TO THE RECEIPT OF SOCIAL SECURITY BENEFITS AND/OR THE MANAGEMENT OF INVESTMENT PORTFOLIOS, NEITHER USER NOR ANY CLIENT SHOULD CONSTRUCE ANY MARKET INFORMATION, FEATURES, TOOLS OR OTHER CONTENT AVAILABLE THROUGH THE LIFEYIELD SYSTEM AS LEGAL, TAX, INVESTMENT, FINANCIAL OR OTHER ADVICE. USER AND CLIENTS ALONE ASSUME THE SOLE RESPONSIBILITY OF EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF THE LIFEYIELD SYSTEM BEFORE MAKING ANY DECISIONS BASED ON MARKET INFORMATION OR CONTENT CONTAINED IN OR PRODUCED BY THE LIFEYIELD SYSTEM. USER IS SOLELY RESPONSIBLE FOR THE CONFIGURATION OF THE LIFEYIELD SYSTEM, DETERMINING WHETHER USE OF THE LIFEYIELD SYSTEM IS APPROPRIATE IN PROVIDING SERVICES TO CLIENTS, VERIFYING THAT THE LIFEYIELD SYSTEM FUNCTIONS TO THE SPECIFICATIONS SELECTED BY USER AND CLIENTS AND ENSURING THE ACCURACY, ADEQUACY AND SUITABILITY OF THE RESULTS OF USER'S, OR CLIENTS USE OF THE LIFEYIELD SYSTEM. USER ASSUMES THE ENTIRE RISK OF THE USE OF THE LIFEYIELD SYSTEM UNDER THIS AGREEMENT AND WILL HAVE FULL RESPONSIBILITY FOR ANY DECISION OR ANALYSIS RELATING TO SUCH USE. USER IS PROHIBITED FROM MAKING ANY STATEMENTS OR REPRESENTATIONS ABOUT LIFEYIELD THAT ARE FALSE, MISLEADING OR OTHERWISE INCONSISTENT WITH THE ROLE OF LIFEYIELD AS DESCRIBED IN THIS TOU.

THE LIFEYIELD SYSTEM IS PROVIDED "AS IS" AND LIFEYIELD, ITS AFFILIATES AND LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LIFEYIELD SYSTEM (AND ANY RESULTS OBTAINED FROM THE USE OF THE LIFEYIELD SYSTEM) AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER LIFEYIELD NOR ITS LICENSORS WARRANT THAT THE LIFEYIELD SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

THE LIFEYIELD SYSTEM MAY ALLOW ACCESS TO DATA, INFORMATION, OR SERVICES DISSEMINATED BY OUTSIDE DATA SOURCES. USER ACKNOWLEDGES THAT LIFEYIELD AND THE THIRD PARTY DATA PROVIDERS DISCLAIM RESPONSIBILITY FOR THE USE, CONTENT, ACCURACY, TIMELINESS, COMPLETENESS OR AVAILABILITY OF SUCH THIRD PARTY DATA, INFORMATION, OR SERVICES AND MAKE NO WARRANTY CONCERNING THE SAME. USER USES SUCH THIRD PARTY DATA, INFORMATION, OR SERVICES AT ITS OWN RISK.

5. LifeYield Discontinuation Policy and Termination of Support

To the maximum extent permitted under applicable law, LifeYield reserves the right to discontinue all support for the LifeYield System, any of its features, and online and other services or content accessible through the LifeYield System and Website, at any time and for any reason.

We reserve the right to modify or discontinue the supported versions, services, or program features if necessary due to changes in hardware or software that our products run on, or for other reasons.

6. Termination

LifeYield may immediately, in its sole discretion, and without notice terminate this TOU or your use of the LifeYield System if you fail to comply with this TOU or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using and delete or destroy all copies of the LifeYield System and any outstanding payments will become due. Any termination of this TOU shall not affect LifeYield's rights to any payments due to it. Sections 1 through 4 as well as Sections 7 through 9 will survive and remain in effect even if this TOU is terminated, cancelled or rescinded.

7. Limitation of Liability

User agrees that LifeYield, its affiliates and licensors, and their respective officers, directors, employees, agents and legal representatives (the "Exculpated and Indemnified Parties") will have no liability to User, Clients, or to any third party, or responsibility whatsoever whether under contract, tort, or other legal or equitable theory for: (i) any claim

against User by a third party based on this agreement or User's or Client's use of the LifeYield System or any information provided by the LifeYield System; (ii) any indirect, incidental, special, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) arising out of or relating to this agreement or User's use or any Client's use of the LifeYield System; (iii) any losses resulting from causes beyond the control of LifeYield or its Licensors or any force majeure (e.g. earthquake, flood, severe or extraordinary weather conditions, or other acts of god, fire, acts of war, terrorism, insurrection, riot, labor dispute, strike or similar problems, accident, action of government, communications, power failure, exchange or market rulings or suspension of trading). Neither party will bring any action, regardless of form, arising out of or relating to this agreement more than two (2) years after the cause of action has accrued.

In no event will the total aggregate liability of LifeYield for any claims, losses or damages arising under this agreement, whether in contract or tort, including negligence, gross negligence, or willful misconduct, exceed five dollars (\$5.00), even if LifeYield has been advised of the possibility of such claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8. Indemnification

User will defend, indemnify and hold harmless the Exculpated and Indemnified Parties from and against any and all damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to third party claims against LifeYield based on (i) User's or Client's use of the LifeYield System or any information provided by the LifeYield System, (ii) any decision or analysis relating to such use, (iii) breach of the representation and warranty set forth in Section 4.1, (iv) use of any data provided by User or Client; and (v) any damage to LifeYield resulting from User violating Section 2. Indemnification expenses shall be advanced and paid when due (even if prior to a final determination of availability of indemnification).

9. Miscellaneous

These Terms of Use will be governed by, and construed and interpreted in accordance with, the internal laws of the Commonwealth of Massachusetts. Any legal proceeding relating to these Terms of Use will be held in a court of appropriate jurisdiction located in Massachusetts and the parties hereby consent to the exclusive jurisdiction and venue of those courts for any such proceeding. User may not assign any of its rights or obligations under these Terms of Use, by operation of law or otherwise, without the prior written consent of LifeYield. Any assignment in violation of this Section 9 will be null and void. These Terms of Use and the Privacy Policy (including any amendments) constitute the entire Agreement between the parties with regard to the subject matter hereof and supersede all prior or contemporaneous negotiations, communications, representations and understandings. Except as otherwise provided herein, no modification or waiver of any provision of these Terms of Use will be effective unless publicly released and authorized by LifeYield and accepted by the User by clicking on the "Accept" button upon being given notice of such waiver or modification. The failure of either party to enforce its rights under these Terms of Use for any period will not be construed as a waiver of such rights. If any provision of these Terms of Use becomes unenforceable or invalid, the remaining provisions will remain in full force and effect. Each Licensor of LifeYield is a third party beneficiary under these Terms of Use to the extent required to enable such Licensor to enforce its proprietary rights in any product or information made available through the LifeYield System and the applicable use restrictions in these Terms of Use. There will be no other third party beneficiaries under these Terms of Use.

Schedule A

IMPORTANT INFORMATION REGARDING THE LIFEYIELD SYSTEM

IMPORTANT: THE PROJECTIONS OR OTHER INFORMATION GENERATED BY THE LIFEYIELD SYSTEM ARE HYPOTHETICAL IN NATURE AND ARE NOT GUARANTEES OF ACTUAL RESULTS. OTHER SCENARIOS OR PROJECTIONS NOT CONSIDERED BY THE LIFEYIELD SYSTEM MAY PROVIDE RESULTS SIMILAR OR SUPERIOR TO THOSE PROVIDED BY THE LIFEYIELD SYSTEM. OUTCOME BENEFITS PROJECTED BY THE LIFEYIELD SYSTEM MAY BE OVERSTATED DUE TO INACCURATE ASSUMPTIONS AND/OR ESTIMATES INCLUDING, BUT NOT LIMITED TO, LONGEVITY OF LIFE AND/OR EARNINGS, EARNINGS PROJECTIONS, MARITAL STATUS, TAX RATES, CAPITAL MARKET ASSUMPTIONS, AND VOLATILITY. THE INFORMATION PROVIDED ON ANY REPORTS GENERATED BY THE LIFEYIELD SYSTEM SHOULD BE CONSIDERED ONLY AS

GENERAL INFORMATION AND SHOULD NOT BE USED AS THE FINAL DETERMINANT OF THE BEST STRATEGY ON HOW OR WHEN TO CLAIM SOCIAL SECURITY BENEFITS OR ON HOW TO MANAGE INVESTMENT PORTFOLIOS.

THIS INFORMATION PROVIDED BY THE LIFEYIELD SYSTEM IS FOR INFORMATIONAL PURPOSES AND IS BASED ON RULES AND PROJECTIONS THAT WERE AVAILABLE AT THE TIME THE LIFEYIELD SYSTEM WAS MOST RECENTLY UPDATED. THE INFORMATION PROVIDED BY THE LIFEYIELD SYSTEM IS MEANT ONLY TO ASSIST IN THE REVIEW OF POTENTIAL SOCIAL SECURITY BENEFITS, TAX-EFFICIENT ASSET ALLOCATIONS AND INVESTMENT OPTIONS AND MAY NOT ACCURATELY PORTRAY A CURRENT OR ANTICIPATED FINANCIAL SITUATION AS A RESULT OF A NUMBER OF EVER CHANGING FACTORS SUCH AS, BUT NOT LIMITED TO, MARKET VOLATILITY, ECONOMIC REALITIES, CHANGES IN SOCIAL SECURITY AND/OR TAX RULES PROVIDED BY THE UNITED STATES INTERNAL REVENUE SERVICE OR ERRORS DUE TO DATA ENTRY, WHICH MAY ALTER THE PROJECTIONS PRESENTED BY THE LIFEYIELD SYSTEM. ADDITIONALLY, DATA USED IN THE LIFEYIELD SYSTEM MAY BE GENERIC IN NATURE AND MAY NOT AT ALL REPRESENT ACTUAL DATA. THE RESULTS MAY VARY WITH EACH USE AND OVER TIME. IT SHOULD NOT BE ASSUMED THAT RECOMMENDATIONS MADE BY THE LIFEYIELD SYSTEM WILL BE PROFITABLE OR WILL EQUAL A DIFFERENT STRATEGY.

THE LIFEYIELD SYSTEM CONTAINS INFORMATION PROVIDED BY THE USER OR A THIRD PARTY. THE ACCURACY AND AUTHENTICITY OF SUCH INFORMATION IS RELIANT SOLELY ON THE AUTHOR OF THE INFORMATION, WHETHER AN ADVISOR, A CLIENT, OR A THIRD PARTY, AND NOT CONTROLLED OR ATTESTED TO AS ACCURATE BY LIFEYIELD OR A FINANCIAL ADVISOR'S FIRM, ITS AFFILIATES OR REPRESENTATIVES. ANY INFORMATION ENTERED INTO THE LIFEYIELD SYSTEM SHOULD BE REGARDED AS INFORMATIONAL ONLY AND NOT INTERPRETED OR RELIED UPON AS OFFICIAL, LEGAL OR FINANCIAL INFORMATION OR FOR ACCOUNTING PURPOSES.

Schedule B

IMPORTANT INFORMATION REGARDING THE CAPITAL MARKET ASSUMPTIONS USED IN LIFEYIELD SYSTEM²

Assumptions:

- Unless otherwise specified, all input data should be in today's value.
- The expected price appreciation for each asset category is based on historical performance information provided in publicly available reports and information such as, the Vanguard Index Fund and is not independently calculated, analyzed or supplied by LifeYield.

- Bonds are assigned a zero expected price appreciation.
- Unless otherwise noted, stocks are assigned a ten year historical return minus the yield.
- The SEC Yield is applied in yield calculations involving all stocks except for international stocks.
- Any capital appreciation associated with an asset category is taxed according to the turnover rate.
- Any turnover rate up to 100% is considered long-term, meaning the capital gains rate is applied according to the rate provided.
- Any turnover above 100% is considered short-term, meaning the ordinary income tax rate is applied to that person (with the capital gains tax rate being applied to any remainder from 100% total turnover).

Disclaimer:

The capital markets assumptions used in the calculations provided by the LifeYield System only gives you a high-level and general estimate for your reference only, based on the data you provided. They should not be considered or relied upon as advice by LifeYield and should also not be considered as substitute for professional advice or recommendation on retirement planning. LifeYield shall not accept any responsibility or liability of whatsoever nature for or in connection with any use of or reliance on the LifeYield System, including the capital markets assumptions provided therein, by any person. Nothing here is or shall be considered as any recommendation or offer or solicitation to offer of any investment product.

² Section headings have been provided based on the relevant SEC guidance and are intended to aid in developing a description of the LifeYield Capital Market Assumptions offering.

Schedule E

Third Party Licensors

Microsoft

Redis – free open source for which terms can be found at <https://redis.io/topics/license>

RabbitMQ – free open source for which terms can be found at <https://pivotal.io/legal>

