

Personal Use Only Agreement

This User Agreement is a contract between you ("you", "Licensee") and Financeware, Inc. (dba Wealthcare Capital Management) ("Licensor," "us" or "we"). It states what responsibilities we have to you as a user of the software on this site, and any related documentation, provided to you pursuant to this Agreement, which software, this Agreement and documentation may be modified from time to time (the "Software"), sets forth important disclaimers about the use of Licensor's web site, Software and the results obtained from using Licensor's web site and/or the Software, and states what rights and responsibilities you have as a user. Please take the time to read and understand this Agreement, including in particular Sections 9 & 10, relating to disclaimers of warranties and limitations of use.

You agree that nothing in this Agreement, nor our granting you limited access to the software on this site, is intended to create a fiduciary relationship with us or that we will be furnishing financial advice or planning services to you. You agree that you will contact us, and enter into a separate agreement, if you would like to enter into a fiduciary relationship with us or if you would like us to furnish financial advice or planning services to you.

Non-Waiver of Rights: Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

If you accept this User Agreement including all of its terms, please click on the "Accept" button below. You may also wish to print out a copy of this User Agreement for your records. If you do not accept this User Agreement, please click on the "Decline" button, and you will not be able to access the Software.

1. GRANT OF SOFTWARE LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to the person clicking on the "Accept" button (the "Authorized User"), and the Authorized User hereby accepts from Licensor, a nonexclusive, nontransferable and non-assignable license, for the term of this Agreement, to (a) use the then-current version of the Software only by connection to the Licensor's site, and solely for use by the Authorized User in connection with the User's personal use only and is not to be used in connection with the provision of financial services to any other person or entity. In no case shall the Authorized User be permitted to use the Software as a centralized resource or department providing services to any other person or entity. This Agreement does not grant you and/or the Authorized User, as applicable ("User"), any title or right of ownership in the Software.

2. TERM

This User Agreement shall become effective when you indicate your acceptance by clicking on the "Accept" button below, and shall continue in effect until terminated as provided in Section 7 below. Upon termination of this Agreement, the license granted by Licensor to User hereunder shall immediately terminate. User shall cease using the Software and Licensor's site pursuant to the terms of this Agreement immediately upon the termination of this Agreement. In addition, if Licensor has permitted User to obtain any copies of the Software, User promptly shall destroy or write over all copies of the Software in the User's possession or control, and shall certify in writing to Licensor that all such copies have been so written over or destroyed.

3. HARDWARE AND THIRD PARTY SOFTWARE AND SERVICES

The User has the sole responsibility to obtain and properly configure appropriate hardware and software necessary to use the Software, and to obtain a connection to Licensor's site over the Internet.

4. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTED USE

4.1 Licensor Rights

User acknowledges that Licensor and its licensors, to the extent applicable, are the sole owners of the Software and, except as expressly permitted herein, have the sole right to grant licenses to the Software. User acknowledges that the Software constitutes valuable confidential information and trade secrets, proprietary to Licensor and its licensors. User acknowledges that all copies, whether partial or complete, of the Software as well as proprietary rights in and appurtenant to the Software, including without limitation to copyright, patent and trade secret rights, are and shall remain the sole property of Licensor or its licensors. User shall have only the limited use rights specifically granted by this Agreement and the License granted hereunder. Any rights not expressly granted in this Agreement are expressly reserved.

4.2 No De-compilation or Modification

User shall not modify or otherwise prepare derivative works, reverse engineer, disassemble, de-compile, recreate or generate any of the Software or portion thereof, except to the extent the foregoing is expressly prohibited by applicable law.

4.3 Confidentiality

Except as expressly provided in Section 1 of this Agreement, User shall not use, give permission in connection with the use of, copy, disclose or make available, directly or indirectly, all or any portion of the Software or related documentation to any person.

4.4 Export Regulations

User agrees that User will comply at all times with, and will not take any action which will cause Licensor to fail to comply at all times with, all relevant export laws and regulations of the United States and/or any other applicable jurisdiction, to assure that neither the Software, nor any product thereof, is exported or re-exported, directly or indirectly, in violation of United States law or the law of any other applicable jurisdiction.

4.5 Attribution

If User incorporates any calculations generated through the use of the Software and/or the use of Licensor's site in any reports, charts, tables or other documents to be distributed to any third party, User shall accurately identify, subject to Section 5 below, in print on the relevant document, the Software and Licensor as having generated such calculations, and the nature of such Software, the data used by the Software and the nature of the calculations performed by the Software.

4.6 Content

By clicking the "Accept" button below, User acknowledges that unless specifically stated otherwise, all content (whether contained within the site, emailed or otherwise transmitted to User by Licensor) is the sole property of Licensor and it is protected by international copyright laws and therefore cannot be used without the explicit permission of Licensor.

5. REPRESENTATIONS BY USER

5.1 Permitted Representations

User will represent only that the Software is a software tool which provides certain information, and will accurately represent the data employed by the Software and the nature of the calculations performed by the Software.

5.2 Prohibited Representations

Without limiting the foregoing, User will not make any inaccurate or misleading statements, explicitly or by implication, regarding the Software, Licensor, and the relationship between User and the Software and Licensor, and in particular, User will not state or imply or interpret for personal use that:

- (a) the results of calculations performed by the Software constitute predictions or financial advice;
- (b) Licensor is furnishing financial advice or planning services to the User; or
- (c) User's financial advisor who is a Licensee of the Software is approved, licensed, reviewed, endorsed, guaranteed or otherwise connected with Licensor, except as a licensee of the Software.

5.3 User Has Limited Access to the Software

User represents and warrants to Licensor that User is a client of a professional financial planner, advisor, and/or broker who has provided User with limited access to the Software. User also represents and warrants that User has read and accepts the conditions of the Privacy Policy on the Licensor's web site for yourself. User further acknowledges and agrees that, if Licensor modifies its Privacy Policy, which it may do in its discretion from time to time, Licensor will notify the User of such modification and the User's continued use of the Software and/or Licensor's site affirms the User's acceptance and agreement to any modifications which have been made to the Privacy Policy.

5.4 User Has Proper Authority

User represents and warrants that: (1) User has full power and authority to enter into this Agreement; (2) the terms hereof do not violate any obligation by which the User is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding according to its terms.

5.5 Appointment of Custodian Other Than Us

The User has appointed or will appoint a custodian (the "Custodian") separate from us to take possession of the cash, securities, and other assets in the User's account(s). We will have no access to the assets in your account or to the income produced there from and will not be responsible for any acts or omissions of the Custodian.

6. PAYMENT

The User has no payment obligation under this Agreement. Any payment obligation is the sole responsibility of the financial professional providing the User with access to the Software.

7. TERMINATION

This Agreement may be terminated by either party at any time without penalty upon written notice or when the separate agreement between your financial advisor, who is a licensee of the Software and has arranged for you to have limited access to our software, and us is terminated. Any such terminating events shall not, however, affect liabilities or obligations incurred or arising under this agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

Licensor may terminate this Agreement and the license granted hereunder without prior notice. Licensor in its sole and absolute discretion, without prior notice, may terminate this Agreement and the license granted hereunder if User shall fail to comply with any obligation under this Agreement or any other agreement between User and Licensor, including without limitation, a breach of any restrictions on the use of the Software or any other intellectual property licensed to User, any other infringement of the intellectual property rights of Licensor or its licensor, or if any representation of User shall be inaccurate, or if any warranty of User shall be breached. If User in any way infringes the intellectual property rights of Licensor or its licensor(s), Licensor may also, in its sole and absolute discretion, without prior notice, terminate any other agreement between User and Licensor. All obligations relating to non-use and non-disclosure and arbitration, and any other provisions that by their nature should survive termination of this Agreement, shall survive the termination of this Agreement.

8. AMENDMENTS

Licensor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective upon the next login by Client User to the Financeware site after Licensor has notified the User in writing of any change, or at such later date as may be established by Licensor in the written notice.

9. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

USER EXPRESSLY AGREES THAT THE USE OF THE SOFTWARE AND LICENSOR'S SITE IS AT USER'S SOLE RISK. THE SITE AND THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY WHICH IS EXPRESSLY SET FORTH IN SECTION 11 OF THIS AGREEMENT BELOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF OPERABILITY, OF CONFORMANCE TO PUBLISHED SPECIFICATIONS, NON-INFRINGEMENT, TITLE OR OF MERCHANTABILITY. LICENSEE ACKNOWLEDGES THAT THE SOFTWARE BEING PROVIDED MAY BE MODIFIED OR MADE UNAVAILABLE AT LICENSOR'S DISCRETION, AND THAT IN THE CASE OF A MODIFICATION OF THE SOFTWARE, SUCH MODIFIED SOFTWARE MAY NOT BE COMPATIBLE WITH DATA, REPORTS OR OTHER INFORMATION CREATED USING A PRIOR VERSION OF THE SOFTWARE, AND THEREFORE MAY NOT BE ACCESSIBLE VIA USE OF THE MODIFIED VERSION. LICENSOR DOES NOT GUARANTEE THAT THE SITE OR THE SOFTWARE WILL BE AVAILABLE FOR USE AT THE TIMES OR LOCATIONS OF USER'S CHOOSING. THE ENTIRE LIABILITY OF LICENSOR AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF LICENSOR'S SITE AND THE SOFTWARE SHALL BE THE RECOVERY OF DIRECT DAMAGES, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ANY FEE PAID FOR THE MATERIAL OR SERVICE CAUSING SUCH DAMAGE. IN NO CASE SHALL LICENSOR BE LIABLE FOR LOST OR CORRUPTED DATA, LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION ARISING FROM THE USE BY USER OF LICENSOR'S SITE OR THE SOFTWARE, FOR ANY OTHER CLAIM RELATED IN ANY WAY TO USER'S USE OF LICENSOR'S SITE OR THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE WARRANTIES SHALL BE EXCLUDED AND THE LIABILITY OF LICENSOR SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. USE AND LIMITATIONS OF RESULTS

LICENSOR IS NOT ENGAGED IN RENDERING INVESTMENT OR FINANCIAL ADVICE TO YOU, AND THE RESULTS OF USE OF THE SOFTWARE AND LICENSOR'S SITE, INCLUDING THE CREATION OF A WEALTHCARE PLAN AND ITS PROVISION TO YOU THROUGH ACCESS TO THE SOFTWARE, MUST NOT BE REGARDED OR REPRESENTED AS CONSTITUTING PARTICULARIZED INVESTMENT OR FINANCIAL ADVICE BY US TO YOU. 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. NOTHING CONTAINED IN THE SOFTWARE OR ON LICENSOR'S SITE SHALL BE CONSTRUED AS (1) A RECOMMENDATION TO BUY OR SELL ANY SECURITY OR INVESTMENT PRODUCT OR (2) AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITY OR INVESTMENT PRODUCT.

11. REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor represents and warrants that it has the right to grant the licenses herein granted to User, and that, to its knowledge, the Software and the exercise by User of the rights herein granted shall not infringe any copyright, patent or trade secret of any third party. We represent that we are registered as an investment advisor under the Investment Advisors Act of 1940 and are authorized and empowered to enter into this Agreement.

12. INDEMNIFICATION

You shall indemnify and hold harmless us and our affiliates and our respective directors, managers, officers, agents and employees, from and against any and all losses, claims, demands, actions, or liability of any nature, including but not limited to attorneys' fees, expenses and court costs, arising out of or in connection with this Agreement, including termination of your access to the Service by the financial professional, who is providing the User with limited access to our Software, upon that financial professional's request that your access be so terminated except to the extent based upon, arising out of or in connection with our negligent, reckless, improper or illegal conduct in our performance or failure to perform under this Agreement, actions outside the scope of our authority or other material breach under this agreement, by us, our directors, managers, officers, employees and agents.

Non-Waiver of Rights: Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived

13. NO ASSIGNMENT

No rights, duties or obligations under this Agreement may be assigned or otherwise transferred without the prior written consent of the parties.

14. NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide services to other Users and receive fees for such services. The information provided with respect to such other Users and our own account may differ from the information given with respect to you.

15. UNITED STATES GOVERNMENT

The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

16. DISCLOSURE DOCUMENT

User acknowledges receipt of our Form ADV, Part II or similar disclosure document. User also acknowledges that User has reviewed the disclaimers and limitation of warranties associated with this Agreement.

17. ARBITRATION

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court; including the right to jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

Any controversy or dispute, which may arise between you and us concerning any transaction or the construction, performance or breach of this Agreement, shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association.

The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The Agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and you expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

18. MISCELLANEOUS

This Agreement represents the entire agreement between User and Licensor concerning the subject matter hereof and supersedes all prior oral and written agreements, discussions and other communications, and understandings between the parties with respect to the subject matter hereof, and neither of the parties shall be bound by any conditions, inducements or representations, including without limitation any statement in any advertising or promotional materials by or on behalf of Licensor. User agrees that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of either party to insist upon any of its rights under this Agreement upon one or more occasions shall not be deemed a waiver of such rights on any subsequent occasions. The laws of the Commonwealth of Virginia, excluding its conflicts-of-law rules, govern the construction and interpretation of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. User's conduct may be subject to other local, state, national, and international laws.