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By accessing and using the GainsKeeper® Solutions™ referred to below: (1) you agree to be bound by this Terms of Usage agreement and to follow its terms; (2) you represent that you have read this Terms of Usage agreement, and (3) you represent that you are an authorized representative of the person or entity in whose name the product was ordered and who has paid, or has agreed to pay, for use of the product. If you do not agree you ARE NOT PERMITTED TO access or use and you MUST NOT access or use the product.

GainsKeeper® Solutions™ (“GainsKeeper”) is a series of products and services offered (now or previously) by the Company which includes, but is not limited to the following current offerings: GainsKeeper®, GainsKeeper® for Brokerage, GainsKeeper® FundTaxPro™, GainsKeeper® for Fund Investments, GainsKeeperPro™, GainsKeeper® for Active Traders & Investors, GainsKeeper® for Advisors (Advisers) & Accountants, BasisPro™, GainsKeeper® BasisPro™, GainsKeeper® BasisProFA™, GainsKeeper® BasisPro™ for Investor Relations, GainsKeeper® DODAnalyzer™, GainsKeeper Professional Services; and the following prior offerings: (i) Trial, Investor, and Trader subscription levels; (ii) GainsTracker; (iii) GainsAdvisor; (iv) DivTracker; (v) GK for Advisors; (vi) GainsKeeperPro; (vii) portfolio and tax analysis and reporting; and (viii) quotes, research and investment and tax strategies, tips, ideas and discussions. Company reserves the right to modify the service names and to add new solution offerings. GainsKeeper may be available via websites including but not limited to www.gainskeeper.com, www.costbasisreporting.com, www.wolterskluwef.com and affiliated websites and includes all updates, enhancements and maintenance releases.

This GainsKeeper User Terms of Usage (this “Agreement”) is by and between Wolters Kluwer Financial Services, Inc., with a place of business at 6815 Saukview Drive, St. Cloud, Minnesota 56303 (“Company”) and the person or legal entity that requested or ordered access to GainsKeeper from Company or its licensee or reseller and in response to which Company assigned a unique Internet access code/password providing access to this Agreement (“You”).

IN CONSIDERATION OF the mutual promises set forth in this Agreement, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

LICENSE CERTAIN RESTRICTIONS

Subject to the terms and conditions of this Agreement, Company grants You a limited, non-exclusive, non-transferable, non-sub licensable, personal license to use the specific GainsKeeper application identified in an order accepted by Company and any accompanying user documentation solely to calculate, track and report capital gains/losses and/or dividend income, cost basis, holding period, wash sale loss deferrals and related adjustments and other financial information associated with Your financial investments within Company’s then-current subscription and pricing policies. You may only use GainsKeeper for investment accounts that relate to a single taxpayer or two taxpayers filing a joint income tax return for United States IRS tax reporting purposes. Enabling others who do not file their taxes under Your taxpayer ID or social security number to use Your GainsKeeper login ID and password is prohibited and will likely result in inaccurate tax information and reporting. You agree to keep Your password confidential and to advise Company if You have reason to believe that it has been compromised. Even if Your password is compromised, You are responsible for all activity under Your user name, including any charges incurred as a result thereof. You may NOT share access to GainsKeeper or the reports or other information generated by GainsKeeper with individuals or any other persons who do not file their taxes under Your taxpayer ID or social security number and who have not purchased licenses for GainsKeeper from Company. In addition, You may NOT duplicate GainsKeeper or distribute any GainsKeeper related content to any third party (other than in preparation of the preparing and filing of Your tax returns) including, without limitation, user interfaces, screen displays, text or other proprietary information of Company or its licensor container at the GainsKeeper website or within the

service, by any means including electronic transmission.

PERMITTED TRADE QUANTITY

The GainsKeeper service which You have ordered permits a maximum number of trades to be processed, as specified in Company's then-current subscription offerings and pricing policies. Trades deleted by You from Your account will not decrease Your trade count, unless the trade is deleted within thirty (30) days of entry into the GainsKeeper systems, in which case the deleted trade(s) will not count towards Your trade limit. In the event You exceed the trade limit of Your subscription level, You may increase Your trade limit by purchasing additional trade count authority ("Trade Buckets") consistent with Company's then-current pricing policies. The purchase of Trade Buckets does not extend Your subscription expiration date and unused trades will expire with no refund upon Your GainsKeeper subscription expiration date.

INFORMATION COLLECTION

You agree to allow Company to collect Your license registration information and allow Company to track Your usage of GainsKeeper and Company web sites. You further agree to allow Company to periodically send promotional email, mail and other promotional materials to You about GainsKeeper products and services, about Company's products and services and about the products and services of its affiliated companies and business partners.

FEES

You agree to pay all fees assessed on Your account in accordance with Company's then current pricing policies. The fees so specified do not include any applicable taxes; if Company is required to pay any taxes, other than taxes based on Company's net income, as a result of the transactions contemplated by this Agreement, Company will charge and You agree to pay such taxes.

NO LEGAL, TAX OR OTHER PROFESSIONAL ADVICE

You further agree that GainsKeeper merely provides general explanations and is not intended to provide legal, tax or other professional advice and cannot be relied upon by You or any actual or potential beneficiary as such. Although based on current law and information generally available, general assumptions may be made by Company and implemented in GainsKeeper which may not take into account potentially important considerations to specific taxpayers. Therefore, the views and information presented may not be appropriate for You. GainsKeeper does not provide tax advice. You should consult with Your own tax advisors and You (not Company) are solely responsible for any tax, tax penalties, or interest related to Your tax returns. You also agree that You, rather than Company, must also independently analyze and consider the consequences of subsequent developments and/or other events on Your use of GainsKeeper and make Your own determinations in light of Your specific circumstances.

Before using or acting upon information You receive through GainsKeeper (including information received through customer and phone support), You are advised to seek the advice of Your attorney, accountant, tax return preparer or other appropriate professional to determine: (1) if such information applies to Your particular circumstances, and (2) the sufficiency of such information for Your own legal, tax, accounting or other needs. By accepting this Agreement, You further acknowledge that Company, its officers, employees and agents are not authorized to practice law on Your behalf or to provide You with tax, accounting or other professional advice. The following notice applies to Your use of GainsKeeper and is required by law:

COMPANY PRODUCTS AND SERVICES, INCLUDING GAINSKEEPER CONTENTS, REPORTS, RESULTS, AND RELATED INFORMATION ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.

TERM AND TERMINATION

The term of this agreement shall be from the date it becomes effective by Your becoming bound hereto until the expiration date specified in Your order, unless extended by mutual agreement. Company may terminate Your license

hereunder if You fail to comply with any term or condition of this Agreement or if GainsKeeper, or any portion thereof, is, or in Company's determination, may be, the subject of a claim of infringement or misappropriation.

No refunds will be provided after purchasing GainsKeeper. Upon termination or closing Your account, the license granted herein shall terminate, You agree to cease all access or use of GainsKeeper, and You further agree that all information provided to Company concerning Your GainsKeeper account will as of such event be non-recoverable by You and that Company shall have no obligation to retain any such information.

PROTECTION OF RIGHTS

GainsKeeper contains trade secrets, copyrighted material and other proprietary property of Company and its licensors. You further agree that You will not decompile, reverse engineer, disassemble, or otherwise reduce any technology or embedded logic of GainsKeeper to human-perceivable form or disable any functionality that limits the use of GainsKeeper or any portion of its products. You agree to keep confidential Company's confidential software and know-how, to the extent embodied in GainsKeeper. You also agree that You shall not modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or create derivative works of GainsKeeper, or related materials, reports or contents or any part thereof and that any modifications or derivative works shall be the sole and exclusive property of and are hereby assigned to Company. Company or Company's licensors own and shall retain ownership of all GainsKeeper software, programs, processes and methodology, including without limitation, all applicable copyrights, patents, trademarks, trade secrets and other intellectual property rights. You agree that any suggestions, feedback, feature additions or potential enhancements to GainsKeeper made or offered to Company by You shall be the sole and exclusive property of and are hereby assigned to Company. GainsKeeper and its website(s) are protected by applicable copyright, trademark, trade secret and other laws protecting proprietary rights.

OWNERSHIP OF DATA, SOFTWARE AND PROCESSES

You shall own all of the raw data and information in the form in which You provide it to GainsKeeper. You grant Company a non-exclusive, irrevocable license to the same. You may instruct Company to change your raw data and information at any time and acknowledge that such instruction shall constitute Your authorization. You agree that Company may collect and use Your information in accordance with Company's privacy policy, as the same may be updated and revised from time to time. You represent that You have the right to provide to Company all information that You provide. Company shall own, and You hereby assign to Company, all of the data and information provided by You in the forms that are created, calculated, processed or compiled by GainsKeeper in connection with Your use of GainsKeeper.

DISCLAIMER OF WARRANTIES

You assume full responsibility for the selection and use of GainsKeeper to achieve Your intended purposes, for the proper data input and for verifying the results obtained from use of GainsKeeper. You acknowledge and agree that Company has no liability for any damages resulting from any error in data provided by You or from any third party vendor that is provided to GainsKeeper. GAINSKEEPER, GAINSKEEPER REPORTS, RELATED INFORMATION AND CONTENT, ALL OFFERINGS AND SERVICES, GAINSKEEPER'S CUSTOMER AND PHONE SUPPORT, AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING GAINSKEEPER, RELATED MATERIALS, REPORTS, CONTENTS AND INFORMATION, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUALITY, COMPREHENSIVENESS, USEFULNESS, MERCHANTABILITY, AND NON-INFRINGEMENT. COMPANY DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS IN GAINSKEEPER OR ANY PORTION THEREOF, WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF GAINSKEEPER WILL BE INTERRUPTION OR ERROR FREE. COMPANY DOES NOT WARRANT THAT GAINSKEEPER IS FREE FROM BUGS, VIRUSES, ERRORS, DISABLING DEVICES, OR OTHER PROGRAM LIMITATIONS, NOR DOES COMPANY WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE THROUGH CONTINUED ACCESS TO THE FREE OFFERING OF GAINSKEEPER OR TO THE DATA ENTERED INTO GAINSKEEPER AFTER OR IF A SUBSCRIPTION PERIOD BEGINS. SOME STATES DO NOT ALLOW THE

EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF REGISTRATION OF THE SERVICE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE. TO THE EXTENT THAT ANY WARRANTY, EXPRESS OR IMPLIED, IS DEEMED TO EXIST HEREUNDER, YOUR SOLE AND EXCLUSIVE REMEDY THEREFOR SHALL BE FOR COMPANY TO USE REASONABLE EFFORTS TO REPERFORM THE SERVICES OF GAINSKEEPER THAT DID NOT MEET ANY SUCH WARRANTY, OR IF SUCH EFFORTS ARE INSUFFICIENT, THEN TO TERMINATE THIS AGREEMENT.

LIMITATION OF LIABILITY AND DAMAGES

The entire liability of Company and its Representatives (as defined below) for any reason shall be limited to the amount paid by You for GainsKeeper and related services purchased from Company or its authorized reseller. To the maximum extent permitted by applicable law, Company and its subsidiaries, affiliates, licensors, participating financial institutions, third-party content or service providers, distributors, dealers or suppliers ("Representatives") are not liable for any indirect, special, incidental, or consequential damages (including, but not limited to: damages for loss of investment rights, 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 Company or its Representatives have been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to You. The limitations of damages set forth above are fundamental elements of the basis of this Agreement between Company and You. Company would not provide GainsKeeper or any related service or related information without such limitations.

INDEMNITY

You shall defend, indemnify and hold Company and its Representatives harmless from and against all claims, losses, liability, expenses, damages and costs, including reasonable attorneys' fees, arising out of or related to any breach of this Agreement by You or arising out of or related to any action or omission by You related to Your use or misuse of GainsKeeper.

INTERNATIONAL USE

Company makes no representation that GainsKeeper is appropriate or available for use in locations outside the United States of America, and accessing GainsKeeper from outside the United States of America is prohibited.

U.S. GOVERNMENT

GainsKeeper is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer service" and "commercial computer service documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014 (a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire GainsKeeper with only those rights set forth herein. GainsKeeper is offered by Wolters Kluwer Financial Services, Inc. Wolters Kluwer Financial Services, 6815 Saukview Drive, St. Cloud, Minnesota 56302 U.S.A.

REVISIONS TO THIS AGREEMENT

Company may revise this Agreement at any time by posting an updated version of this Agreement at the online location of GainsKeeper. By continuing to use GainsKeeper You agree to be bound by any such revisions. You agree to periodically visit this page to determine the then current terms and conditions of use to which You are bound.

GENERAL PROVISIONS

This Agreement supersedes any prior agreement and limited license for GainsKeeper. You acknowledge that this

Agreement is a complete statement of the agreement between You and Company, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding GainsKeeper, or any related information. This Agreement does not limit any rights that Company may have under trade secret, copyright, patent, or other laws. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The validity and performance of this Agreement shall be governed by New York law (without reference to choice of law principles), and applicable federal laws. This Agreement is deemed entered into at New York, New York, U.S.A, and shall be construed as to its fair meaning and not strictly for or against either party.

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