MORNINGSTAR Wealth

Morningstar User Agreement for ByAllAccounts Service

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This Morningstar® User Agreement for ByAllAccounts® service (the "Agreement") is a legal agreement between you and Morningstar, Inc., ("Morningstar") for the ByAllAccounts service, as defined below. In this Agreement, the terms, "service" or "ByAllAccounts service" means consolidating and presenting to you in an organized fashion certain information from your accounts with financial and investment institutions and other sources of information (each of these institutions or information providers, an "Account Provider") on secure web pages or other media. The term "You" or "you" means the company, entity or individual who is using the ByAllAccounts service under this Agreement - with "Use" being defined as storing, loading, installing, executing, displaying, retrieving, downloading, or otherwise processing information via the ByAllAccounts service.

Your Information and Authorization. In order to provide you with the ByAllAccounts service, Morningstar will collect, as you register for the ByAllAccounts service, your name, email address and certain other information as requested from time to time ("Contact Information").

In addition, for Morningstar to be able to access your Account Provider account information via the ByAllAccounts service, one or both of the following must occur:

1) For those Account Providers with whom Morningstar maintains a credentials-based connection for receipt of your account information, you must enter your online account access information, which may include your account number, user ID, password and/or personal identification numbers (PINs) specific to your account(s) ("Login Information"). You agree that your provision of such Login Information is your signature and authorization for Morningstar to serve as your agent in allowing you and Morningstar to access your Account Provider account information through and in conjunction with the ByAllAccounts service; and/or
2) For those Account Providers with whom Morningstar maintains a non-credentials-based connection, either via direct feed, API, or similar access, for receipt of your account information, the relevant Account Provider(s) will send Morningstar Your Account Provider account information upon your explicitly authorizing them to do.

By providing Your Login Information and/or authorizing your Account Provider to send Morningstar your Account Provider account information, you explicitly consent to Morningstar Using all Login Information and Account Provider account information to make the ByAllAccounts services to available hereunder, including, without limitation, Morningstar passing your Account Provider account information on to one or more platforms or services Used by you and/or your authorized agents to perform analysis on your behalf.

You may revoke your ByAllAccounts consent at any time through the ByAllAccounts application – either by deactivating your ByAllAccounts account with Morningstar (resulting in your revoking consent as to all

Account Providers) or by designating one or more Account Providers for whom you wish to revoke your consent. When you deactivate your ByAllAccounts account, we'll delete all your account information from the ByAllAccounts production environment.

You are responsible for and must provide all equipment, software (other than any software provided by Morningstar) and services necessary to access the ByAllAccounts service.

By posting updated versions of this Agreement on the ByAllAccounts service or otherwise providing notice to you, Morningstar may modify the terms of this Agreement, and may discontinue or revise any or all other aspects of the ByAllAccounts service in its sole discretion and without prior notice. All such changes shall become effective upon posting of the revised Agreement on the ByAllAccounts service, as to your future use of the ByAllAccounts service. The updated, on-line version of this Agreement shall supersede any prior paper or other media-based copies of this Agreement that may have been included in any software or related materials provided by Morningstar.

Privacy. MORNINGSTAR WILL NOT SELL, EXCHANGE, OR RELEASE ANY OF YOUR CONTACT INFORMATION OR LOGIN INFORMATION TO AN UNAFFILIATED THIRD PARTY WITHOUT YOUR EXPRESS PERMISSION (EXCEPT TO A THIRD PARTY TO THE EXTENT NECESSARY FOR THE PROVISION OF BYALLACCOUNTS SERVICE), UNLESS REQUIRED BY LAW OR COURT OR GOVERNMENTAL ORDER. NOTWITHSTANDING THE FOREGOING, MORNINGSTAR MAY USE CERTAIN THIRD-PARTY SERVICE PROVIDERS (E.G., AMAZON WEB SERVICES) FOR CERTAIN APPLICATIONS AND, AS A RESULT, PORTIONS OF YOUR INFORMATION MAY BE SENT TO AND/OR HOUSED ON SYSTEMS OPERATED BY THEM ON MORNINGSTAR'S BEHALF. WE MAY SHARE YOUR INFORMATION WITH YOUR ACCOUNT PROVIDER AS NEEDED TO PROVIDE NECESSARY SUPPORT.

Morningstar may however, where not otherwise prohibited by law or contract, share, exchange, sell or publicly disclose or use for any other purpose compiled, aggregated data containing no personally identifiable information. Unless otherwise prohibited by applicable law, Morningstar may contact you regarding account status and other matters relevant to the underlying ByAllAccounts service and/or the information collected. Morningstar may also use your Login Information for the purpose of improving the operation of the ByAllAccounts service. This provision and the policies outlined herein do not imply contractual or other legal rights of any other party.

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Usage Restrictions. You warrant that you will not access or use the ByAllAccounts service in any unlawful manner, for any unlawful purpose or in violation of this Agreement or applicable laws, rules and regulations. You agree that you will be responsible for all usage of the ByAllAccounts service through your account and, to the extent any fees apply to your use, any fees associated with that use or the use of any other services accessed through the ByAllAccounts service on your account whether or not authorized by you.

Except to the extent explicitly permitted under the terms of this Agreement, you may not: (i) permit other individuals to use the ByAllAccounts service; (ii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on any product, service, information, content, software, message, advertisement or any other work found at, aggregated at, contained on, distributed through, linked to or from, downloaded to or from or in any other manner accessed from the ByAllAccounts service (the "Materials"); (iii) copy (including copying onto a bulletin board or similar system) the ByAllAccounts service or Materials other than as specified herein; (iv) rent, lease, grant a security interest in, or otherwise transfer rights to the ByAllAccounts service or Materials; or (v) remove any proprietary notices or labels on the ByAllAccounts service or Materials. With regard to any Materials in which Morningstar or any affiliate of Morningstar claims a proprietary interest, you may download one copy of such Materials on a single computer for your personal, noncommercial use; provided that you keep intact all copyright and other proprietary notices. If you are using the ByAllAccounts service in any country in the European Community, the prohibition against modifying, translating, reverse engineering, decompiling, disassembling or creating derivative works based on the Materials does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs or any updates thereto.

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C. Any inaccuracy, omission, error or delay in the ByAllAccounts service or any Materials;

D. Nonperformance of or interruption in the ByAllAccounts service or any Materials due to: (i) any act or omission by any disseminating party, (ii) any force majeure (i.e., flood; riot; labor dispute; accident; action of government; communications, transmissions or power failure; equipment, systems or software malfunctions) or any other cause beyond the control of any disseminating party or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems including but not limited to any defects or failures with respect to your software, computer systems or Internet access provider;

E. The quality of the ByAllAccounts service or any Materials (including the results to be obtained from use of them); or

F. Any loss resulting from, arising out of or related to your access and/or use of or interaction with the ByAllAccounts service or the Materials.

Remedies. Your sole and exclusive remedy for any failure or nonperformance of the ByAllAccounts service or any Materials (including any associated software) shall be for Morningstar to use commercially reasonable efforts to adjust or repair the ByAllAccounts service or the Materials.

LIMITATIONS ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL MORNINGSTAR OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, EMPLOYEES, DISTRIBUTORS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF MORNINGSTAR OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, EMPLOYEES, DISTRIBUTORS OR AGENTS SHALL HAVE BEEN INFORMED OF THE

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Indemnification by You. You will indemnify and hold harmless Morningstar and any of its underlying service providers, business partners, information providers, Account Providers, licensors, employees, distributors or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees (all such claims, demands, etc., collectively, "Claims"), arising from or relating to your use of the ByAllAccounts service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; unauthorized access; any defective product or any injury or damage to person or property caused by any non-Morningstar products sold or otherwise distributed through or in connection with the ByAllAccounts service; or violation of any applicable law. Notwithstanding the foregoing, you are not required to indemnify Morningstar to the extent the damages associated with any particular Claim arise from Morningstar's gross negligence or willful misconduct.

Export Controls. None of the ByAllAccounts service or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or Using the ByAllAccounts service, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the ByAllAccounts service or any Materials, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

Term. You may terminate this Agreement at any time by notifying Morningstar. Morningstar may suspend your access to the service and/or terminate this Agreement immediately, with or without notice, if you breach any of its terms or if you engage in any offensive, abusive, or otherwise inappropriate behavior toward any Morningstar personnel. Upon any such termination or expiration, you must discontinue all use of the ByAllAccounts service, and immediately destroy the Materials together with all copies. The provisions of this

Agreement (other than your right to use the ByAllAccounts service) shall survive termination or expiration of this Agreement.

Assignment. Morningstar may assign this Agreement, in whole or in part, without your consent, to any affiliate or in connection with a merger, consolidation, reorganization, sale of all or substantially all of its assets related to the ByAllAccounts service, or other transaction resulting in a change of control of Morningstar, provided that the assignee agrees in writing to assume all obligations of Morningstar under this Agreement. You may not assign this Agreement, in whole or in part, without Morningstar's prior written consent.

Controlling Law and Severability. This Agreement constitutes the entire agreement between you and Morningstar with respect to the ByAllAccounts service. This Agreement is governed by the laws of the State of Illinois without reference to its conflict of laws provisions. In the event of any dispute involving this Agreement, Morningstar and you each consent to exclusive jurisdiction and venue in either the state or federal courts in the Cook County, Illinois and agree that the prevailing party shall be entitled to its reasonable attorney fees and costs. In the event any provision of this Agreement shall be deemed unenforceable, void or invalid, such provision shall be modified to the extent needed to make it valid and enforceable, and as so modified the entire Agreement shall remain in full force and effect. No decision, action or inaction by Morningstar shall be construed to be a waiver of any rights or remedies available to it.

Waiver of Class Action. Except as otherwise specifically prohibited by applicable law, all disputes arising from or related to this Agreement, a party's performance hereunder or any of its acts or omissions (or any of the acts or omissions of any of its agents) will be adjudicated on an individual basis and not in a class or representative action or as a member of a class, mass, consolidated or representative action, irrespective of the forum in which they are heard. Any claim asserted by a you or Morningstar hereunder shall not be joined for any purpose with the claim or claims of any other person or entity, unless both you and Morningstar specifically agree to the joinder of the individual actions.

Privacy and Security Statements. Privacy and Security statements are available separately. Any questions or issues may be directed via email or by calling the support number.

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