

## FTSE RUSSELL TERMS AND CONDITIONS

**BY CLICKING “I AGREE TO THE TERMS AND CONDITIONS” YOU AGREE TO BE BOUND THE TERMS AND CONDITIONS CONTAINED HEREIN.** Orion Advisor Technology, LLC (“Orion”) has entered into an arrangement with Frank Russell Company (“FTSE Russell”) whereby FTSE Russell has granted Orion and, by extension, Orion’s customers, (each a “Customer” or “You” or “Your”), the ability to obtain certain index level data made available to Orion by FTSE Russell (such index level data included, as communicated by Orion to Customer from time to time, the “FTSE Russell Data”). When You click “I Agree,” You are agreeing to these terms and conditions and the FTSE Russell-specific terms and conditions set forth below (collectively, the “Terms”) on behalf Your organization, its affiliates, and subsidiaries and such organization shall be deemed bound by these Terms:

1. **No Advice.** You expressly agree that the FTSE Russell Data does not provide You with any financial or investment advice, and that any such action You take in reliance on the FTSE Russell Data is at Your own discretion.
2. **No Warranty.** You hereby agree that the FTSE Russell Data is being provided “as-is”, without any warranty or representation regarding its availability, functionality, or results. You further agree that Orion, FTSE Russell, or their affiliates, shall not be held responsible or liable for any result, or lack thereof, derived from the FTSE Russell Data.
3. **Precedence.** You are accessing the FTSE Russell Data because You and Orion have executed that certain Services Agreement (the “Agreement”) and agreed to these Terms. In the event of a direct conflict between these Terms and the Agreement, these Terms shall govern and control with respect to the FTSE Russell data.

## FTSE RUSSELL-SPECIFIC TERMS AND CONDITIONS

1. Customer shall only be permitted to view the specified FTSE Russell Data internally. No other use of FTSE Russell Data shall be permitted.
2. For the avoidance of doubt (but without limitation to the foregoing):
  - (a) Customer shall not copy, store, sell, license, distribute, transmit or duplicate to any third party or to any person (including within the Customer's organization) any FTSE Russell Data or any part thereof in any form or by any means;
  - (b) Customer shall not derive, recalculate, combine with other data or otherwise modify the FTSE Russell Data, create history and/or distribute such derived, recalculated, combined or modified FTSE Russell Data to any third party;
  - (c) Customer shall not make the FTSE Russell Data available on any website or in an application, or to the public via the internet or otherwise;
  - (d) Customer shall not use the FTSE Russell Data for the purpose of:
    - i. (i) Creating and/or operating (whether by itself or by any third party) any financial product, index, or service which seeks to match the performance of or whose capital and/or income value is related to the FTSE Russell Data or any part thereof;
    - ii. Creating and/or operating (whether by itself or by any third party) any financial product, index, or service the performance of which is linked to the performance of a third party's product, index, or service which, in turn, seeks to match the performance of or whose capital and/or income value is related to the FTSE Russell Data or any part thereof (and whether or not such third party is license by FTSE Russell to do so); or
    - iii. generally exploiting the FTSE Russell Data in a manner designed to benefit Customer or any third party (including the creating of any product or service).
  - (e) Customer shall not take a snapshot of any real time or delayed FTSE Russell Data or designate or refer to any FTSE Russell Data as being an end of day value or closing price;
  - (f) Customer shall not use the trademarks, service marks, names, logos, titles and short-form names or remove any copyright or proprietary notices incorporated into the FTSE Russell Data and Customer shall acknowledge FTSE Russell and/or relevant third-party information providers are the owners of the intellectual property rights in, and relating to, the FTSE Russell Data;
  - (g) Customer shall not use the FTSE Russell Data in any way or for any purpose that would require a separate license from FTSE Russell or any other person; and
  - (h) Customer shall not permit, or purport to permit, any third-party to do any of the foregoing.

**BY ACCEPTING AND ACKNOWLEDGING THESE TERMS BY CLICKING "I AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE," YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU ARE ACTING ON BEHALF OF TO THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS SET FORTH HEREIN AND DO NOT AGREE TO BE BOUND BY SUCH TERMS, PLEASE DO NOT ACKNOWLEDGE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING THE " I AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE" BUTTON.**