

## WILMINGTON TRUST INVESTMENT MANAGEMENT ON-LINE SERVICES AGREEMENT

1. Wilmington Trust Investment Management, LLC ("Company") hereby grants you a non-exclusive, non-transferable license for the term of this Agreement to access and use, Company's Internet-based securities trading service (the "Product"). The Product is available through the World Wide Web protocol of the Internet, and allows you to obtain information concerning your brokerage account with Company, enter orders in such account to buy and sell certain securities, stock options and mutual funds, and obtain quotations and other information (some of which may be provided by third parties). You agree not to assign, sublicense or otherwise convey or transfer your rights under this Agreement to another person or entity.
2. You shall be the only authorized user of the Product under this Agreement. Data, information and services accessible through the Product may be displayed, reformatted and printed for your personal, noncommercial use only. You agree to keep confidential and not cause or permit such data, information or services to be published, broadcast, retransmitted, reproduced, commercially exploited or otherwise re-disseminated. You agree not to create any derivative works (including databases) based on the Product or any data, information or services contained therein.
3. You understand that all the terms and conditions of your Customer Account Agreement with Company and Company's Agreement with its clearing agent, Pershing LLC, including margin and options agreements, if applicable and any applicable prospectus, control the operation of your account hereunder and those terms and conditions are incorporated herein by reference. You acknowledge the Product may involve the transmission to you of information that may be considered personal financial information, including but not limited to the identity and number of shares that you trade and the net dollar price for the shares. You acknowledge that Company cannot assure the security of electronic transmission of such information over the Internet. You consent to the transmission by electronic means of such information through the Product, such consent shall be effective at all times that you use the Product.
4. Your use of the Product requires your receipt from Company and use of a unique identification number ("ID") and associated password ("Password"). You hereby agree to maintain your ID and Password in strict confidence. Due to the nature of the Internet, the limited security mechanisms associated with the Product and the inherent limitations of such mechanisms, Company cannot ensure the privacy, security or authenticity of your communications with the Product. Accordingly, you must assess whether the use of the Product or the Internet is adequately secure to meet your particular needs. Further information on this topic may be obtained from Company.
5. You agree that any request to enter an order given by you and any information furnished to you through the use of the Product shall be subject to the following terms and conditions:

- a. If a request to enter an order has been sent to Company through the Product and you did not receive acknowledgment that the request was successfully transmitted and/or receive a message stating that you must call Company, you shall immediately call Company.
  - b. If a request to enter an order has been placed through the Product and you have not received an accurate written confirmation of the order or of its execution within five (5) business days, you shall immediately notify Company.
  - c. If you have received confirmation of an order which you did not place or any similar conflicting report, you shall immediately notify Company.
  - d. You shall immediately notify Company if there is unauthorized use of your ID, Password or other security data.
  - e. You shall immediately notify Company if there is a discrepancy in the account balance, stock position or order status associated with any of your accounts.
  - f. You shall immediately notify Company of any other type of discrepancy or suspicious or unexplained occurrence relating to the Product.
  - g. All notifications to Company pertaining to this Agreement should be sent directly to Company unless otherwise specified.
6. As a condition of being approved to use the Product you represent and agree that the following statements are and will continue to be true for so long as you have access to the Product:
- a. You will not use or distribute any information or market data that you access through the Product that is provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify Company if you intend to do so and, if such retransmission rights can be obtained, to pay any additional charges in connection therewith.
  - b. You will use the information that you access through the Product solely in connection with your personal investment activities and not in connection with any trade or business activities.
  - c. You are not a securities broker/dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing utilizing the Product in your business for the benefit of your clients.

d. If you are employed by a bank or insurance company or an affiliate of either to perform functions related to securities or commodity futures trading activity, you will not use the Product for the benefit of your employer or any clients of your employer.

7. Your use of the Product or certain features and functions of the Product may be subject to certain fees imposed by Company. Company will notify you of such fees, if applicable.

8. You understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. You also understand that neither any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information or messages disseminated by any party. No disseminating party shall be liable in any way, and you agree to indemnify and hold harmless each such party, for (a) any inaccuracy, error or delay in, or omission of (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance, or (iii) interruption of any such data, information or message, due either to any act or omission not constituting gross negligence or willful misconduct by any disseminating party or to any "force majeure" event (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, telecommunications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party.

9. The Product includes facts, analysis and recommendations of certain persons and entities. Company does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these analyses or recommendations, give investment advice, or advocate the purchase or sale of any security.

10. THE PRODUCT MAY CONTAIN TECHNICAL AND OTHER ERRORS AND LIMITATIONS AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY AND ITS LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, SECURITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT AND ALL INFORMATION MADE AVAILABLE THROUGH THE PRODUCT. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE PRODUCT, INCLUDING THE ENTRY OF ORDERS TO SELL AND BUY SECURITIES, IS ASSUMED BY YOU. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

11. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY, ITS LICENSORS OR

ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING OUT OF THE USE, RESULTS OF USE, OR INABILITY TO USE THE PRODUCT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMIT MAY NOT APPLY TO YOU.

12. You acknowledge that the Licensors and others are relying on your entering into this agreement and their receiving the benefit of the provisions set forth in this Agreement.

13. This Agreement, and your rights hereunder, may be terminated by Company at any time. In the event of termination, Company will immediately notify you in writing. Your access to the Product, and your ability to place orders through the Product, will cease as of the effective date of termination. Termination of your Customer Account with Company shall be deemed a cancellation of all of your outstanding orders, if any, submitted before the effective date of such termination of your Customer Account with Company.

14. This Agreement shall be governed by the laws of the State of Georgia, excluding its conflicts of law provisions.

15. This Agreement is the complete and exclusive statement of obligations and responsibilities of Company and its licensors to you and supersedes any other agreement or understanding, whether written or oral, by or on behalf of Company relating to the provision and use of the Product.

16. Company may revise the terms of this Agreement. When the terms are revised, Company will notify you by posting a revised version of the Agreement. Your use of the Product under the revised terms requires your affirmative acceptance of such terms by clicking the "Accept" button before accessing the Product.

17. If any provision of this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.