

## DTCC SOLUTIONS LLC OPERATING PROCEDURES

### 1. General

DTCC Solutions LLC (the “Company”), a limited liability company organized under the laws of the State of New York, has entered into User Agreements with various persons or institutions (each, a “User”) for the provision of one or more services offered by the Company to Users (each a “Service” and collectively, the “Services”). The automated systems or other mechanisms through which the Company provides the Services are referred to collectively herein as the “System”.

The System is intended to provide Users with access to such Service or Services of the Company as requested by such User, and agreed to by the Company. Each Service of the Company, and the terms and conditions applicable thereto, shall be set forth in greater detail in an Appendix to these Operating Procedures, and related Applicable Publications (defined below), if any. In the case of certain Services, the Appendix to these Operating Procedures applicable thereto may contain one or more forms of schedules (each, a “Schedule”), which shall be finalized and agreed upon by the Company and each User which elects to execute a Schedule to receive the Services described therein.

### 2. User Information; Non-Repudiation

The Company will maintain for the benefit of Users a database that (a) assigns to each User a unique alpha-numeric identifier and (b) groups Users into families (each, a “Family”) as directed by the Users (through User Agreements or in such other form as designated by the Company from time to time) that desire to be so grouped. Users may access the System through such technical links as are supported by or on behalf of the Company from time to time and in the manner and subject to the security arrangements established by the Company from time to time, as set forth in information documents specific to the System or related to any Service or group of Services, which information documents may include Schedules with respect to certain Services (collectively, the “Applicable Publications”). The Company shall retain exclusive control over the System. Data, orders, instructions, messages, confirmations, positions, records and other information submitted to the System (collectively, “Records”) indicating a particular User as the submitting party, shall be conclusively presumed to have been duly authorized by the User whenever such Records are so determined to have been submitted to the System with the secure identifiers assigned to that User or its Family. If a User submits a Record for another User that is a member of the same Family, the Record shall be conclusively presumed to have been made on behalf of such other Family member and to have been duly authorized by such other Family member.

### 3. How the System Works

#### (a) Distribution of Data by the Company to Users through the System

The Services may entail distribution of data collected by the Company and offered to Users for their internal use or further redistribution to their clients, as set forth in the applicable Appendix with respect to such Service and such Schedule(s) as the User may execute with the Company. The scope of the license furnished by the Company to a User covering the data provided under any such Appendix or Schedule, together with any other special terms

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(including fees and related term), shall be as set forth in such Appendix or Schedule. If there is any conflict between these Operating Procedures (including the Appendix applicable to such Service) and the terms set forth in a Appendix or Schedule, the terms of the Appendix or Schedule shall prevail; *provided, however*, that the terms of such Appendix or Schedule shall prevail solely with respect to the User's use of the data received pursuant to the terms of such Appendix or Schedule, and such terms shall not apply to any other Appendix or Schedule which the parties may have executed or with respect to any other Services that are offered by the Company to the User.

**(b) Transmission of Records between Users through the System**

The Services may entail submission of one or more Records by Users to the System for processing or transmission to other Users or for other purposes. The Company may establish descriptions, layouts, formats, processes and other specifications (collectively, "Files") from time to time for use in submitting Records to the System. Records improperly formatted or not conforming to such Files may be rejected by the Company in its discretion. Modifications to Files by the Company will be announced to Users through the issuance of important notices (each, an "Important Notice"), which will be made available by the Company to Users in accordance with Section 4(c) below. Users agree with the Company to use the System in accordance with the most up-to-date version of Applicable Publications made available by the Company from time to time.

**(c) Termination of Use of Services.**

A User's ability to use the System may be terminated (such a User, a "Terminating User") by either Voluntary Termination or Involuntary Termination as described below.

- o Voluntary Termination. Subject to the terms set forth in an Appendix or Schedule, a Terminating User may terminate its use of the System upon at least four calendar days' notice to the Company.
- o Involuntary Termination. The Company may terminate a User's use of the System (1) with respect to any Service requiring the transmission of Records by a User, if the Company is unable to establish communications with the User using the last known contact information in the Company's records for a period of 30 days and the User has no active means of interaction with the System (e.g., no active digital certificate), (2) if the User has materially breached its User Agreement and/or these Operating Procedures (including applicable Appendixes) and/or any executed Schedule (and, if the Company in its reasonable discretion determines that such breach is capable of cure, the User has not cured such breach within two weeks of receiving written notice of such breach from the Company) or (3) under such other circumstances as may be set forth in such procedures for termination of Users as may be adopted by the Company from time to time.

Immediately after either Voluntary Termination or Involuntary Termination, all attempted submissions of Records by the Terminating User shall not be permitted by the System and the Terminating User shall have no other access to the System. The Terminating User shall not accrue fee obligations from the effective date of the termination onwards. Fees paid in advance with respect to any Service shall be either returned on a pro-rated basis by the Company or

forfeited by the Terminating User as set forth in the applicable Appendix and/or Schedule. Except as set out in these Operating Procedures, all other obligations and rights of the Terminating User under these Operating Procedures shall survive termination of use of the System.

Each User waives any claim that it may have against the Company with respect to any Terminating User's termination of its use of the System.

#### **4. Important Legal Information.**

##### **(a) Copyright**

These Operating Procedures, as may be amended from time to time (including any Appendix and Schedule thereto), any Applicable Publications, all Files and any data distributed by the Company with respect to any Service are proprietary of and protected by copyright by the Company or its affiliated companies.

Neither the Company nor any of its affiliated companies shall be deemed to have waived any of its respective proprietary interests as a result of any User's use of the System or any Files. The use by any User of the System or any Files shall not constitute the sale or assignment by the Company, or any of its affiliated companies, of any trademark, copyright or other intellectual property right. All rights not expressly granted herein are reserved by the Company.

Each User is granted, only for so long as it is a User, a personal, limited, non-exclusive, non-transferable, non-sublicensable and freely revocable license to use the System and the Files solely for User's own internal business purposes in connection with access to and use of the Services.

Users will not, without the prior written consent of the Company in each instance: (i) use in advertising, news release, marketing materials, trade publication, publicity or otherwise any trade name, trademark, trade device, service mark, symbol, logo or any abbreviation, contraction or simulation thereof owned or used by the Company or any of its affiliated companies or any depiction of the Company or any of its affiliated companies; or (ii) represent, directly or indirectly, that any business of the User has been sponsored, approved or endorsed by the Company or any of its affiliated companies.

Each User shall use reasonable efforts to prevent any unauthorized person from accessing the System or any Files through the equipment or facilities of the User and its affiliates. If an unauthorized person does so obtain access to the System or any Files, User shall: (i) ascertain the source and manner of acquisition; (ii) fully brief the Company within two (2) business days of such User's first knowledge of such unauthorized acquisition; (iii) otherwise cooperate and assist in any investigation relating to any unauthorized access to the System and receipt of any Files; and (iv) implement any necessary corrective actions to prevent further unauthorized acquisition.

##### **(b) Terms of Use**

- Record Submissions to the System by Users and Applicable Law. Each User agrees that the submission of Records through the System shall meet the requirements of any

law, rule or regulation (“Applicable Law”) to which such User is subject. Each User agrees that its access to and use of the System, and any activity that such User undertakes in connection therewith, will at all times comply with Applicable Law. The User is responsible for determining whether it is permitted under Applicable Law, or is otherwise authorized, to submit and receive any information to and from the System. The Company is not making, and hereby expressly disclaims, any representations or warranties as to the status or Records submitted to the System by Users under Applicable Law or any contractual arrangements involving Users. Each User agrees that the System may not be used by any person in any jurisdiction where these Operating Procedures or use of the System would be contrary to any Applicable Law. Each User that is a regulated entity agrees that such User will be solely responsible for complying with all requirements under Applicable Law with respect to record keeping and the maintenance of its books and records, and the Company makes no representation that the System will satisfy such requirements.

- Operating Procedures constitute a part of each Record; Reliance by other Users. Each User that submits any Record through the System agrees that these Operating Procedures (other than the provisions of Sections 4(a), 4(c), 4(d), 4(e), 4(g), 4(h), 4(i), 4(j)(ii) and 4(j)(iii)), including any applicable Appendix, constitute a part of each such Record to the same extent as if such Operating Procedures had been expressly included as part of such Record and further agrees that each receiving User shall be entitled to rely on and enforce the terms of such Operating Procedures (other than the provisions of Sections 4(a), 4(c), 4(d), 4(e), 4(g), 4(h), 4(i), 4(j)(ii) and 4(j)(iii)) against such submitting User as an intended third-party beneficiary of such Operating Procedures, and without the need for such receiving User to join with the Company in order to enforce such Operating Procedures against any such submitting User. Each User that submits any Record through the System agrees that it will not (i) claim, solely on the basis of the electronic nature of the System, that any Record is inadmissible in a court of law or other proceeding or (ii) object, solely on the basis of the electronic nature of the System, to the admission of any Record in a court of law or other proceeding.
- Assignment. Each User agrees that it will not assign or otherwise transfer its rights or obligations under its User Agreement, these Operating Procedures or any Schedule, to any third party without the Company’s prior written consent, which consent may be withheld in the Company’s sole discretion. Any such assignment or transfer without the Company’s consent shall be null, void and without effect. An authorized transferee must agree in writing to be bound by the terms of the transferor’s User Agreement and hereunder, and any Schedule, as of the effective date of the transfer, and the transferor must provide to the Company a written undertaking, signed by the transferee, agreeing to be bound by the terms of such User Agreement and hereunder and any Schedule for all activity of the transferor in the System taken up to the time of transfer.

Each User agrees that the Company may from time to time assign or transfer its rights or obligations under the User’s User Agreement and these Operating Procedures, and any Schedule, in whole or in part, to an affiliate of the Company, in each case without the consent of any User; provided, that the transferee agrees in writing to be bound by the terms hereof and thereof and the Company provides to the User a written undertaking (which may be in the form of a single undertaking for the benefit of all Users), signed by the transferee, agreeing to be bound by the terms hereof and thereof through the time of

the transfer. The Company will notify Users of any such action pursuant to Section 4(c) below.

- o Users to follow Most Current Operating Procedures. The contents of these Operating Procedures, including any Appendix, may be updated periodically, possibly in different formats. The most current version of these Operating Procedures and any Appendix, as well as Important Notices that address the contents of these Operating Procedures, any Appendix and Applicable Publications, will be made available by the Company to Users from time to time in accordance with Section 4(c) below. The Company will not be responsible for losses, costs or expenses arising from any failure of Users to follow the Company's most current Operating Procedures, Appendixes and/or Applicable Publications.

### **(c) Notices**

The Company will provide at least ten (10) business days' prior notice via Important Notice to Users of any material modification, amendment or supplement to these Operating Procedures, any Appendix, any Applicable Publication or any File.

Important Notices and any other notices from the Company to a User shall be sufficiently served on such User if the Important Notice is in writing, is delivered to the User's office address or e-mailed to the User's e-mail address. Any Important Notice or other notice to a User, if mailed to the User's address, shall be deemed to have been given when deposited with the United States Postal Service or nationally recognized courier service, with postage thereon prepaid, directed to the User's office address. Any Important Notice or other notice to a User if e-mailed shall be deemed to have been given when routed to the e-mail address of the User.

Notwithstanding anything herein to the contrary, the Company may distribute Important Notices to Users by posting such Important Notices on the Company's website at [www.dtcc.com](http://www.dtcc.com). The Company shall deem an Important Notice sufficiently served once the Important Notice is posted to the Company's website, and it is the responsibility of Users to retrieve Important Notices daily from the Company's website.

Any notice required to be given under these Operating Procedures by a User to the Company shall be sufficiently served on the Company if the notice is in writing and delivered to the e-mail address of the User's appointed Company Relationship Manager, with a copy of any such notice sent to the Company at its principal place of business, Attention: General Counsel.

### **(d) User Payments**

Each User agrees with the Company that such User will pay to the Company such fees and charges applicable to such User for use of the System and the applicable Service(s) as shall be specified from time to time in the applicable Appendixes to these Operating Procedures and/or any Schedule it may execute with the Company. Each User shall arrange with the Company for an automated means of payment, which may include, where such User has, or has an affiliate that has, a daily money settlement account at The Depository Trust Company ("DTC") or another affiliate of the Company, a payment through such money settlement account, or through an alternate form of payment that the Company may make available.

### **(e) Access to the System and Security**

Users agree to abide by the security procedures specified by the Company in the Applicable Publications, Appendices and/or any Schedule. Users will take reasonable steps to maintain the confidentiality and integrity of such security procedures. Users will not knowingly or negligently introduce or permit the introduction of any computer viruses, worms, Trojan horses or other harmful codes into the System. Each User agrees with the Company that such User is responsible for preventing unauthorized access to the System through such User's identifier.

User agrees to use reasonable efforts to prevent any firm, corporation, limited liability company, partnership, trust or other form of entity or association, as well as an individual natural person (a "Person") from obtaining "Data" (as defined in an Appendix) through the equipment or facilities of User and its Affiliates, except as authorized hereunder or under another agreement between User and Company. If an unauthorized Person does so obtain the Data, User shall: (i) ascertain the source and manner of acquisition; (ii) fully brief Company within two (2) business days of User's first knowledge of such unauthorized acquisition; (iii) otherwise cooperate and assist in any investigation relating to any unauthorized receipt of the Data; and (iv) implement any necessary corrective actions to prevent further unauthorized acquisition.

If Company believes that unauthorized Person(s) may have obtained access to or are using the Data, Company will have the right, upon reasonable notice to User, to conduct an audit regarding the unauthorized access pursuant to the applicable Appendix. User will cooperate with Company in investigating and stopping such misuse, and, at Company's written request, will promptly discontinue furnishing Data to such Person in accordance with the Person's data agreement unless and until such Person is again approved by Company to receive Data in some authorized capacity.

### **(f) Representations and Warranties; Agreements**

- o Users. By using the System, each User represents and warrants that (1) it has the power and authority to enter into and perform its obligations under these Operating Procedures (including any Appendix and/or any Schedule) and its User Agreement, (2) these Operating Procedures (including any Appendix and/or any Schedule) and its User Agreement constitute valid, binding and enforceable obligations of such User, (3) such User's access to and use of the System does not and will not violate any Applicable Law or contractual or other restriction applicable to such User in any material way, and (4) it has provided the Company with its full, correct legal name.

Each User agrees that (a) access to the System will be limited to authorized personnel who will be using the System within the scope of their employment and solely for such User's or its Family's business purposes, (b) upon any change to its legal name, the User shall promptly notify the Company in writing of such change and its new legal name, and (c) User will promptly notify the Company in writing of the occurrence of any merger, reorganization or similar corporate event with respect to such User.

#### United States Users

To the extent that User is located within the United States, or is otherwise subject to the

jurisdiction of the United States, User certifies the following:

User is a U.S. person as defined by applicable regulations administered and enforced by OFAC. User agrees that it is thereby subject to, and has implemented a program reasonably designed to comply with, such regulations. As part of its OFAC compliance program, User also certifies that it has screened and will continue to periodically screen against the most recent version of OFAC's List of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorist Organizations and Specially Designated Narcotics Traffickers (collectively referred to as the "SDN List") the name and address of any client (whether User is acting in the capacity principal or agent) whose activity User processes through the System.

#### Non-U.S. Users

To the extent that User is not located in the United States, or is not otherwise subject to the jurisdiction of the United States, User certifies that it will not conduct any transaction or activity through the System that User knows, either due to its screening or through other means, to be in violation of the regulations administered and enforced by OFAC.

- o Company. The Company represents and warrants that (1) it has the power and authority to enter into and perform its obligations under these Operating Procedures (including any Appendix and/or Schedule) and (2) these Operating Procedures (including any Appendix and/or Schedule) constitute valid, binding and enforceable obligations of the Company.

#### **(g) Company's Compliance Obligations**

Users acknowledge that the Company is an affiliate of companies that are Securities and Exchange Commission registered Clearing Agencies. Accordingly, Users acknowledge and agree that the Company may take or refrain from taking any action that the Company or its affiliates consider necessary or appropriate to comply with Applicable Law or with any subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, or to enable the Company and its affiliates to continue to provide the System to the Users.

Subject to Applicable Law, each User will supply to the Company all information that is reasonably requested by the Company concerning such User and related to such User's use of the System or that is reasonably and in good faith deemed by the Company to be necessary.

Neither the Company nor its affiliates, nor any of their respective officers, directors, employees or other representatives, will be liable to any User or any other person as a result of taking or refraining from taking any such action.

#### **(h) Confidential Information and Use of Data**

The manner in which the Company treats confidential information of the User shall be governed by the Information Privacy Policies and Procedures of The Depository Trust &

Clearing Corporation and Subsidiaries, which may be found at [www.dtcc.com](http://www.dtcc.com). Notwithstanding the immediately preceding sentence, Users acknowledge and agree that nothing shall prevent the Company (or its affiliates) from releasing or disclosing aggregated data and other information sourced from data supplied to the Company by Users in connection with their use of the System, including by selling such aggregated data and other information; provided, however, that in no event shall the release or disclosure of such aggregated data and other information identify the economic terms of any specific transaction supplied to the Company by any User. By way of providing examples, but not by way of limitation, Users acknowledge and agree that the Company may use data supplied by Users to create products and services (i) containing benchmarking and other aggregated information and analysis that may contain anonymous data or (ii) that may identify a User or groups of Users by size, market share, degree of use of a service or other similar aggregated indicator.

Each User agrees that it will treat as confidential (both during and after the termination of a User's access to the System) all Company Confidential Information. "Company Confidential Information" shall mean all Files and other technical specifications of the System, screen shots, information pertaining to product design, User interface and all data distributed by the Company with respect to any Service. Users will not transfer or disclose Company Confidential Information to any third party or use such Company Confidential Information except as otherwise expressly provided under these Operating Procedures, any Appendix, any Schedule executed by the Company and the User, or the Applicable Publications. Users may disclose Company Confidential Information to (i) the User's employees, officers and directors, (ii) its affiliates and the employees, officers, and directors of such affiliates, or (iii) any professional consultant or agent retained or utilized by the User (collectively, the "User's Representatives"), in each case, as reasonably deemed necessary by the User to assist the User in its use of the System; provided, that the User's Representatives are informed of the confidential nature of the Company Confidential Information and such User Representatives agree to be bound by the terms of this Agreement. The User shall be responsible to the Company for any breach of this Agreement by any of the User's Representatives.

Company Confidential Information will not include (i) information that is, or becomes, known to the public other than through a breach by a User of these Operating Procedures or any Schedule, (ii) information that is rightfully received by a User from a third party entitled to disclose it, or (iii) information that is independently developed by a User without use of the Company Confidential Information disclosed by the Company. In addition, a User may disclose Company Confidential Information to the extent required by Applicable Law, including, without limitation, as required by subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other authority, agency or organization having jurisdiction over the User, but such disclosure shall be only to the extent and only for so long as necessary to comply with such Applicable Law; provided that the User shall, if able under Applicable Law, give the Company reasonable notice prior to such disclosure and shall comply with any applicable court protective order or equivalent court action.

The User acknowledges that some or all of the Company Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and undertakes not to use any Company Confidential Information for any unlawful purpose or disclose such information to any party other than the respective User counterparty and except as provided under these Operating Procedures, including any applicable Appendix hereto.



Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record such User's use of the System.

When required by applicable Law, User shall procure from time to time the consent of any of its and its Affiliates' authorized employees, users, customers, clients, agents and other representatives (collectively, "Agents") with respect to: (i) the processing of personal data by Company; and (ii) the transfer of personal data out of the European Economic Area (the "EEA") in each case for purposes in connection with the User's use of the Services and Data. Company may use the information about Agents in conducting business with User, including determining individuals authorized to access the Services on behalf of User, to provide instructions on behalf of the User, and as contact information. With respect to the transfer of personal data outside of the EEA, data may be transferred to offices of Company or its Affiliates or to third parties (selected service providers who provide services in connection with the Services) located in countries that do not have such protective data protection legislation when compared to European Law. By submitting personal data as set forth in this and similar forms related to the Services, User agrees to the transfer, storing or processing of personal data outside of the EEA. If the United Kingdom Data Protection Act 1998 (the "Act") applies, User hereby warrants that the transfer of personal data of any of its Agents to Company for the purposes of processing personal data as is specified herein is in compliance with the Act. The Company's privacy policy is located at [www.dtcc.com](http://www.dtcc.com) for additional information.

**(i) Limitation of Liability and Disclaimer**

The Company will have no responsibility or liability for any Record submitted by any User that is improperly formatted or is otherwise not conforming to the applicable Files. While the Company may inform a User of such improperly formatted or nonconforming submissions, the Company shall have no obligation to inform any User of such problems and the Company's failure to so inform a User shall in no way signify that the Record was properly formatted and is conforming. The Company shall have no responsibility for ensuring that any Record submitted conforms in form and substance to the applicable Files.

The Company will have no responsibility or liability for (i) the completeness, correctness or accuracy of any Records it receives from any User, (ii) the completeness, correctness or accuracy of any data or Record that it delivers to any User who may use such data or Record, or (iii) the successful or unsuccessful completion of any transaction covered by any Record. The Company will not be responsible for verifying any data it provides to a User, any Record received from a User or any Record delivered to a User. The Company makes no representation that any data or Record is accurate as of any specific time. Users act at their own risk in using or relying on any such data or Records as the basis for an order or any other decision. The Company in no event guarantees that any party to a transaction covered by any Record will fulfill its obligations to the other party or parties to such transaction.

The System is provided "as is." The Company and its affiliates do not make any representation or warranty, express or implied, as to the System or any other matter. Each User hereby waives any implied warranty or similar protection under any Applicable Law that may be claimed to apply to the System. The Company does not warrant that any method of accessing the System is secure and will have no liability in connection with a User's method of accessing the System.

The Company will not be liable to any User for any loss or damage of any kind directly or indirectly arising out of or related to such User's participation in or use of the System, including, without limitation, any loss or damage arising out of or related to (i) any failure of information available on or through the System, including Records submitted to the System or any data distributed to Users, to be free of error or inaccuracies, (ii) the System, any data or Records to be up-to-date, complete, correct or accurate, (iii) any failure of the System to be free of viruses or (iv) any failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures set forth in the Applicable Publications, except, in each case, to the extent that such loss or damage results from the Company's negligence, willful misconduct or fraud; provided, however, that if such loss or damage arises from the Company's simple negligence, the liability of the Company to any User shall be limited to an amount equal to the highest fees paid by the User during any one complete calendar month in the immediately preceding 12-calendar month period (the "Fee Limit"). Each User agrees to, and shall, defend and indemnify each of the Company and each of its consultants, employees, officers and directors (each, an "Indemnified Person") from and against all reasonable losses, liabilities, damages, judgments, settlements, fines, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and disbursements and the expenses of enforcing this provision) (collectively, "Losses") that such Indemnified Person may incur directly arising out of or directly relating to the acts or omissions of such User in connection with its participation or failure to participate (for itself or on behalf of others) in or use or failure to use the System, any unauthorized access to the System through such User's interface with the System or any other matter relating to such User's use of the System, except, in each case, to the extent that the Company's negligence, willful misconduct or fraud has contributed to such Losses; provided, however, that to the extent that the Company's simple negligence (as opposed to gross negligence, willful misconduct or fraud), has contributed to such Losses, such User's indemnity obligation shall be no greater than the amount of the Fee Limit.

In no event shall the Company or any User be liable to the other for any indirect, consequential, special, exemplary, incidental, or punitive damages.

**(j) Limit on Actions.**

In no event will either Party be liable for any damages suffered or incurred by the other Party in connection with the User Agreement and/or these Operating Procedures (including applicable Appendixes) and/or any executed Schedule, unless a detailed written claim with respect to the loss that gave rise to such damages is submitted to the other Party within four (4) months of the time when such loss occurred.

**(k) Subrogation.**

In the event that an indemnifying Party will be obligated to indemnify an indemnified Party with respect to a third party claim related to the Data or Services under the User Agreement and/or these Operating Procedures (including applicable Appendixes) and/or any executed Schedule, the indemnifying Party will, upon fulfillment of its obligations with respect to indemnification hereunder, including payment in full of all amounts due pursuant to its indemnification obligations, be subrogated to the rights of the indemnified Party with respect to the third party claim to which such indemnification relates.

**(l) No Exclusivity.**

User acknowledges that, except as otherwise expressly set forth in an applicable Schedule, Company is entitled to license the Data in any manner that Company desires, and Company shall not be restricted from entering into any arrangement with any third party, including competitors of User, in connection with the Data or Services.

**(m) Data Access.**

User will be solely responsible for protecting the security and integrity of any user identifiers, passwords and codes issued to User by Company, or by User, in connection with the Data or Services and for any action taken by any Person using any such user identifiers, passwords or codes. User will be solely responsible for obtaining and maintaining all primary and backup communication links to Company, computer hardware and software, appropriate network and information security measures and other equipment and/or services necessary to allow User's systems to access the Data.

**(n) Force Majeure.**

If either Party is delayed in or prevented from performing any of its obligations hereunder by reason of a Applicable Law, court order, labor disturbance, act of God, fire, flood, national emergency, war, insurrection, civil disturbance, or other reason of a like nature beyond the reasonable control of and not due to the negligence or willfulness of such Party (a "Force Majeure Event"), which such Party is unable to prevent or overcome by executing its business continuity and disaster recovery plans and/or the exercise of due diligence, then the performance of such obligation shall be excused for the period of the delay and the period for the performance of such obligation shall be extended for an equivalent period; provided, however, that such Party shall have given prompt notice and full particulars of such cause to the other Party, and further provided that if such delay or non-performance continues for a period greater than twenty (20) days, the other Party may terminate any affected Services upon written notice.

**(o) Relationship of Parties.**

The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Party a partner, joint venture, principal or employee of the other Party. Neither Party shall have any right, power or authority to bind the other Party.

**(p) Equitable Relief.**

User acknowledges and agrees that disclosure or use of any Data in breach of these Operating Procedures, including any Appendix and/or Schedule, or disclosure of Company Confidential Information in violation of these Operating Procedures, including any Appendix and/or Schedule, would cause irreparable injury to Company for which money damages would be an inadequate remedy. Accordingly, in such cases Company will be entitled to an injunction (both preliminary and permanent) from any court of competent jurisdiction, without posting

bond or other security, enjoining and restricting the breach or threatened breach (in addition to such remedies as may be available at law or in equity).

**(q) Waiver.**

Any term or condition of the User Agreement, Operating Procedures, an Appendix or Schedule may be waived at any time by the Party entitled to the benefit thereof only in a written instrument executed and delivered by such Party. No waiver by a Party of any term or condition of the User Agreement, Operating Procedures, an Appendix or Schedule shall be construed as a waiver of the same or any other term or condition on any future occasion. No delay or omission by a Party to exercise any right or power under the User Agreement, Operating Procedures, an Appendix or Schedule shall impair or be construed as a waiver of such right or power.

**(r) Entire Agreement; Amendment.**

The User Agreement, Operating Procedures, Appendices and/or Schedules supersede all prior discussions and agreements between the Parties and contains the sole and entire contract between the Parties with respect to the subject matter hereof. User's standard terms and conditions and any other commercial terms and conditions shown on any proposal or on any other document submitted by User to Company are void, unless specifically accepted in writing by an authorized representative of Company. In addition, any preprinted standard terms and conditions on the reverse side of User's Purchase Order are void whenever the User Agreement, Operating Procedures, an Appendix or Schedule apply.

**(s) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial**

- i. These Operating Procedures shall be governed by and construed in accordance with the law of the State of New York, without regard to any provision of New York law that would require or permit the application of the substantive law of any other jurisdiction.
- ii. EACH OF THE COMPANY AND EACH USER IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT FROM ANY SUCH COURT, FOR THE PURPOSE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE ITS OBLIGATIONS HEREUNDER OR THE RELATED USER AGREEMENT OR ARISING OUT OF OR RELATING IN ANY WAY TO THESE OPERATING PROCEDURES OR SUCH USER AGREEMENT AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH ACTION, SUIT OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY.
- iii. EACH OF THE COMPANY AND EACH USER HEREBY IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY

ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE OPERATING PROCEDURES OR THE RELATED USER AGREEMENT.