

GlobalLink®

Terms and Conditions

These GlobalLink Terms and Conditions (the “**Terms and Conditions**”) pursuant to which a subscriber (“**User**”) authorized under a GlobalLink Product Agreement (as defined below) may use a GlobalLink Product (as defined below) supplement and are in addition to any terms and conditions set forth in such GlobalLink Product Agreement (as defined below).

1. **Definitions.**

“**Agreement**” means each GlobalLink Product Agreement, as supplemented by these Terms and Conditions, and as amended from time to time.

“**Authenticator**” means an initial password, digital certificates and/or other devices or method established or recognized by the GlobalLink Provider in order to enable the Authorized Persons of User to access the GlobalLink Products.

“**Authorized Person**” means each of the employees and/or agents of User who are authorized, in accordance with the processes and procedures set forth in the GlobalLink Product User Documentation, by User to use the GlobalLink Products on behalf of User.

“**Business Days**” means such days as determined by GlobalLink Provider and published to the website for the relevant GlobalLink Product or which the GlobalLink Provider otherwise notifies User from time to time.

“**Counterparty**” means other subscribers to a GlobalLink Product that User has informed the GlobalLink Provider, in writing, that User would like to transact or otherwise interact with via such GlobalLink Product.

“**GlobalLink Provider**” means the entity identified in the relevant GlobalLink Product Agreement as the provider of the relevant GlobalLink Product.

“**GlobalLink Product**” means the electronic trading platform, post trade service or other product or service identified as such in the GlobalLink Product Agreement.

“**GlobalLink Product Agreement**” means any agreement entered into between a GlobalLink Provider and User providing for User to use and access any GlobalLink Product, in each case, as amended from time to time.

“**GlobalLink Product User Documentation**” means specific information about each GlobalLink Product,

which may include, rules or trading protocols pertaining to use of the GlobalLink Product, in each case as may be made available by GlobalLink Provider by means of posting through the website of the relevant GlobalLink Product or by delivery in printed or other electronic format, and in effect and as may be amended or modified by GlobalLink Provider, at any time and from time to time.

“**Law**” means all laws, rules regulations and ordinances, including all rules and regulation of any governmental agency or governmental department or self-regulatory or similar organization.

“**Third Party Service**” means any service, product, website or process offered, sponsored or maintained by persons other than GlobalLink Provider, including any such service, product, website or process that links or connects to a GlobalLink Product or a GlobalLink Product’s website.

2. **Access to GlobalLink Products.**

2.1 Authenticators. User is responsible for maintaining the confidentiality of all Authenticators and for all access to, and use of, the Authenticators and any GlobalLink Product by any Authorized Person. User acknowledges and agrees that it is responsible for any order or instruction submitted to any GlobalLink Product by any Authorized Person and/or any other person using an Authenticator and that any Transactions (as defined below) entered based upon such order or instruction will for all purposes be binding upon User.

2.2 Restrictions on Use. User agrees to allow access to the GlobalLink Products only by Authorized Persons and no Authorized Person shall access or use the GlobalLink Products unless such Authorized Person is physically located in one of the jurisdictions listed as permitted under the GlobalLink Product Agreement. The use of any GlobalLink Product by User will be subject to applicable GlobalLink Product User Documentation. User is solely responsible for all content that it or any Authorized Person uploads, posts, emails, transmits or otherwise makes available on any GlobalLink Product. User agrees that it shall not use any GlobalLink Product in any manner that violates any applicable Law or is in contravention of any applicable GlobalLink Product User Documentation. GlobalLink Provider shall have the right to remove from view any content that violates any term or condition governing the use of a GlobalLink Product or that, in its sole discretion, is otherwise objectionable.

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2.3 Access to Records and Transmission of Data.

User will be solely responsible for maintaining any records of transactions required to be maintained by it under applicable Law and, except as required by applicable Law, GlobalLink Provider shall have no obligation to maintain any historical information or other back-up information or to provide or transmit such information to User or any third party. User may, from time to time, request in writing that GlobalLink Provider provide and/or transmit such information to User or a third party designated by User. Any information provided and/or transmitted to a third party at the request of User shall be transmitted via means mutually acceptable to User and GlobalLink Provider. User acknowledges and agrees that GlobalLink Provider (a) does not make any representations or warranties regarding the information being transmitted or the manner in which such information is transmitted to the designated recipient and (b) will not be liable or responsible in any manner to User or Underlying Principals (as defined below) for the use of such transmitted information by the recipient thereof.

2.4 Third Party Services. GlobalLink Provider may charge fees in connections with User's use of a Third Party Service in connection with a GlobalLink Product. Any such fees will be set forth in the applicable GlobalLink Product Agreement. User agrees not to use, and not to permit the use of, a Third Party Service to (a) commit fraud or any illegal act, (b) engage in unsolicited or unauthorized solicitation (c) transmit, distribute or store any material (i) in violation of any applicable Law or that infringes any intellectual property right of any party, (ii) that is defamatory, harassing or threatens illegal actions, (iii) that violates applicable privacy Law or (iv) that contains software viruses, Trojan horses, harmful or malicious computer code, or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe or modify without authorization data, software, computing or network devices or telecommunications equipment.

3. No Fiduciary Liability. User acknowledges and agrees that GlobalLink Provider is not acting, in any capacity, as a fiduciary for or an advisor to it in respect of any transaction conducted through the GlobalLink Products or otherwise in connection with the provision of the GlobalLink Products. User acknowledges that GlobalLink Provider does not exercise discretion in respect of orders submitted by User through any of the GlobalLink Products.

4. Representations, Warranties and Covenants.

4.1 Representations, Warranties and Covenants of GlobalLink Provider. GlobalLink Provider represents, warrants and covenants, as of the date of the GlobalLink Product Agreement and continuously throughout the term of the Agreement, that: (a) it is duly organized and validly existing under the Laws of the jurisdiction in which it was formed or incorporated; (b) it has full power and authority to enter into and perform its obligations under the Agreement and (c) the Agreement has been duly authorized, executed and delivered on its behalf by persons empowered to do so.

4.2 Representations, Warranties and Covenants of User. User represents, warrants and covenants, as of the date of the GlobalLink Product Agreement and continuously throughout the term of the Agreement, that:(a) it is duly organized and validly existing under the Laws of the jurisdiction in which it was formed or incorporated; (b) it has full power and authority to enter into and perform its obligations under the Agreement and to make use of the GlobalLink Products; (c) the Agreement has been duly authorized, executed and delivered on its behalf by persons empowered to do so; (d) the use by User of the GlobalLink Products will not violate any Law applicable to it; (e) it possesses the sophistication, expertise and knowledge necessary to make informed decisions in respect of Transactions entered into by it or on its behalf via the GlobalLink Products, (f) it will not rely on any communications or statements, written or oral, by GlobalLink Provider or any Counterparty as investment advice or as a recommendation to enter into a Transaction, (g) it will exercise its own prudence and discretion in determining whether to engage in a Transaction or otherwise transact with any Counterparty and (h) each Transaction entered into by it using a GlobalLink Product will be a permissible transaction for it under applicable Law and its applicable constituent documents and will be the legal, valid and binding obligation of User, enforceable against User in accordance with its terms. User may only use the GlobalLink Products as agent or in another capacity for the benefit of a third party (each such third party, an "**Underlying Principal**"), including, for purposes of entering into transactions on behalf of such Underlying Principal, if and to the extent expressly permitted under the GlobalLink Product Agreement. Subject to the preceding sentence, if User is acting as agent or in another capacity for the benefit of an Underlying Principal, User represents, warrants and covenants that it has full

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authority to act as agent or in such other capacity and each Transaction entered into for an Underlying Principal using the GlobalLink Products will be the legal, valid and binding obligation of such Underlying Principal, enforceable against such Underlying Principal in accordance with its terms.

4.3 Anti-Money Laundering and Sanctions Obligations.

(a) **General.** User represents and warrants that it maintains policies and has implemented procedures and controls, including, policies and procedures for sanctions screening, reasonably designed to ensure compliance with all Laws applicable to it pertaining to anti-money laundering (“AML”), anti-terrorism and sanctions. User further acknowledges that GlobalLink Provider and/or its affiliates are obliged to comply with applicable AML and sanctions Laws in all applicable jurisdictions. Accordingly, User agrees that its use of, and access to, the GlobalLink Products is subject to User’s satisfactory completion of GlobalLink Provider’s Know-Your-Customer (“KYC”) and sanctions requirements, which include, without limitation, those related to customer identification and verification, customer due diligence, and sanctions compliance.

(b) **Sanctions Screening Representations.** User confirms that, to the best of its knowledge based upon reasonable due diligence and investigation: (i) none of the funds used by User or any of its Underlying Principals to access any of the GlobalLink Products or to engage in transactions via the GlobalLink Products was directly or indirectly derived from, or otherwise related to, (x) activities that may contravene Laws applicable to it, including anti-money laundering Laws and sanctions Laws applicable to it or (y) a country, territory, individual or entity that is a target of economic sanctions regulations that are administered by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the European Union or the Consolidated United Nations (collectively, “Sanctions Regulations”) and (ii) neither User nor any of its Underlying Principals is subject to Sanctions Regulations.

5. GlobalLink Proprietary Information; Confidentiality; Use of Data and Personal Information.

5.1 GlobalLink Proprietary Information. User acknowledges and agrees that GlobalLink Provider, and if applicable, GlobalLink Provider’s licensors, owns and shall retain all right, title and interest in and

to the GlobalLink Products and the GlobalLink Proprietary Information. The “GlobalLink Proprietary Information” shall mean all rights, title and interests, including, all registered or unregistered (a) copyright, (b) trademark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable of protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to such GlobalLink Products and any GlobalLink Product Modifications (as defined below), GlobalLink Product Related Services (as defined below) and any and all data or information transmitted by means of the GlobalLink Products, including the Data (as defined below). User retains such rights as it may enjoy under applicable Law with respect to Data solely in the form such Data was submitted to the GlobalLink Product by User. Subject to the foregoing, GlobalLink Provider shall own all rights, title and interest in the Data.

5.2 Confidentiality; Use of Data; Personal Information.

(a) **Confidentiality.** All information provided under the Agreement by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) regarding the Disclosing Party’s business and operations, including the terms of the Agreement and the GlobalLink Proprietary Information, shall be treated as confidential. Subject to Sections 5.2(b) and 5.2(c) of these Terms and Conditions, all confidential information provided under the Agreement by Disclosing Party shall be used, including disclosure to third parties, by the Receiving Party or its agents or service providers, solely for the purpose of performing or receiving the GlobalLink Products and discharging the Receiving Party’s other obligations under the Agreement or, except with respect to GlobalLink Proprietary Information, managing the business of the Receiving Party and its affiliates, including financial and operational management and reporting, risk management, legal and regulatory compliance and client service management. The foregoing sentence shall not be applicable to any information to the extent (i) it is publicly available when provided or thereafter becomes publicly available, other than through a breach of the Agreement, (ii) it is independently derived by the Receiving Party without the use of any information provided by the Disclosing Party in connection with the Agreement, (iii) it is disclosed to comply with any legal or regulatory proceeding,

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investigation, audit, examination, subpoena, civil investigative demand or other similar process, (iv) it is disclosed as required by operation of Law, or (v) where the party seeking to disclose has received the prior written consent of the party providing the information, which consent shall not be unreasonably withheld.

(b) Use of Data.

(i) In connection with the provision of the GlobalLink Products and the discharge of its other obligations under the Agreement, GlobalLink Provider (which term for purposes of this Section 5.2(b) includes each of its parent company, branches and affiliates) may collect and store information regarding User and share such information as provided under Section 5.2(a) above and Section 5.2(b)(ii).

(ii) Subject to paragraph 5.2(b)(iii) below, GlobalLink Provider and/or its affiliates (except for purposes of competing directly with User) may use any data or other information (collectively, “Data”) obtained by such entities in the performance of their services under the Agreement, including Data regarding the nature, number and/or volume of transactions entered into by User through the GlobalLink Products and Data regarding the use of the GlobalLink Products by User, and publish, sell, distribute or otherwise commercialize the Data; provided that, unless User otherwise consents, Data is combined or aggregated with information relating to (1) other customers of GlobalLink Provider and/or its affiliates or (2) information derived from other sources, in each case such that any published information will be displayed in a manner designed to prevent attribution to or identification of such Data with User. User agrees that GlobalLink Provider and/or its affiliates may seek to profit and realize economic benefit from the commercialization and use of the Data, that such benefit will constitute part of GlobalLink Provider’s compensation for providing the services under the Agreement or such other agreement, and GlobalLink Provider and/or its affiliates shall be entitled to retain and not be required to disclose the amount of such economic benefit and profit to User.

(iii) GlobalLink Provider shall cause any affiliate, agent or service provider to which it has disclosed Data pursuant to this Section 5.2(b) of these Terms and Conditions to comply at all times with the confidentiality and data-protection obligations as if it were a party to the Agreement.

(c) **Personal Information.** GlobalLink Provider acts as a data controller in connection with the provision of the GlobalLink Products, and in such capacity will comply with applicable data protection legislation (including, without limitation, the General Data Protection Regulation (EU)). Details of the privacy notification made available to impacted data subjects are set forth in the applicable GlobalLink Product Agreement. All personal information provided by User or any Authorized Person under the Agreement to GlobalLink Provider shall be treated as confidential.

6. GlobalLink Product Support, Modifications and Related Services. GlobalLink Provider may, from time to time, (i) provide maintenance, software support and/or technical support for the GlobalLink Products, (ii) develop and distribute enhancements, modifications, bug fixes, updates or other revisions to any GlobalLink Product (each, a “**GlobalLink Product Modification**”) and/or (iii) agree to provide certain services, including training and/or development work, related to enabling the systems of User to communicate with any GlobalLink Product (collectively, the “**GlobalLink Product Related Services**”). GlobalLink Provider may charge User additional fees for provision of a GlobalLink Product Modification and/or a GlobalLink Product Related Service; subject, in each case, to written agreement by User to such fees.

7. Use of GlobalLink Products for Transactions.

7.1 General. A GlobalLink Product may provide a mechanism through which User may enter into transactions (“**Transactions**”) with one or more Counterparties. If User and a Counterparty have entered into any separate contractual agreements governing Transactions entered into between it and such Counterparty through the GlobalLink Products (the “**Transaction Documentation**”), such Transaction Documentation shall govern the terms of any Transaction executed using the GlobalLink Products. GlobalLink Provider will not have any obligation or responsibility in respect of any Transaction Documentation, including to confirm or require the existence of any such Transaction Documentation between User and any Counterparty, to assist in any way in respect of compliance by User or any Counterparty with any such Transaction Documentation or to assist in the interpretation or enforcement of the obligations of any party under such Transaction Documentation.

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7.2 Offer and Acceptance. GlobalLink Product may provide a mechanism through which User and a Counterparty may indicate to each other the offer and acceptance of the terms of proposed Transactions. User agrees that it shall be bound in respect of any Transaction where such offer and acceptance have occurred in accordance with the procedures described in the GlobalLink Product User Documentation. User acknowledges and agrees that User has an affirmative duty to timely review any and all reports of executions of Transactions and/or statements of accounts provided, as applicable, via the GlobalLink Product for accuracy and correctness.

7.3 Creditworthiness of Counterparty. Notwithstanding provision of any functionality in a GlobalLink Product that may assist User or any Counterparty in monitoring and ensuring adherence to applicable credit limits, as between User on the one hand and GlobalLink Provider on the other hand, User shall maintain the sole responsibility for (i) evaluating the creditworthiness and suitability of any Counterparty and (ii) ensuring that it is in compliance with any credit limits imposed on it by any Counterparty and that each Counterparty is in compliance with any credit limits imposed on such Counterparty by User.

7.4 Settlement of Transactions. GlobalLink Provider will have no obligation in respect of the settlement of any Transaction entered into between User and any Counterparty.

8. Electronic Mail. All e-mail sent to or from GlobalLink Provider or its affiliates may be received or otherwise recorded by their respective corporate e-mail systems and is subject to archival, monitoring or review by, and disclosure to, someone other than the recipient. User agrees not to transmit trade orders to GlobalLink Provider or its affiliates using e-mail or any other electronic communications except those electronic features designated for the express purpose of submitting orders through a GlobalLink Product.

9. Termination.

9.1 Termination Upon Notice. Except as otherwise expressly set forth in the GlobalLink Product Agreement, GlobalLink Provider and User may each terminate the Agreement at any time on not less than thirty (30) days' prior written notice by the terminating party to other party. Notwithstanding the foregoing, GlobalLink Provider and User also may each terminate the Agreement at any time, with such termination effective immediately upon delivery by the terminating party of written notice, to the other

party to the Agreement if the other party materially breaches its obligations under the Agreement and fails to cure such breach within ten (10) calendar days after the non-breaching party provides written notice thereof.

9.2 Immediate Termination or Suspension. GlobalLink Provider may, at any time and without delivery of prior written notice to the other party hereto, terminate the Agreement or suspend access to any GlobalLink Product or Third Party Service immediately if GlobalLink Provider learns, or believes in its sole judgment, that (a) there exists any actual or potential defect in any GlobalLink Product or Third Party Service that materially impairs the reliability, credibility or integrity of the operation thereof, (b) continuing to provide any GlobalLink Product or permit use of any Third Party Service pursuant to the Agreement would infringe upon the intellectual property rights of any third party, (c) any GlobalLink Product or Third Party Service has been or may be used by User in a manner that breaches any applicable Law or in a manner inconsistent with the GlobalLink Product User Documentation, (d) offering of any GlobalLink Product or permitting access to any Third Party Service, as applicable, is prohibited by any applicable Law, or (e) User fails to satisfactorily complete GlobalLink Provider's KYC and sanctions requirements.

9.3 Effect of Termination. Upon termination of the Agreement, User shall cease use of the GlobalLink Products. Further, the termination of the Agreement, for any reason, shall not affect (1) the obligations of User and any Counterparty with respect to pending transactions between them or (2) the entitlement of GlobalLink Provider to any fees and expenses due and owing hereunder or any additional remedies provided by law or equity. The provisions of this Section 9 and Sections 5 (GlobalLink Proprietary Information; Confidentiality; Use of Data and Personal Information), 8 (Electronic Mail), 10 (GlobalLink Provider Limited Warranty, Limitation of Liability and Indemnity), 11 (Indemnity by User), 12 (No Special Damages), 13 (Third Party Beneficiaries), 14 (Fees and Taxes) and 15 (Miscellaneous) of these Terms and Conditions will survive the termination of the Agreement.

10. GlobalLink Provider Limited Warranty, Limitation of Liability and Indemnity.

10.1 GlobalLink Provider Limited Warranty. GLOBALLINK PROVIDER REPRESENTS AND WARRANTS TO USER THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE

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GLOBALLINK PRODUCT AGREEMENT, IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE GLOBALLINK PRODUCTS WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING ANY DATA SUBMITTED BY USER. USER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, THE GLOBALLINK PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, (I) GLOBALLINK PROVIDER MAKES NO WARRANTY THAT THE GLOBALLINK PRODUCTS WILL BE UNINTERRUPTED OR AVAILABLE AT ALL TIMES, (II) USER ACKNOWLEDGES THAT ITS USE OF ANY THIRD PARTY SERVICE IS SOLELY AT USER'S OWN RISK AND THAT GLOBALLINK PROVIDER WILL NOT BE RESPONSIBLE FOR USER'S USE OF ANY THIRD PARTY SERVICE AND (III) EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 10.1 WITH RESPECT TO THE GLOBALLINK PRODUCTS, GLOBALLINK PROVIDER MAKES NO WARRANTIES AND USER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE GLOBALLINK PRODUCTS AND THE SUBJECT MATTER OF THE AGREEMENT AND GLOBALLINK PROVIDER HEREBY SPECIFICALLY DISCLAIMS, OVERRIDES AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, AND REPRESENTATIONS, WITH RESPECT TO THE GLOBALLINK PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY GLOBALLINK PROVIDER OR ANY OF ITS AGENTS OR AFFILIATES OR OTHERWISE.

10.2 GlobalLink Provider Limitation of Liability.

(a) Except as contemplated by Section 10.3 below, the entire collective liability of GlobalLink Provider and its affiliates to User for any and all breaches of the warranty set forth in Section 10.1 above shall not in any event or under any circumstance exceed one hundred percent (100%) of

the monies paid by User to GlobalLink Provider under the Agreement during the six (6) month period immediately preceding the first successful claim under Section 10.1.

(b) Except as provided in Sections 10.2(a), 10.3 and 10.4 below, neither GlobalLink Provider nor any of its affiliates shall have any liability in or be responsible for any losses, expenses, costs, including reasonable court costs and legal fees, or damages, whether direct, indirect, special, incidental, consequential, punitive or otherwise of any kind, in each case arising under or related to claims of breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever.

(c) User acknowledges as reasonable the exclusions of warranties and limitations on liability set forth in the Agreement, including the exclusions and limitations of liability set forth in Section 10.2(a) and Section 10.2(b) of these Terms and Conditions. If any of the exclusions of warranties and limits on liabilities set forth in the Agreement should be deemed to be invalid, ineffective or unenforceable, then, except as otherwise provided by Section 10.3 below, the entire collective liability of GlobalLink Provider and its respective affiliates hereunder for all causes of action in or for breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever shall in no circumstance exceed, Fifty Thousand Dollars (\$50,000.00).

10.3 Exceptions to Limitation of Liability. Notwithstanding anything to the contrary herein, the Agreement shall not be construed to exclude or limit the liability of GlobalLink Provider or User for (a) fraud or the tort of deceit, (b) death or personal injury caused by its negligence or the negligence of agents, (c) willful misconduct or (d) any other liability that cannot be excluded or limited by applicable Law.

10.4 Indemnity by GlobalLink Provider. Except as otherwise expressly provided in the GlobalLink Product Agreement, GlobalLink Provider will indemnify, defend and hold harmless User, its officers, directors and employees from and against any and all damages, liabilities, losses, costs and reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fee) to the extent arising out of any claim, action, or allegation brought under the Laws of the United States and England by

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any third party that the use of a GlobalLink Product by User violates such third party's copyright, patent or other intellectual property rights, provided, however, that User (a) is not in breach of the terms of the Agreement where such breach gave rise to such claim, action or allegation, (b) gives prompt notice to GlobalLink Provider of any such claims, actions or allegations; provided, however, that no failure to so notify shall relieve GlobalLink Provider of its indemnity obligations hereunder except to the extent that GlobalLink Provider is materially prejudiced thereby, (c) allows GlobalLink Provider to take control of the defense and settlement thereof at the sole expense of GlobalLink Provider, provided that any such settlement (i) involves only the payment of money, (ii) fully and unconditionally releases User from any liability in exchange for the amount paid in settlement and (iii) does not include any admission of fault or liability in relation to User and, in the event that any such settlement does not meet the requirements of the immediately preceding clauses (i),(ii) and (iii), then GlobalLink Provider must receive the prior written consent of User to such settlement, which consent shall not be unreasonably withheld, conditioned or delayed and (d) does not agree to any settlement without the prior written consent of GlobalLink Provider. The obligation of GlobalLink Provider to provide such foregoing indemnity will not apply to the extent that (x) a claim, action or allegation results from any software or hardware supplied to User in respect of any of the GlobalLink Products being modified by persons or entities other than GlobalLink Provider or combined with other products, processes or materials not supplied or recommended by GlobalLink Provider or (y) User continues to use such software or hardware after GlobalLink Provider has made available to User a non-infringing alternative.

11. Indemnity by User. User will indemnify, defend and hold harmless GlobalLink Provider its affiliates, and each of their officers, directors, employees and agents from and against any and all damages, liabilities, losses, costs, and reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) to the extent relating to, resulting from, in connection with or arising out of (i) any material breach of the Agreement by User or (ii) the use of the GlobalLink Products by User, whether as principal or as agent for an Underlying Principal, except, in each case, to the extent that such damages, liabilities, losses, costs and expenses are incurred as a result of the fraud or willful misconduct of GlobalLink Provider. GlobalLink Provider shall give prompt notice to User of any claims, actions or allegations for which indemnification is sought under this Section 11; provided, however, that no failure to so notify shall

relieve User of its indemnity obligations hereunder except to the extent that User is materially prejudiced thereby.

12. No Special Damages. Notwithstanding anything to contrary set forth in these Terms and Conditions, including the indemnities provided for in Section 10.4 or Section 11 of these Terms and Conditions, under no circumstances shall (a) GlobalLink Provider or any of its affiliates be liable under the Agreement to User or (b) User be liable under the Agreement to GlobalLink Provider or any of its affiliates for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, whether foreseeable or unforeseeable and regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise, resulting from, relating to, in connection with or arising out of the Agreement or the use of any GlobalLink Product, including, any loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of market share, loss of goodwill, loss of reputation or loss of, damage to or corruption of data, in each case even if such party has been advised of the possibility of such liability.

13. Third Party Beneficiaries. No person other than User and GlobalLink Provider shall have any rights under or in respect of the Agreement or in respect of the GlobalLink Products and, to the extent applicable, the parties hereby expressly exclude the application of the Contracts (Rights of Third Parties) Act 1999. In addition, for the avoidance of doubt and without limitation to the foregoing, no affiliates or Underlying Principals of User shall have any rights under the Agreement.

14. Fees and Taxes. User shall pay to GlobalLink Provider all fees relating to the use of the GlobalLink Products by User in accordance with the GlobalLink Product Agreement. User will pay any sales, use, goods and services, value added, transfer, property or other taxes, any tax in the nature of a withholding tax and any duties payable in respect of the fees due under the GlobalLink Product Agreement or otherwise arising in respect of the Agreement (excluding any taxes imposed on the net income of GlobalLink Provider) and User shall make payment of the fees due under the GlobalLink Product Agreement as if no such taxes, withholdings and/or duties had been imposed.

15. Miscellaneous.

15.1 Notices. Except as otherwise provided herein, any notice required or permitted to be given in writing

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under the Agreement shall be (a) personally delivered, in which case it shall be deemed to be effective upon delivery, (b) sent by certified or registered mail, postage prepaid with return receipt requested, in which case it shall be deemed effective five (5) Business Days following the date of mailing or (c) delivered by a nationally recognized overnight courier, specifying next Business Day delivery, in which case it shall be deemed to be effective one (1) Business Day following the date of mailing. Additionally, any notice to User required or permitted to be given in connection with the Agreement may be given by electronic mail and will be deemed to be delivered and received, if sent by confirmed electronic mail during normal business hours of the recipient, upon confirmation, or if sent outside of normal business hours of recipient or not sent via confirmed e-mail, on the next Business Day. Notices sent to GlobalLink Provider or User shall be addressed to the address or e-mail, as applicable, for notice set forth in the GlobalLink Product Agreement or such other address or e-mail, as applicable, notified by a party to the other party in writing from time to time.

15.2 Severability. If any provision of the Agreement shall be held or made invalid by a court decision, Law or otherwise, the remainder of the Agreement will not be affected and to that extent the provisions of the Agreement will be deemed to be severable. The illegality, invalidity or unenforceability of any provision of the Agreement under the Laws of any jurisdiction shall not affect its legality, validity or enforceability under the Law of any other jurisdiction.

15.3 Assignment. No party may assign its rights or obligations under the Agreement without first obtaining the prior written consent of the other parties to the Agreement, which consent shall not be unreasonably withheld or delayed; except that any GlobalLink Provider may, without obtaining prior written consent of User, (i) assign its rights and obligations under the Agreement to any other, direct or indirect, wholly-owned subsidiary of State Street Corporation and (ii) assign or transfer the Agreement in connection with the merger or acquisition of such GlobalLink Provider or the sale of all or substantially all of its assets or business. Each party agrees that the Agreement will be binding on its successors and permitted assigns.

15.4 Amendment and Waiver. Except as provided herein or in the GlobalLink Product Agreement, the Agreement may be amended, modified, or supplemented only by a written

instrument duly executed by each of the parties to the Agreement. Any provision of the Agreement may be waived but only in writing signed by the party against whom such waiver is sought to be enforced. GlobalLink Provider may update these Terms and Conditions at any time upon sixty (60) days prior written notification to User. To the extent User objects to such updates, User may, during such notification period, request amendment to the Terms and Conditions or, upon thirty (30) days prior written notice to GlobalLink Provider, terminate the Agreement. User acknowledges and agrees that after expiration of such sixty (60) day advance notification period such amended terms shall become obligations of User in respect of the continued use of the GlobalLink Products by User.

15.5 Recordings. Each of GlobalLink Provider and its affiliates reserves the right to record by any means and maintain a record of all or part of any telephone conversations between its employees and agents and the employees and agent of User and that any such tape recordings may be submitted in evidence to any court or in any legal proceeding for the purpose of establishing any matters pertinent to the Agreement.

15.6 Interpretation. In the Product Agreement and these Terms and Conditions: (i) headings and captions are for convenience of reference only and in no way define or delimit any of the provisions set forth herein or therein otherwise affect construction of the Agreement; (ii) words in the singular include the plural and words in the plural include the singular; (iii) references to statutory provisions include those provisions, and any rules or regulations promulgated thereunder, as they may be amended, amended and restated or otherwise modified from time to time; and (iv) all uses of the word “including” are to be construed to mean “including, but not limited to.”

15.7 Force Majeure. GlobalLink Provider shall not be liable for any delay or failure to perform its obligations under the Agreement to the extent that and for so long as such delay or failure results from circumstances beyond the control of GlobalLink Provider, including, any act of God, fire, natural disaster, act of war, act of terrorism, governmental or regulatory action or omission, strike or lockout action or omission of a third party equipment supplier or software supplier or a third party communications provider.