

## RESEARCH SERVICES TERMS OF USE

By clicking "I Agree" and accessing and using this website and any materials, including data, research, or other analyses contained herein (collectively, the "Services"), you agree, on behalf of yourself and Client (as defined below), to the following.

### 1. Definitions.

- (a) "Affiliate" means any entity controlled, directly or indirectly by the Party concerned, any entity that controls, directly, or indirectly, the Party concerned, or any entity directly or indirectly under common control with the Party concerned.
- (b) "Applicable Law" means laws and regulations in force from time to time and incorporates any updates, amendments or revisions of such laws and regulations that are from time to time enacted and are directly applicable to a Party.
- (c) "Client" means (i) the entity designated as "Client" (or the equivalent thereof) in the Service Agreement governing the applicable Services, or (ii) including in the absence of any such Service Agreement, the entity you represent in connection with your access and use of the applicable Services. All references to "you" or "your" herein shall be deemed to be references to Client for purposes of these Terms of Use.
- (d) "Copyright" means copyright, database rights, design rights and any other rights of a similar nature, including any registrations or applications for registration of such rights, subsisting in, or attaching to, the Services anywhere in the world for the full period of such rights.
- (e) "Fees" means the fees payable by Client with respect to the Services, to the extent set forth in a Service Agreement. To the extent the Fees payable under each Service Agreement have been calculated exclusive of any Taxes, should any Taxes become payable on any Services (or required to be withheld), the Fees for such Services shall be increased by an amount equal to the Taxes payable or to be withheld and paid by Client.
- (f) "Information Product" means any data or service provided by Refinitiv.
- (g) "Investment Advice" means the provision of personal recommendations to a client, either upon its request or at the initiative of the advice provider, in respect of one or more transactions relating to financial instruments, or otherwise advising a client as to the value of securities or as to the advisability of investing in, purchasing, or selling securities.
- (h) "Materials" means any reports, charts, graphs, data, analyses, and other results generated or prepared by State Street and provided to you as part of the Services. For the avoidance of doubt, "Materials" includes any economic indicator suites licensed to State Street by Price Stats LLC ("Price Stats Licensed Indicators") and any written or electronic report, paper, analytics, investment strategy publication, newsletter, or other document or presentation prepared by State Street that provides analysis, advice or updates on economic or securities trading topics, issues or strategies, which analysis, advice or updates have been developed by State Street using the data included in any of the Price Stats Licensed Indicators or incorporate any of such data ("PLI Research Reports").
- (i) "Party" means each of you and State Street, and you and State Street, collectively, are the "Parties".
- (j) "Quality Disclaimers" include the disclaimers concerning Price Stats Licensed Indicators and the Price Stats intellectual property used by Price Stats LLC to develop or maintain the Price Stats Licensed Indicators, contained at the following website portal: [www.pricestats.com/terms-of-use](http://www.pricestats.com/terms-of-use).
- (k) "Refinitiv" means Refinitiv US LLC and its Affiliates.
- (l) "Research Payment Account" means, for Clients who are subject to the Markets in Financial Instruments Directive II ("MiFID"), a separate account under your control and funded by your underlying clients' money specifically allocated for the purpose of research payments in accordance with a predetermined research budget. For the avoidance of doubt State Street is not party to the budget.

- (m) “Research Website” means the website you use to access the applicable Services, which specific URL may be designated in the respective Service Agreement.
  - (n) “Service Agreement” (where applicable) means the written agreement governing the Services by and between State Street and Client which incorporates by reference these Terms of Use.
  - (o) “State Street” means (i) the entity designated as “State Street” or the “Research Provider” in the Service Agreement governing the applicable Services; or (ii) in the absence of any such Service Agreement, State Street Bank and Trust Company, London Branch for Clients located in the United Kingdom or the European Economic Area or State Street Bank and Trust Company for Clients located in any other jurisdiction.
  - (p) “State Street Parties” means State Street, any of its Affiliates, or any of its or their respective directors, officers, employees, consultants, agents, service providers, or licensors.
  - (q) “Taxes” means all sales, value added, goods and services, use, excise, stamp duties, and similar taxes (except for State Street income taxes) applicable to the receipt of Services under any Service Agreement.
  - (r) “Terms of Use” means these Research Services Terms of Use.
  - (s) “Third Party Data” means data provided by third party sources, such as, but not limited to, market or index data.
2. Disclosures/Conflicts of Interest. You acknowledge and agree that: (i) the Services and Materials are based on observations of historic data that are not indicative of future performance or trends; (ii) none of the State Street Parties make any guarantee of the accuracy or completeness of the Services or the Materials; (iii) you are solely responsible for your use of the Services and the Materials, including any decisions or other actions taken (or not taken) in connection therewith; and (iv) the Services are not exclusive and State Street may act in a similar capacity with respect to other parties and enter into similar arrangements to perform similar Services with respect to other parties while you are using or otherwise have access to the Services. You further acknowledge and agree that: (a) State Street Parties will provide oral or written market commentary or trading strategies to State Street clients and principal trading desks that reflect opinions that are contrary to the opinions expressed in the Services; (b) the State Street asset management division, principal trading desks and investing businesses may make investment decisions that are inconsistent with the recommendations or views expressed in the Services; (c) State Street and its Affiliates will from time to time have long or short positions in, act as principal in, and buy or sell, the securities or derivatives, if any, referred to in the Services; and (d) that in negotiating the terms of a securities, derivatives or foreign exchange agreement or in undertaking securities, derivatives or foreign exchange transactions, State Street may find that its own interests, the interests of an affiliate and your interests may conflict with one another.
3. Proprietary Information.
- (a) You shall use the Services and the Materials solely for your internal informational and research purposes. State Street hereby grants Client a non-exclusive, non-transferable, license to use and copy the Materials solely for its internal informational and research purposes.
  - (b) Unless otherwise authorized in an applicable Service Agreement, you shall not (i) copy, photocopy or duplicate in any means, or provide, or otherwise make available, or distribute any of the Materials to any third party (other than for your informational and research purposes) or publish or otherwise make publicly available the PriceStats Licensed Indicators (including as part of any PLI Research Report), in each case, without the prior written consent of State Street; (ii) sell, lease, license or provide any of the Services to any third party; or (iii) reverse engineer or otherwise use the Services in any way to develop, test, enhance or generate, on behalf of yourself or any third party, services or products that are similar to the Services or the Materials or any components thereof.
  - (c) The rights granted to you under these Terms of Use or any other agreement between you and State Street relating to the Services are limited to the use of the Materials in compliance with these Terms of Use, and, if applicable, any other agreement between you and State Street relating to the Services. In the event you materially breach or fail to comply with any terms and conditions of the license or rights granted to you under these Terms of Use, State Street may terminate any such license or rights granted to you, in each case, with respect to Price Stats Licensed Indicators, data included in the Price Stats License Indicators, and PLI Research Reports.

- (d) The license and right granted under these Terms of Use or any other agreement between you and State Street relating to the Services is personal to you. Other than as expressly provided in these Terms of Use or any other agreement between you and State Street relating to the Services, you shall not assign, grant any security interest over, hold on trust or otherwise transfer, or grant sub-licenses in respect of, all or any of your rights under of these Terms of Use or any other agreement between you and State Street relating to the Services without the prior written consent of State Street.
- (e) Except as otherwise provided for in these Terms of Use, (i) the Services and the Materials are the sole property of State Street or its licensors, and State Street or its licensors own the Copyright; (ii) you acknowledge and agree that you have no right or interest in or to any part of the Services or the Materials, the Copyright in the Materials, or the name and mark "STATE STREET", "STATE STREET GLOBAL MARKETS", "STATE STREET GLOBAL EXCHANGE" or any names and marks related thereto; and (iii) you automatically and irrevocably assign to State Street any right, title or interest that you have, or may be deemed to have, in the Services and/or the Materials, including, for the avoidance of doubt and without limitation, any Client feedback, ideas, concepts, comments, suggestions, techniques or know-how shared with State Street with respect to the Services or the Materials (collectively, "Feedback"), and the State Street Parties shall be entitled to incorporate any Feedback in the Services or the Materials or to otherwise use such Feedback for its own commercial benefit without obligation to compensate you or any Client.
- (f) Subject to Section 3(g) below, each Party shall treat as strictly confidential and preserve the confidentiality of these Terms of Use and any other agreement between you and State Street relating to the Services. Subject to Section 3(g) below, you shall treat as strictly confidential and preserve the confidentiality of the Services, the Materials, any analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials in whatever form produced or maintained that contain or reflect, or are generated from, any of the Services or the Materials, or any other non-public information disclosed to, made available to, or learned by you in connection with your use of and access to the Services or the Materials, whether of a technical or commercial nature, including, without limitation, any technology, know-how, models, trade secrets or other business information of State Street or its licensors, (all of the foregoing collectively, "Proprietary Information"), and not disclose, publish, or communicate any Proprietary Information to any person other than to its officers, directors, board and employees, in each case, who has a reasonable need to access such Proprietary Information for the purpose of assisting you in your business activities (collectively, "Representatives"). The term "Receiving Party" means the Party receiving Proprietary Information hereunder or on whose behalf Proprietary Information is received hereunder. The Receiving Party further agrees that it shall (i) disclose such Proprietary Information to its Representatives only so long as each of them is advised of the confidential nature of the Proprietary Information and is bound either by a written agreement or professional ethics not to use or disclose the Proprietary Information for any other purpose, (ii) maintain the confidentiality of the Proprietary Information using at least the same safeguards it uses to secure its own similar information, but in no event less than reasonable safeguard, (iii) not circumvent any technological measure that controls access to such Proprietary Information or attempt to discover the source code or composition of or trade secrets in any such Proprietary Information; (iv) not export Proprietary Information to any country if such export is prohibited, restricted or requires any license; and (v) be responsible for any access to, use or disclosure of such Proprietary Information by any of its Representatives in a manner not permitted hereunder.
- (g) Section 3(f) above shall not prohibit disclosure of these Terms of Use (or any other agreement between you and State Street relating to the Services) to your client(s) who have contributed to a Research Payment Account used to pay for the Services (although Materials paid for by one client should not be distributed to others who have not paid for such Materials), provided that such client(s) have agreed to preserve the confidentiality of these Terms of Use (or any other agreement between you and State Street relating to the Services).
- (h) In the event that a Party, or any other third party to whom a disclosure is made pursuant to Section 3(f), becomes legally compelled (by interrogation, request for documents, civil investigative demand or other legal process) to disclose these Terms of Use or any other agreement between you and State Street relating to the Services or any Proprietary Information, it shall provide the other Party with prompt notice so that the other Party may seek a protective order or other appropriate remedy. In any case, it shall furnish only that portion of such Terms of Use, agreement, or any Proprietary Information that its legal counsel advises in writing that it is legally required to furnish and will use commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such agreement or the Proprietary Information.
- (i) Upon termination of the applicable Services, all State Street Proprietary Information relating to such Services, together with any copies thereof, in whatever form, shall, upon State Street's written request, be returned to State Street or destroyed, at State Street's election, as soon as reasonably practical; provided, that you shall be permitted to retain all or any portion of such Proprietary Information, in accordance with the confidentiality obligations specified

herein, to the extent required by applicable law or regulatory authority or to the extent required by your internal policies and in accordance with your customary practices for backup and storage, provided that any State Street Proprietary Information retained pursuant to this sentence will only be available for use if required by law or regulatory authority.

- (j) For further information on what information State Street collects and how it is used, please see <http://www.statestreet.com/utility/privacy-notice.html>.
- (k) To the extent you are permitted to receive any Materials containing Price Stats Licensed Indicators or PLI Research Reports, Price Stats shall be an express third party beneficiary of Sections 3(f)-(i) with respect to such data, having the same rights as State Street as against you under the terms of such Sections, including any disclaimers (including Quality Disclaimers) and limitations of liability. The license and right granted under this Terms of Use to use or exploit any Price Stats Licensed Indicator, any data included in any Price Stats Licensed Indicator, and any PLI Research Report that incorporates, contains or uses any Price Stats Licensed Indicator or any data included in any Price Stats Licensed Indicator, shall automatically terminate no later than the effective date of the expiration or termination of State Street's license to such Price Stats Licensed Indicator, taking into account any relevant transition periods that may apply to State Street.
- (l) To the extent you are permitted to receive any Materials labelled as being the copyright of Refinitiv and for which the Information Product is an input, the following terms apply:
  - (i) Refinitiv or its third party providers own and retain all rights, title and interest, including but not limited to copyright, trademarks, patents, database rights, trade secrets, know-how, and all other intellectual property rights or forms of protection of similar nature or having equivalent effect, anywhere in the world, in the Information Product and user is not granted any proprietary interest therein or thereto. The Information Product constitutes confidential and trade secrets of Refinitiv or its third party providers. Display, performance, reproduction, distribution of, or creation of derivative works or improvements from Information Product in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder, or otherwise, with the prior written permission of Refinitiv.
  - (ii) Client may use the Information Product for internal purposes only. Client may copy, paste and distribute internally only an insubstantial amount of the data contained in the Information Product provided that: (a) the distribution is incidental to or supports user's business purpose; (b) the data is not distributed by Client in connection with information vending or commercial publishing (in any manner or format whatsoever), not reproduced through the press or mass media or on the Internet; and (c) where practicable, clearly identifies Refinitiv or its third party providers as the source of the data. Data will be considered in "insubstantial amount" if such amount (a) has no independent commercial value; or (b) could not be used by the recipient as a substitute for any product or service (including any download service) provided by Refinitiv or a substantial part of it.
  - (iii) To the extent that the Information Product contains any third party data referred to in the General Restrictions/Notices page set forth on <https://www.refinitiv.com/en/policies/third-party-provider-terms>, the terms set forth on such General Restrictions/Notices page shall apply to Client.
  - (iv) Client acknowledges that access to certain elements of the Information Product may cease or may be made subject to certain conditions by Refinitiv or upon the instructions of the third party provider of those elements. Upon termination or expiration of this user license, all rights granted hereunder shall immediately terminate and Client shall cease to use the Information Product and delete or destroy all copies thereof in its possession or control.
  - (v) NEITHER REFINITIV NOR ITS THIRD PARTY PROVIDERS WARRANT THAT THE PROVISION OF THE INFORMATION PRODUCT WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, COMPLETE OR ACCURATE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SAME. USE OF THE INFORMATION PRODUCT AND RELIANCE THEREON IS AT CLIENT'S SOLE RISK. NEITHER REFINITIV OR ITS THIRD PARTY PROVIDERS WILL IN ANY WAY BE LIABLE TO CLIENT OR ANY OTHER ENTITY OR PERSON FOR THEIR INABILITY TO USE THE INFORMATION PRODUCT, OR FOR ANY INACCURACIES, ERRORS, OMISSIONS, DELAYS, COMPUTER VIRUS OR OTHER INFIRMITY OR CORRUPTION, DAMAGES, CLAIMS, LIABILITIES OR LOSSES, REGARDLESS OF CAUSE, IN OR ARISING FROM THE USE OF THE INFORMATION PRODUCT. THE INFORMATION PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. NO

WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR OTHERWISE IS PROVIDED HEREUNDER.

- (vi) IN NO EVENT WILL REFINITIV OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH INFORMATION PRODUCT EVEN IF REFINITIV OR ITS THIRD PARTY PROVIDERS OR THEIR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. FURTHER, REFINITIV OR ITS PARTY PROVIDERS SHALL NOT BE LIABLE IN ANY MANNER FOR STATE STREET'S PRODUCTS OR SERVICES

4. Limitation of Liability; Indemnification.

- (a) None of the State Street Parties is or will be, by virtue of these Terms of Use or any other agreement between you and State Street relating to the Services, an adviser or fiduciary for you or your managed or fiduciary accounts. State Street is not providing Investment Advice through the Services and Client should not view the fact that State Street is making the Services available as Investment Advice. There is no assurance that the Services or the Materials are or will be appropriate for Client or its investment objectives.
- (b) The State Street Parties are not liable to you, any of your Affiliates, or any of their respective officers, directors, employees, agents, or any other third party, including any client of, or investor or participant in, you (each, a "Client Party", collectively, the "Client Parties") for any losses, damages, costs, expenses or any other matter arising out of or relating to the Services and/or the Materials, including, without limitation, with respect to any inaccuracy or errors with respect thereto, any use, reliance, decisions or other actions taken (or not taken) by you, any Client Party, or any third party, in connection therewith (each, a "Claim"), except to the extent the same results directly from State Street's gross negligence or willful misconduct in its performance of the Services.
- (c) You agree that none of the State Street Parties shall be liable for any of the Services upon which you rely in whole or in part in connection with any investment decision made by you.
- (d) You shall indemnify and hold the State Street Parties harmless from and against any Claim.
- (e) Notwithstanding anything to the contrary set forth in these Terms of Use or any other agreement between you and State Street relating to the Services, in no event shall a Party be liable to the other Party or any third party for indirect loss, lost profits, lost revenues, loss of chance, reputation, or any indirect, special, consequential, punitive, or incidental damages or losses of any kind whatsoever in connection with the Services, the Materials, these Terms of Use and/or any other agreement between you and State Street relating to the Services, regardless of whether such damages or losses could have been foreseen or prevented by such Party, save to the extent any such damages or losses of one Party relate to death or personal injury caused by the negligence of other Party.
- (f) In the event that any State Street Party is held liable for any reason as to any Service, the Materials, these Terms of Use or any Service Agreement, and solely with respect to Clients that pay Fees for the Services, the aggregate of such liability shall be limited to the direct damages suffered by Client not to exceed the aggregate amount of Fees paid by Client to State Street for the relevant Service, if any, for the twelve (12) months preceding the occurrence of the first event giving rise to any such direct damages.

5. Representations and Warranties. You represent and warrant that: (a) you have the capacity and authority to perform your obligations under this Agreement; (b) your receipt of the Services pursuant to this Agreement will comply with Applicable Law; (c) you have received, read, and understood the Terms of Use; (d) you will not use the Services or the Materials under this Agreement to undertake or facilitate any business involving any party that is the target of any applicable sanctions laws, rules or regulations, or in any other manner that would cause any person (including, without limitation, State Street) to violate any applicable sanctions laws, rules or regulations; (e) you will provide, upon reasonable request, and as permitted by applicable law, any information that may be reasonably required by State Street to comply with any laws, rules, regulations or notices applicable to State Street and relating to anti-money laundering, know-your-customer, sanctions, or countering the financing of terrorism; and (f) notwithstanding anything to the contrary in the Service Agreement (if applicable), you agree that State Street shall have no obligation to perform, and shall not be in breach of this Agreement or liable to you for any failure to perform any activity relating to this Agreement that State Street determines, in its sole discretion, may cause State Street to breach any provisions of any applicable sanctions laws, rules or regulations. To the extent that any Services will be provided to a Client located in Australia, the Client

hereby represents and warrants to State Street that it is a "Wholesale Client" as defined under the Australia Corporations Act 2001 (Cw/ith).

6. Use of Data. In respect of any data or information relating to you that is provided or made available to, or collected by, State Street in the course of providing the Services and performance of any agreement between you and State Street relating to the Services ("Client Data"), State Street shall be entitled to share such Client Data with its Affiliates, agents and third party service providers in order and to the extent necessary to provide the Services or any other services under any other agreement between you or your Affiliates on the one hand and State Street's or its Affiliates on the other hand, and for the internal business purposes of State Street or its Affiliates.

7. Reliance on Third Party Data.

(a) Client acknowledges that State Street may use Third Party Data as part of and in connection with its provision of the Services. Providers of Third Party Data make no representation or warranty of any kind, either express or implied, with respect to the Services (or the results to be obtained by the use thereof), and expressly disclaim any and all implied warranties of originality, accuracy, completeness, non-infringement, merchantability, and fitness for any particular purpose.

(b) State Street may, upon notice to Client, terminate or modify any portion of the Services and/or any Service Agreement if (i) a provider of Third Party Data or other services used by State Street to perform the Services terminates or modifies State Street's right to receive or use such Third Party Data or services or is otherwise unable to provide same to State Street or (ii) continuing to provide any of the Services might, in State Street's estimation, infringe the intellectual property rights of any third party. Client may terminate the relevant Services and, as applicable, the related Service Agreement(s), by written notice to State Street following any such termination or modification by State Street; provided, however, that Client shall remain liable for any Fees or expenses owed or payable with respect to the Services rendered prior to such termination or modification of the Services or related Service Agreement(s) by State Street.

8. Access to Services.

(a) State Street has no control over the Internet and to the extent that any reporting or other information is transmitted or received via Web-based or Internet services, State Street cannot guarantee and makes no representation or warranty that such transmission or receipt of information will be uninterrupted or error free or that such information shall remain private and confidential or free from unauthorized party access. Accordingly, in no event shall State Street be liable for any loss, damage, expense or other harm or injury arising out of or related to the use, performance, or non-performance of the Internet, or network services or providers, equipment, or software used in connection with the Internet, including without limitation, Client's Internet service provider and technology infrastructure and connectivity.

(b) Client acknowledges that State Street may provide Client's employees and personnel who require access to the Services ("Users") with one or more user identifications, passwords, security devices or other access methods or security requirements to use and access the Services ("Access Methods"). Client agrees to comply, and to cause its Users to comply, with Access Methods that State Street may issue or require from time to time for access to the Services. Client is solely responsible for any use and unauthorized access to the Services caused by or arising through it or its Users' acts or omissions. Client and its Users may access the Services only through acceptable Access Methods.

9. Termination.

(a) In the absence of a Service Agreement with a stated definitive term, State Street may terminate your access to the Services, for any reason or for no reason, at any time.

(b) On termination of any Services, whether pursuant to the termination of an applicable Service Agreement or otherwise, (i) the license to use and copy the Materials and the right to use the Services and to access the related parts of the Research Website shall cease immediately, (ii) Client shall not make any further copies of the Materials and shall cease immediately to use all Copyright and Proprietary Information, (iii) all sub-licenses of the Copyright granted by Client shall automatically terminate, and (iv) Client shall remain liable for any Fees or expenses owed and payable with respect to the Services rendered prior to such termination.

(c) The Services and/or any Service Agreement may be terminated by State Street, effective immediately and upon

written notice to you, in the event that State Street determines, in good faith, that Client does not satisfy State Street's "know your customer" or anti-money laundering compliance policies which are designed to implement requirements under applicable law.

(d) Sections 1, 3, 4, 6, 7(a), 8(a), 9(b), 9(d), 10, 11, 13, and 14 of these Terms of Use shall survive termination of the Services and/or any Service Agreement.

10. Notices. All notices required under these Terms of Use shall be deemed to be given if it is personally delivered or sent by certified or registered mail or overnight courier, postage prepaid with return receipt requested, to the persons and at the addresses set forth on the signature page to any Service Agreement or such other address as designated by a Party in a notice of change of address to the other Party, provided that such notice shall be effective only from the date of its receipt. You authorize State Street to rely on information given to State Street by persons who are authorized by you to State Street from time to time as well as by any persons who State Street reasonably believes to be acting with authority on your behalf.

11. Amendment and Waiver. State Street may update these Terms of Use at any time upon sixty (60) days prior written notification to you, and your continued use of or access to the Services following the expiration of such sixty (60) day period shall constitute your agreement to such updates. Except as otherwise provided herein, these Terms of Use and/or any Service Agreement may be amended, modified, or supplemented only by a written instrument duly executed by the Parties. Any provision of these Terms of Use and/or any Service Agreement may be waived but only in writing signed by the Party against whom such waiver is sought to be enforced. No failure or delay by any Party in exercising any right, power, or privilege under these Terms of Use and/or any Service Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies set forth in these Terms of Use and/or any Service Agreement shall be cumulative and not exclusive of any rights and remedies provided by law.

12. Assignment. These Terms of Use and each Service Agreement shall extend to and shall be binding upon the Parties and their respective successors and assigns; provided, however, that, except in the case of an assignment by State Street to one of its Affiliates, no Service Agreement shall be assignable (in whole or in part) by a Party without the written consent of the other Party. The foregoing notwithstanding, State Street may delegate the performance of Services to one or more State Street Parties; however, State Street shall remain responsible and liable for any acts or omissions of the State Street Parties in connection with the performance of the Services.

13. Severability. If any provision or portion of these Terms of Use or any Service Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions and portions hereof or thereof shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. Governing Law. These Terms of Use will be governed by and construed in accordance with (a) the governing law designated in the applicable Service Agreement, or (b) in the absence of any such Service Agreement, English law for Clients located in the United Kingdom or the European Economic Area or the laws of the Commonwealth of Massachusetts for Clients located in any other jurisdiction.