

# State Street Private Equity Index

## STATE STREET

### ELECTRONIC ACCESS SERVICES AGREEMENT / TERMS OF USE

State Street Bank and Trust Company and / or its Affiliates have developed, use, and/or provide access to proprietary or third-party systems, applications, tools, and platforms available on the Site, in connection with the various Services that we provide to our clients. As part of the Services we also maintain certain information in databases under our ownership and/or control that we make available to our clients and other entities by various methods, including by electronic access.

We agree to provide you with access to the Services electronically via the Site and, in connection therewith, you and your Designees are agreeing to these terms and conditions also referred to as terms of use (hereafter, this “Agreement”) which includes any and all supplements and updates referenced herein. Please read this Agreement carefully and print a copy for your records. You agree that a printed version of this Agreement shall be admissible in judicial or administrative proceedings to the same extent as other business documents and records. Your access to and use of the Site shall, with respect to each Service, be deemed to create a separate agreement between you and the provider of the Service, whether it be us or one of our Affiliates, under this Agreement, which shall be in addition to any Client Agreement. Your use of the Site and the Services is contingent upon your compliance with the terms and conditions of this Agreement, and, to the extent applicable, the terms and conditions imposed by any Supplier, as well as our continued access to and use of such Supplier’s data, software, applications or services. Upon your review and acceptance of this Agreement, you will be provided access to the Site and the Services and by accessing the Site or the Services you will be conclusively presumed to have notice of and to have consented and agreed to the most recent version of this Agreement as posted on the Site. You will be notified of any modifications to this Agreement and prompted to review and accept such modifications prior to continuing to use the Site or the Services. Following such confirmation you will be conclusively presumed to have notice of and agreed to the modified version of this Agreement, which shall then govern your access and use of the Site and the Services and be posted on the Site. You agree to comply with all guidelines, supplements, notices, statements, advisories, restrictions, legends or disclaimers displayed electronically on or linked to the Site or the Services or that may otherwise be communicated to you in writing.

## 1. Definitions

“**Access Methods**” means one or more user ids, passwords, security devices or other access methods or security requirements relating to your access to the Site and the Services.

“**Client Agreement**” means any other agreement you may have with us governing your relationship with us.

“**Client Information**” means information you provide in connection with your use of the Site or the Services, including without limitation, user names, passwords and information via other security tools.

“**Designee**” means any person or entity accessing the Site, the Services or the Information with your authorization, on your behalf or any other user who accesses the Site, the Services or the Information via your Access Methods.

“**Device**” means a computer or computing device, mobile or otherwise, that you own, control or use and through which you or your Designees (as applicable) may access the Site or the Services.

“**Information**” means electronic information, data or other content that we maintain on or make available through access to the Site or as part of the Services, including without limitation, information, data or other content provided by our Suppliers.

“**Proprietary Information**” means the Site, the Services, the Information and the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, knowhow, algorithms, programs, training aids, printed materials, methods, books, records, files, documentation and other information we make available to you as part of the Site and the Services, and all copyrights, trademarks, patents, trade secrets and other proprietary and intellectual property rights of us and our Suppliers related to the Site, the Services and the Information.

“**Services**” mean the electronic services made available to you by us from time to time via the Site, a Device, or other means of access as may be set forth in or otherwise governed by a Client Agreement or other form of contract.

“**Site**” means <https://globalmarkets.statestreet.com/peindex> and any other website we make available to you from time to time.

“**State Street Parties**” means State Street, its Affiliates, and their respective officers, directors, employees, representatives, agents, and Suppliers.

“**Supplier**” means any unaffiliated third-party licensor, vendor, or service provider of us.

“We”, “our”, “us” and “State Street” mean State Street Bank and Trust Company, together with our Affiliates.

“You” and “your” refer to you, our client, and, unless the context indicates otherwise, your Designees.

## 2. Use; Restrictions on Use

(a) You, and, as applicable, your Designees, may use the Site and access the Services and the Information solely in connection with your own internal business purposes and in support of the Services and purpose as set forth in your Client Agreement. Additionally, you may print or export copies of pages of the Site content for your internal business purposes and subject to the other terms of this Agreement or any Client Agreement, including that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied or exported.

(b) You will not (i) permit any third party to use the Site or the Services unless otherwise agreed in any relevant Client Agreement that may otherwise apply; (ii) sell, rent, license, repackage, commercially exploit or make available to third parties (except as may be provided in this Agreement or your Client Agreement) or otherwise use the Site or the Services in the operation of a service bureau, software-as-a-service or for any purpose other than as expressly authorized under this or a Client Agreement; (iii) allow or cause any Information, including data from Suppliers or other third party sources, to be published, redistributed or retransmitted for other than use for or on behalf of yourself and in accordance with any restrictions or limitations contained in your Client Agreement or which we may inform you; or (iv) use the Site or the Services to compete or enable a third party to do so.

(c) In no event may you use the Site or the Services in a manner that (i) harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party; (ii) is unlawful, fraudulent or deceptive; (iii) uses technology or other means to access Proprietary Information that we have not expressly authorized you to use; (iv) uses or launches any automated system to access any of our websites or computer systems; (v) attempts to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment; (vi) attempts to gain unauthorized access to our computer network or user accounts; (vii) encourages conduct that would constitute a criminal offense, or would give rise to civil liability; (viii) uses the Site or the Services to store, upload, send or process any content, data or material for any purpose or manner that is inconsistent with the terms of this Agreement or your Client Agreement; (ix) except as set forth in this Agreement or your Client Agreement, creates Internet links to or from, frame or mirror any content forming part of the Site or the Services; (x) edits, alters, reformats or otherwise changes the Site or the Services, or their presentation or format in any manner so as to affect the copyright of us or our Suppliers (including, but not limited to, removing any notice of copyright, trade mark or any other intellectual property right or any identification notice of us or our Suppliers), or merge the same

so that they cease to be readily identifiable as that of us or our Suppliers, as applicable; or (xi) violates this Agreement or your Client Agreement. You agree that you will not modify the Site in any way, or enhance or otherwise create derivative works based in whole or in part on the Site, the Services, or any part thereof, or reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the Site or the Services.

(d) We reserve the right to prohibit anyone access to the Site or the Services that we determine is violating this Agreement, restricting or inhibiting any other user from using or enjoying the Site or the Services, or whose conduct we determine may violate the rights of a third party or constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, federal or international law, rule or regulation.

### **3. Access and Security Procedures**

(a) You agree to comply, and to cause your Designees to comply, with Access Methods that we or our Suppliers may issue or require from time to time for use of the Site and access to the Services and the Information, which may require you to establish a user name and password in order to use the Site. You are solely responsible for any use and unauthorized use of the Site and access to the Services caused by your or your Designee's acts or omissions or arising by or through you or such Designee, including without limitation, (a) for ensuring that the Services and your Access Methods are provided to and used by only you and your Designees and (b) for any and all use and/or misuse of the Site or the Services by your Designees or any other person who accesses the Services or the Site using your Access Methods or Device, whether or not you have authorized them to do so. You may access the Site and the Services only through acceptable Access Methods.

(b) At our reasonable request, you shall provide us with a list of your Designees and their countries of domicile. If any Designee ceases to be associated with your organization or no longer requires access to the Site, or if your Access Methods have been lost, stolen or compromised, you will promptly notify us in writing immediately so that we may cancel relevant Access Methods. You agree to notify us immediately if you become aware of any disclosure, loss, theft, or unauthorized use of Client Information, your Device or other security tools or any loss, theft or unauthorized use of your Device. All transmissions generated by use of your Access Methods will be deemed authorized by you and made by you or your Designee whether or not we acknowledge receipt of such transmission. You agree to notify us immediately in the event that you learn or have reason to believe that any person to whom you have given access to the Site or the Services has violated or intends to violate the terms of this Agreement, and you agree that you will cooperate with us in investigating any unauthorized access or attempted access to the Site or the Services and in seeking injunctive or other equitable relief. You agree to discontinue use of the Site or the Services upon our request. We may restrict your access to the Site or the Services at any time for security or any other reasons or noncompliance with the terms of this Agreement, without liability to us or our Suppliers.

Information Classification: General

(c) Access to the Site and the Services may require transmission of Client Information. While we and our Suppliers use commercially reasonable security technologies to protect and encrypt sensitive information, the security of your Client Information depends in part on the security of the Device that you use to communicate with us, the security provided by your Internet services provider and the security you use to protect your Client Information. We are not responsible for the security or privacy of Client Information or any other information transmitted to or from your Device. You are solely responsible if the security tools we provide to you or other security controls on your Device have been circumvented or compromised in any way. By accessing the Services or the Site, you fully assume all security risks related to such access. The Internet is an open system, and there is no absolute guarantee that the information you access or transmit will not be intercepted and read by others. We make no warranty that a third party cannot decrypt Client Information or other information or be able to access your Device.

#### **4. Fees and Taxes**

The fees for the Services will be as set forth in any Client Agreement and Client shall bear any Taxes as set forth therein. There is currently no stand-alone fee solely for using the Site and accessing the Services electronically.

#### **5. Proprietary Information; Privacy**

(a) All information provided under this Agreement by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) regarding the Disclosing Party’s business and operations shall be treated as confidential, including, but not limited to (i) as it pertains to us, the Proprietary Information and the “look and feel” of the Site, the Services or the Information and (ii) as it pertains to you, the Client Information. Subject to Section 6 below, all confidential information provided under this Agreement by Disclosing Party shall be used, including disclosure to third parties, by the Receiving Party, or its agents or Suppliers, solely for the purpose of performing or receiving the Services and discharging the Receiving Party’s other obligations under this Agreement or 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 shall not be applicable to any information (1) that is publicly available when provided or thereafter becomes publicly available, other than through a breach of this Agreement, (2) that is independently derived by the Receiving Party without the use of any information provided by the Disclosing Party in connection with this Agreement, (3) that is disclosed to comply with any legal or regulatory proceeding, investigation, audit, examination, subpoena, civil investigative demand or other similar process, (4) that is disclosed as required by operation of law or regulation or as required to comply with the requirements of any law, legal process, rule, subpoena, decree, regulation, stock market rule, government or court order, or market infrastructure applicable to the Receiving Party.

(b) The Proprietary Information and other confidential information (of the Parties or relevant Suppliers) may also be subject to and protected by various intellectual property laws and treaties and other rights and unfair competition laws. The Parties agree entitled to seek injunctive relief against the breach or threatened breach of any related obligations and undertakings, in addition to any other legal remedies which may be available.

(c) “State Street” and “State Street Global Markets” are trademarks of State Street Corporation (incorporated in Massachusetts) and are registered or have registrations pending in multiple jurisdictions. All trademarks, service marks, trade names, logos and other content appearing on or included in the Site or used in connection with the Services remain at all times the property of their respective owners. Nothing contained in this Agreement, or visible on or provided as part of the Site or the Services, should be construed as granting any license or right in or to the Proprietary Information or any of our other confidential information, or that of any Suppliers, or any other third party, except as expressly stated therein.

(d) You agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, “Feedback”) you provide to us or via the Site or the Services is the exclusive property of us, and that we can use such Feedback for our own commercial benefit without being required to compensate you. You hereby irrevocably assign and transfer to us all right, title and interest in the Feedback.

(e) You acknowledge and agree that we may collect, transmit, store and use technical, and login or other personal data and related information, including but not limited to Client Information, technical information about your Device, system and application software, and peripherals regarding and to facilitate the use and provision of the Site or the Services in accordance with this Agreement. For further information on how we protect your personal information, read State Street’s Online Privacy Statement, available to you on the Site. You agree to provide true, accurate, current and complete information about yourself when you elect to provide personal information to us and to promptly update such information as necessary to keep it accurate. Except as may be expressly provided in our Online Privacy Statement, any information or materials submitted to us will be treated as non-confidential and non-proprietary.

## **6. Use of Information**

Notwithstanding anything to the contrary contained herein:

(a) In connection with the provision of the Services and the discharge of our obligations under this Agreement, we (which term for purposes of this Section 6 includes each of its parent company, branches, subsidiaries and affiliates (“Affiliates”)) and our agents and Suppliers may collect and store information from or regarding you and share such information with our Affiliates, agents and Suppliers in order and to the extent reasonably necessary (i) to carry out the provision of services contemplated under this Agreement and other agreements between you and us or any of our Affiliates and (ii) to carry out management of our businesses,

Information Classification: General

including, but not limited to, financial and operational management and reporting, risk management, legal and regulatory compliance and client service management.

(b) Subject to paragraph (c) below, we and/or our Affiliates (except those Affiliates or business divisions principally engaged in the business of asset management) may use any Client Information (which term for purposes of this Section 6 includes other information) obtained by such entities in the performance of their services under this Agreement or any other agreement between you and us or one of our Affiliates, including Client Information regarding transactions and portfolio holdings relating to you, and publish, sell, distribute or otherwise commercialize the Client Information; provided that, unless you otherwise consent, Client Information is combined or aggregated with information relating to (i) other customers of us and/or our Affiliates or (ii) 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 Client Information with you. You agree that we and/or our Affiliates may seek to profit and realize economic benefit from the commercialization and use of the Client Information, that such benefit will constitute part of our compensation for services under this Agreement or such other agreement, and we and/or our Affiliates shall be entitled to retain and not be required to disclose the amount of such economic benefit and profit to you.

(c) Except as expressly contemplated by this Agreement, nothing in this Section 6 shall limit the confidentiality and data-protection obligations of us and our Affiliates under this Agreement and applicable law. We shall cause any Affiliate, agent or Supplier to which we have disclosed Client Information pursuant to this Section 6 to comply at all times with confidentiality and data-protection obligations as if it were a party to this Agreement.

## **7. Information; Site Content**

(a) Unless otherwise stated, all Information is provided as a convenience and for your information and is not an official record of your activity with us. You should not rely upon it for taking action without first confirming its accuracy and completeness. We do not accept any responsibility for any loss or damage that results if you take action based upon such Information. The accuracy, completeness sequencing or timeliness of Information provided to you via the Site or the Services are not guaranteed and are subject to change. Dated Information or other dated material contained on the Site reflects the authors' analysis as of the published date. Neither we nor any Supplier is under an obligation to update such Information or other material or to reflect circumstances that may occur after the earlier of the date it first appeared on the Site or the date contained in the Information or other materials.

(b) No Information may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, publicly displayed, encoded, transmitted, used to create a derivative work, or

otherwise used for public or commercial purposes without our express written consent or that of our Supplier, as applicable. You may not modify, alter, revise, paraphrase, omit or change any Information, including without limitation, any content of our Suppliers, without our express prior written permission. You may not modify, amend, reduce the size of or in any way obscure any warning, notice, liability limitation, or other license provision on the Site or relating to the Information. The availability of Information on the Site is not to be used as a substitute for a license or subscription agreement directly with the relevant Supplier. If relevant to the Information you access, you agree to comply with the Supplier's terms and conditions in any relevant agreement that you may have with the Supplier governing use of such Information or that may otherwise apply and any supplement to this to this Agreement relating to such Information.

(c) Site content is subject to change without notice. We may change, suspend, or cancel features of the Site or the Services from time to time at any time in our sole discretion with or without prior notice.

(d) You may, from time to time, have to access software from Suppliers that is made available to you in order to access the Information on the Site or the Services. In addition, we make available to you from time to time applications that will permit you to access the Site or the Services electronically (for example, using a mobile Device). By accepting or using such software, you accept and agree to comply with the terms and conditions of all software licenses and service agreements for such software or applications and any supplement to this Agreement relating to such applications. We will provide you with relevant information and terms of use regarding such software or application, on the screen of your Device when you sign onto the Site or by other means. We do not accept any responsibility for your use of any Supplier's software, applications, data or services. Additionally, the Site may have links to third party websites ("Linked Sites"). Please note that when you click on one of these Linked Sites, you are connecting to or accessing another provider's website. We have no control over and we are not responsible or liable for the content, operation, quality, suitability or accuracy of any of these Linked Sites or their content.

## **8. Availability; No Solicitation**

Not all products or services offered, linked, provided or mentioned on the Site are available in all jurisdictions. Our products and services are only available in jurisdictions where it is lawful to advertise and market these products and services. The Services, including without limitation, any and all Site content, are not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject us to any registration qualification, licensing, governmental or regulatory approval within such jurisdiction. By offering the Services, we hereby make no solicitation to any individual or entity to use the Information, products or services in jurisdictions where prohibited by law. Your eligibility for any of the Services available is subject to final determination by us and/or the applicable Supplier(s).



## **9. Audit; Electronic Recording**

We reserve the right to monitor and audit all transactions and data (including e-mail messages) transmitted using the Site for any purpose, unless prohibited by law. You shall use reasonable efforts to cooperate with us in connection with such efforts. You acknowledge and agree to the recording, retention, monitoring and use by us and State Street Parties of all communications, electronic or oral, you give to us, and all e-mail messages you send to us or receive from us, and all Client Information and other data that you input or provide during your use of the Services or the Site.

## **10. Representations, Warranties and Agreements**

You represent and warrant that this Agreement is your legal, valid and binding obligation, enforceable against you and your Designees in accordance with its terms. By accessing the Site or the Services, you represent and warrant on a continuing basis that: (a) you are authorized to view any Information for which you have requested access and have all consents, rights authority, and have taken all actions necessary, to access the Site and use the Services as set forth herein; (b) you have observed and will continue to comply with all laws, rules and regulations applicable to you and your activities in respect of your use of the Services or Site and with the terms of this Agreement; (c) you agree that we can, in providing the Services and Information to you, rely on Client Information and other electronic information provided by you to us from time to time; (d) you are responsible for ensuring our rights to use the Client Information under this Agreement, and the Client Information is provided to us without restriction for such use; (e) any Client Information provided to us will not include any virus or other mechanism that is designed to delete, disable, interfere with or otherwise harm ours or our Affiliates' or our Suppliers hardware, software, data or other programs (including but not limited to the Site, the Services and the Information); (f) you (i) are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) are not listed on any U.S. government list of prohibited or restricted parties; (g) you agree to exercise reasonable efforts at our expense to cooperate with any reasonable request we may make in order to respond to any inquiries made by any third party Suppliers or any exchanges, regulatory, self-regulatory or governmental authorities in connection with the Services; and (h) you agree that we, our agents and Suppliers may download certain information to your Device.

## **11. Limited Warranties; Disclaimers; Limitation of Liability**

(a) We represent and warrant that we are the owner of and/or has the right to grant access to the Site and to provide the Services contemplated herein. Because, among other things, of the nature of computer information technology, including but not limited to the use of the Internet, and the necessity of relying upon third party sources and data and pricing information obtained from third parties, the Site, the Services and the Information

Information Classification: General

are provided to you on an "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) No State Street Parties make any warranties or representations regarding the Information, Site, or the Services including, without limitation, as to the title, accuracy, reliability, merchantability, completeness, quality, fitness for a particular use or timeliness the performance or availability. No State Street Party shall be liable for any harm caused by the transmission through the Site, the Services or the Information including but not limited to any computer virus or other computer code or programming device that might be used to access, modify, delete, corrupt, disable, disrupt or otherwise impede or impact in any manner the operation of the Site, the Services, or the Information or any of your software, hardware, data or property, including without limitation your Device, or to capture keystrokes or other information from you.

(c) Data, Information, and content including expressions of opinion are subject to change without notice. Any opinions, advice, statements, services, offers, Information or other content given or provided by Suppliers or other third parties are those of the respective owners of such content and not ours. We have not independently verified any Information obtained from our Suppliers, licensors or other third party sources and do not guarantee that the Information is accurate or complete. You agree that with respect to any Information supplied by Suppliers or other third parties we are not a publisher of such Information and have no control over it.

Information may be subject to additional terms of use or direct agreement between you and certain Suppliers and this Agreement alone shall not be a substitute for any such agreement.

(d) WE SHALL HAVE NO LIABILITY FOR YOUR USE, ACTIONS, INVESTMENT OR OTHER DECISIONS, OR FOR ANY RESULTS, REGULATORY REPORTS, OR STATEMENTS, BASED UPON OR ARISING OUT OF, IN WHOLE OR IN PART, THE INFORMATION, SITE OR THE SERVICES AND YOUR USE THEREOF.

(e) Neither of us (including State Street Parties) shall be liable to the other or any third party for any claims, losses, damages, costs or expenses, or failure or delay in performing obligations hereunder resulting directly or indirectly from, without limitation, any acts of God, civil, military, or banking authorities, fires, floods, or other disturbances of nature, epidemics, catastrophes, or national emergencies, legal constraints, strikes or labor difficulties, riots, nationalization, expropriation, war, terrorism or insurrection, failure of transportation, information technology, communications, power or other necessary systems or equipment, or other happenings or events to the extent beyond the reasonable control of the Party affected.

(f) In no event shall either of us be liable to the other (including State Street Parties) or any third party for lost profits, lost revenues, third-party claims (except as provided herein) or any indirect, special, consequential, punitive or incidental damages of any kind whatsoever (including, without limitation, attorneys' fees) in connection

with the Services or this Agreement, regardless of whether such damages could have been foreseen or prevented by such Party.

The foregoing limitations will apply even if the above stated remedy fails in its essential purpose. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, or limitations on how long implied warranties last or the exclusion of certain implied warranties, some of the above disclaimers and limitations may not apply to you in such jurisdictions. In those jurisdictions, our liability is limited to the fullest extent permitted by law. Your exclusive remedy and our entire liability for any dispute or claim related to this Agreement or the Services is your cessation of the use of the Site and the Services.

## **12. Indemnification**

You shall indemnify and hold the State Street Affiliates harmless from and against any and all losses, damages, liabilities, actions, suits, claims, costs and expenses, including reasonable legal fees and costs of investigation (each, a "Claim") suffered or incurred by such State Street Party arising out of or relating to (i) the Services or this Agreement, including, without limitation, any use, distribution or redistribution, reliance, decisions, or any other actions taken (or not taken) by any Client Party, or any third party, in connection therewith or (ii) State

Street's action or inaction pursuant to any instruction, notice, certification or request from any Client Party in connection with State Street's performance of the Services, except (with respect to (i) and (ii)) to the extent the same results directly from State Street's gross negligence or willful misconduct in its performance of the Services and does not involve the unauthorized use or redistribution of any portion of the Services, Proprietary Information, or any related materials, by Client or a Client Party.

## **13. Termination**

We may terminate this Agreement or your access to the Site or the Services for any reason or for no reason, including, but not limited to, our reasonable conclusion that you have violated the terms of this Agreement or any other relevant Client Agreement that you have with us or that may otherwise apply. Termination of this Agreement, however, will not in and of itself terminate your other relationships with us.

## **14. General**

(a) **Survival.** The terms and conditions of this Agreement that by their nature are intended to survive shall survive notwithstanding termination of this Agreement, including without limitation, terms relating to warranty and disclaimers thereof, liability and limits thereof, indemnity, and protection of Proprietary Information and other confidential information.

- (b) Execution. Each Party hereto represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable against it, and the execution, delivery, and performance by it of this Agreement does and will at all times comply with all applicable laws and regulations.
- (c) Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may be modified as provided herein.
- (d) Governing Law / Venue. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Except for actions for injunctive relief to protect a Party's confidential information, which may be brought in any court of competent jurisdiction, both Parties consent to the jurisdiction and venue of the state or federal courts located in the Commonwealth of Massachusetts with respect to any matters arising out of this Agreement. A Party agrees that money damages may not be a sufficient remedy for certain breaches by the other Party or its employees, and that in addition to all other remedies a Party shall be entitled to pursue injunctive or other equitable relief as available.
- (e) Assignment. This Agreement and the rights granted under it may not be assigned or transferred by either Party without the express written consent of the other Party, except to a successor in interest in the event of a merger or acquisition of such Party by operation of law or in connection with the assignment or transfer by State Street to one of its Affiliates. The foregoing notwithstanding, State Street may delegate the performance of the Services to one or more of the State Street Affiliates.
- (f) Waiver. No failure or delay by any Party in exercising any right, power or privilege hereunder 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 herein provided shall be cumulative and not exclusive of any rights and remedies provided by law.
- (g) Non-Exclusivity. Client acknowledges that (i) State Street (including each of its Affiliates) shall in no way be restricted from furnishing services similar to the Services, or any other investment management, risk management or other advisory or financial services, to others by virtue of this Agreement or its provision of the Services to Client and (ii) that State Street, its Affiliates, and any officer, director, stockholder, employee, or any member of their families, may have an interest in securities which may be related or connected to Services performed under this Agreement.

Should you wish to contact us with any questions, complaints or claims with respect to the Site or the Services, you should contact your State Street representative.

For additional disclaimers and disclosures, please reference the below link:

<http://www.statestreet.com/utility/SSA-legal-disclosure.html>