SS&C BLUE PRISM® CHORUS AND DOCUMENT AUTOMATION
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern the provision of SS&C Blue Prism® Chorus and Document Automation Services offered to you by DST Technologies, Inc. (*if you are in North America*) or DST Process Solutions Limited (*if you are anywhere else in the world*).

This document, and its schedules and annexes as appendices to it, including the Order (where "Order or order" means an order on the SS&C Blue Prism Order Form or other document mutually agreed that incorporates these terms), contains the whole agreement between the parties relating to the subject matter hereof and sets out the terms on which you can use the products and services (our "Agreement"). The Agreement starts on the date set out in the Order between you and SS&C (defined below), or between you and an SS&C-authorized reseller, and lasts until the end of the license term also specified there, unless it is terminated earlier in accordance with these terms.

In consideration of the mutual promises and upon the terms and conditions set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Certain Definitions

Capitalized terms are defined as follows unless otherwise indicated an ancillary document to these terms:

1.1   "Action" means any civil, criminal, regulatory or administrative lawsuit, allegation, demand, claim, counterclaim, action, dispute, sanction, suit, request, inquiry, investigation, arbitration or proceeding, in each case, made, asserted, commenced or threatened by any Person (including any government authority).

1.2   "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, the term "control" shall mean, as to each such entity (i) the power to direct or cause the direction of the management and policies of such entity through ownership of at least 25% of such entity's voting securities or (ii) the right to control the appointment of the board of directors or analogous governing body, management or executive officers of such entity. Such entity shall be deemed to be an "Affiliate" only so long as such control exists.

1.3   "Agreement" shall, collectively, mean these General Terms and Conditions, applicable Product Specific Terms, applicable Orders issued hereunder, and other ancillary documents that may be referenced in an Order or an acknowledgement entered by the parties.

1.4   "Claim" means any Action arising out of the subject matter of, or in any way related to, this Agreement, its formation or Services.

1.5   "Confidential Information" means any proprietary information and other non-public information disclosed by either party ("Disclosing Party") to the other party ("Recipient") under or in connection with this Agreement, either directly or indirectly, and whether orally, in writing or otherwise, including this Agreement, all Software, Documentation, information, data, drawings, specifications, trade secrets, object code, machine-readable copies of the Software, and source code relating to the Software (whether or not supplied to Client pursuant to this Agreement).

1.6   "Documentation" means written instructions regarding the use and functions of Software or Software as a Service (SaaS) generally furnished with Software or SaaS, which may be printed manuals, or may be in electronic format, including "on-line" help files that may be included in the disc or other media on which the Software is delivered. Unless otherwise indicated, the terms "Software" and "Software as a Service" (SaaS) will include their respective "Documentation."

1.7   "Effective Date" means the date specified in an Order.

1.8   "Losses" means any and all compensatory, direct, indirect, special, incidental, consequential, punitive, exemplary, enhanced or other damages, and any and all settlement payments, attorneys' fees, costs, damages, charges, expenses, interest, applicable taxes or other losses of any kind.

1.9   "Order" means an order schedule, order acknowledgement, work request, statement of work, letter of engagement, or other document incorporating by reference these Terms and Conditions and any Product Specific Terms, agreed to by Client, that specifies Services being purchased by Client pursuant to the terms of this Agreement.

1.10   "person" and "entity" mean an individual, a corporation, limited liability company, partnership, association, trust, fund or any organized group of persons, whether incorporated or not, and any receiver, bankruptcy trustee or similar official.

1.11   "Personal Information" means "nonpublic personal information" under the Gramm-Leach-Bliley Act of 1999 and all "personal information" as defined in the Massachusetts Standards for the Protection of Personal Information.

1.12   "Product Specific Terms" shall mean terms applicable to specific SaaS Services that are provided pursuant to these Terms and Conditions.

1.13   "Services" means Software as a Service, Maintenance and Support Programs, or other services being purchased by Client pursuant to the terms of this Agreement, as indicated in an Order and any applicable Product Specific Terms.

1.14   "Software" means SS&C's proprietary computer software program(s) specified in an Order to this Agreement, including any Updates that are applicable to Client under the terms of an Order.

1.15   "Software as a Service" or "SaaS" means an SS&C proprietary subscription-based service offering whereby Software is hosted by SS&C and provided to Client as a service as specified in an Order.

1.16   "SS&C" means DST Technologies, Inc. or DST Process Solutions Limited, as the case may be. Affiliates of those entities may enter into an Order for the Software or Software as a Service to accept payment.

1.17   "Third Party Claim" means a Claim (i) brought by any Person other than the indemnifying Party or (ii) brought by a Party on behalf of or that could otherwise be asserted by a third party.

1.18   "Third Party Software" means proprietary software of a third party.

1.19   "Use" has the meaning given to it in the relevant Product Specific Terms.

2.   Services.

2.1   Ordering. Client may place orders for Services, subject to these Terms and Conditions and any Product Specific Terms, by execution and submission to SS&C or an applicable reseller of an Order, and execution by SS&C and Client of an acknowledgement document. All Orders accepted by SS&C or a reseller shall be deemed to incorporate these Terms and Conditions. In the case of any conflicts between these Terms and Conditions, any Product Specific Terms and any Order, the terms of the particular Order shall prevail and the terms of any Product Specific Terms shall prevail over these Terms and Conditions. Subject to these Terms and Conditions and any Product Specific Terms, SS&C hereby grants to Client, during the term of the Order, a limited, nonexclusive, nontransferable right to Use the Software as a Service set forth in the Order (including any Documentation) solely for Client's internal business operations.

2.2   Restrictions. SS&C retains all right, title, and interest in and to the Software, Services, and Documentation, and any enhancements, modifications, and derivatives thereof, including all patent rights, copyrights, trade secrets, trademarks, service marks, and other intellectual property rights associated therewith. Client has no ownership interest in the Software, Services or Documentation, or any copies thereof. Client's rights in the Software, Services, and Documentation, and any copies thereof, are limited to the rights expressly granted under this Agreement and are subject to all of the terms and conditions in this Agreement. SS&C reserves all rights not expressly granted to Client in this Agreement. Client will not directly, or indirectly through any Affiliate, agent or other third party: (a) use the Software except as expressly authorized in this Section 2, and subject to the other terms and conditions of this Agreement; (b) sell, lease, license, transfer, rent, share, distribute, sublicense or otherwise provide or disseminate all or any portion of the Software, Services or Documentation to any third party; (c) decompile, disassemble or reverse engineer the Software or Services, in whole or in part; (d) change or modify the Software; (e) write or develop any derivative software or any other software program based upon the Software, Services, Documentation or any Confidential Information; (f) use the Software or Services to provide processing services to third parties or otherwise use the Software or Services on a 'service bureau' basis (except as expressly set out in any Order); (g) make the Software or Services available to, or permit use of the Software or Services by, any third party without SS&C's prior written consent (including framing, spidering, scraping or mirroring of any of the content of any Software or Services); (h) remove any proprietary notices, labels or marks from the Software, Services or Documentation; (i) except as otherwise expressly permitted under this Agreement, disclose the Software, Services or any SS&C proprietary or confidential information to any third party; or (j) defeat or circumvent any controls or limitations contained in or associated with the use of the Software or Services. The above stated restrictions shall also apply to all Third Party Software (if any) provided by SS&C. Additional restrictions for specific Software or Services (if any) are set forth in the relevant Order.

All right, title, and interest that Client may have in its data and internal programs will remain the property of Client.

SS&C shall have a royalty free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into SS&C's products and services any suggestions, enhancement requests, recommendations, and other feedback provided by Client relating to SS&C's products or services.

2.3   Third Party Software. Unless otherwise specified in this Agreement, with the exception of any Third Party Software provided by SS&C under this Agreement, Client is responsible for licensing all Third Party Software required to use the Software and Services.

IF SS&C AND ITS SUPPLIERS ARE PROVIDING THIRD PARTY SOFTWARE, IT IS ON AN "AS IS" BASIS. SS&C AND ITS SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO THIRD PARTY SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SS&C NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY THIRD PARTY SOFTWARE, INCLUDING PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Neither SS&C nor its suppliers have any indemnification obligations with respect to Third Party Software.

2.4   Outside Services and Other Third Party Products. Client may use outside data services and other third party software products in connection with the Software and SaaS. Client is responsible for procuring these services and software and for the fees related to their installation and use. Notwithstanding anything in this Agreement to the contrary, neither SS&C nor its Affiliates shall be liable to Client or any other person for any damages and losses with respect to such data services or other third party software products, reliance by SS&C or Client on such data services or other third party software products, or the provision of such data services or other third party software products in connection with this Agreement.

2.5   Notice of Unauthorized Use. Client shall promptly notify SS&C upon learning of any actual or suspected unauthorized possession or use of any Software, Services or Documentation supplied by SS&C under this Agreement.

3.   Disclaimer and Limitation of Liability.

3.1   Disclaimer. Any representation or warranty not expressly contained in this Agreement is not authorized or valid. No employee, agent, representative or Affiliate of SS&C has authority to bind SS&C to any oral representations or warranty concerning Software or Services. Client agrees that, in entering into this Agreement, if either (i) it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (ii) if it did rely on any representations (whether written or oral) not expressly set out in this Agreement, it shall have no remedy in respect of such representations and (in either case) SS&C shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement. SS&C does not exclude liability which may not be excluded by law.

3.2   **Exclusion of Damages. SS&C SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ENHANCED OR SIMILAR DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, DIMINUTION OF VALUE, LOSS OR DAMAGE TO GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF COVER, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SS&C HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SS&C SHALL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY CLIENT (OR ANY PERSON CLAIMING UNDER OR THROUGH CLIENT), WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE HOWSOEVER, UNLESS IT IS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION THAT THEY RESULTED SOLELY FROM THE GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD OF SS&C AND ARE NOT OTHERWISE EXCLUDED OR LIMITED BY THIS CLAUSE 3.**

3.3   **Maximum Liability.   SS&C'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT, IN ANY EVENT, EXCEED, IN THE AGGREGATE, THE FEES PAID BY CLIENT TO SS&C UNDER THE RELEVANT ORDER FOR THE SOFTWARE LICENSE(S) OR SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.**

4.   Indemnification.

4.1   SS&C Indemnification.

(a) SS&C shall, at its expense, defend or settle any third party claim brought against Client during the term of the applicable Order to the extent based on a claim that Software or SaaS as delivered, when used within the scope of this Agreement, infringes any patent or copyright, misappropriates any trade secret or otherwise infringes any proprietary or intellectual property right of such third party ("Indemnified Claim") and shall pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by SS&C in connection therewith. This obligation is subject to Client: (a) notifying SS&C promptly in writing of the Indemnified Claim; (b) giving SS&C the exclusive control of the defense and settlement thereof, provided that settlement of any Indemnified Claim on terms that include an admission of liability by Client or a restriction on the operation of Client's business other than as it relates to Software or SaaS shall require Client's prior written consent, which shall not be unreasonably withheld or delayed; and (c) providing reasonable assistance necessary for SS&C to perform its obligations hereunder.

(b) In the event any such Indemnified Claim is brought or threatened, or in SS&C's reasonable opinion is likely to be brought or threatened, SS&C may, at its sole option and expense: (a) procure for Client the right to continue use of Software or SaaS (as applicable) or the infringing part thereof; or (b) modify or amend the applicable Software or SaaS, or infringing part thereof, or replace the applicable Software or SaaS, or infringing part thereof, with other software or services, as applicable, having substantially the same or better capabilities; or, if, in SS&C's reasonable opinion, neither of the foregoing is commercially practicable, (c) terminate Client's rights with respect to the applicable Software or SaaS and: (i) if Client has paid for a perpetual license for the infringing Software, refund to Client the portion, if any, of the corresponding license fees paid by Client for the allegedly infringing Software, equal to the amount paid by Client for such Software less 1/48th thereof for each month or portion thereof that such license has been in effect; and (ii) if Client has paid for a term license for such infringing Software or SaaS, refund the portion of the license fees paid for the period of such term license for the infringing Software or SaaS occurring after termination.

(c)   The foregoing obligations of SS&C shall not apply, and SS&C will have no obligation or liability for any Indemnified Claim, or any infringement, arising as a result of: (a) modifications to Software made by any party other than SS&C or a duly authorized representative of SS&C; (b) Client's continued use of the infringing Software or SaaS after receipt of notice of a claim or after receipt of the remedy required of SS&C under this Section 4.1, or if Client uses a version of Software that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Software that was provided to Client; (c) any development, modification or customization of Software or SaaS made pursuant to Client's designs, specifications or instructions; (d) the combination or use of Software or SaaS with other products, processes or materials if Software or SaaS by itself does not infringe; or (e) use of Software or SaaS other than in accordance with Documentation or the terms of this Agreement. This Section 5.1 states the entire liability of SS&C with respect to any Indemnified Claim.

4.2   Client Indemnification. Client shall indemnify, defend and hold harmless SS&C and its Affiliates and their employees, officers, and agents ("SS&C Associates") from and against Losses (including legal fees and costs to enforce this provision) that SS&C Associates suffer, incur or pay as a result of any Third Party Claim or Claim among the Parties. Any expenses (including legal fees and costs) incurred by SS&C Associates in defending or responding to any Claim (or in enforcing this provision) shall be paid by Client on a quarterly basis prior to the final disposition of such matter upon receipt by Client of an undertaking by SS&C to repay such amount if it shall be determined that SS&C Associates are not entitled to be indemnified.

5.   Confidential Information.

5.1   Nondisclosure. The Recipient shall use the Disclosing Party's Confidential Information solely in accordance with the provisions of this Agreement. The Recipient shall take reasonable measures to protect the secrecy of and prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. Without limiting the foregoing, the Recipient shall take at least those measures that it takes to protect its own information of a similar nature. The Recipient will not disclose the Disclosing Party's Confidential Information, or permit it to be disclosed, directly or indirectly, without the Disclosing Party's prior written consent, except that Recipient may, without the Disclosing Party's prior written consent, disclose Confidential Information (a) to employees and third parties (unless otherwise prohibited by this Agreement) who have a need to know such information in order for Recipient to fulfill its rights and obligations under this Agreement and are bound by a corresponding written obligation of confidentiality and (b) to the extent the Recipient is legally required to disclose such Confidential Information. The Recipient bears no responsibility or obligation for safeguarding information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) was known to the Recipient prior to its disclosure by the Disclosing Party and not subject to a confidentiality obligation, and this can be shown by reasonable evidence; (iii) is obtained by the Recipient from a third party, absent the Recipient's knowledge of such third party's breach of its obligations of confidentiality with respect to such information; or (iv) is independently developed by the Recipient without reference to the Disclosing Party's Confidential Information. If the Recipient is legally required to disclose Confidential Information, prior to such disclosure the Recipient shall give notice to the Disclosing Party (if permitted by applicable law) to permit the Disclosing Party to seek a protective order requiring that the Confidential Information be kept confidential.

5.2   Notification of Unauthorized Access. In the event that the Recipient learns that a person or entity has gained unauthorized access to, or made an unauthorized disclosure of, the Disclosing Party's Confidential Information, the Recipient shall promptly notify the Disclosing Party in writing. Each party further agrees to abide by applicable laws governing its obligations in the event of a data breach.

5.3   Policies and Procedures. From time to time a party may obtain access to certain Personal Information. SS&C and Client will implement and maintain commercially reasonable policies and procedures that are designed to protect against unauthorized access to or use of Personal Information. Personal Information will be controlled and processed, including any transmission and processing of such data outside the jurisdiction governing this Agreement, in accordance with applicable law. SS&C will comply in all material respects with law applicable to its provision of Personal Information and will implement and maintain appropriate measures in order to comply (to the extent required) with such law with regard to such Personal Information. On request by Client, SS&C shall provide Client with a copy of SS&C's Business Continuity and Disaster Recovery Plan Executive Summary as amended from time to time.

6.   Term and Termination.

6.1   Term. The Agreement amongst the parties will take effect on the Effective Date until the Services ending date as stated in an applicable Order or until terminated as set forth below in Section 6.2. An Order may be terminated in accordance with its terms without terminating this Agreement.

6.2   Termination for Material Breach or Insolvency. SS&C may, by written notice to Client, terminate this Agreement if any of the following events ("Termination Events") occur: (a) Client is in breach of any material term, condition or provision of this Agreement, or of any other agreement between SS&C (or any Affiliate of SS&C) and Client (or any Affiliate of Client), which breach, if capable of being cured, is not cured within 30 days after SS&C gives Client written notice of such breach; or (b) Client (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. The provisions of Sections 1, 2.2, and 3, 4, 5, 6, 9.8, 9.9, 9.13 and 9.14 will survive termination of this Agreement.

6.3   Obligations Upon Termination. Upon the expiration or termination of any Order, all licenses granted to Client, and all Services obtained by Client, under such Order shall terminate, and Client shall cease accessing and using any applicable Services. Within 30 days after the date of termination of this Agreement for any reason whatsoever, Client shall: (a) return or destroy all copies, in whole or in part, of all Documentation and any other Confidential Information in its possession that is in tangible form; and (b) furnish SS&C with a certificate signed by an executive officer of Client verifying that (a) above has been done.

6.4   Suspension. SS&C reserves the right to suspend Services to Client under any and all Orders during any period in which Client's account under any one or more Orders is more than 10 days past due. Suspension shall not relieve Client of its payment obligations under this Agreement.

7.   Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Client, in whole or in part, whether directly or by operation of law, without the prior written consent of SS&C. Any such consent may be conditioned upon the payment of additional fees to SS&C in such amounts as SS&C may determine. For purposes of this Agreement: (a) a change of control of Client, a sale of substantially all of the assets of Client or a merger or consolidation involving Client or any Affiliate of Client effecting, directly or indirectly, a change of control of Client, shall be deemed to be an assignment or transfer of this Agreement and the rights under it by operation of law requiring the written consent of SS&C; (b) a "change of control" shall be deemed to have occurred if any person or entity not in control of the Client before the Effective Date of this Agreement, thereafter acquires control of the Client; and (c) control means, as to each such entity (i) the power to direct or cause the direction of the management and policies of such entity through ownership of at least 25% of such entity's voting securities or (ii) the right to control the appointment of the board of directors or analogous governing body, management or executive officers of such entity.

Any assignment or other transfer of this Agreement or Software without the prior written consent of SS&C as required above shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any attempted delegation, transfer or assignment prohibited by this Agreement shall be null and void.

8.   Notices.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by first class certified mail; or (c) sent by overnight courier, in each of (b) and (c) properly posted and fully prepaid to the appropriate address set forth in the Order. Either party may change its physical address for notice by written notice to the other party given in accordance with this Section 9. Notices will be considered to have been given at the time of actual delivery in person, 3 business days after deposit in the mail as set forth above, or 1 day after delivery to an overnight courier service.

If to SS&C:

DST Technologies, Inc.
1055 Broadway, 7th Floor
Kansas City, MO 64105
Attn: Legal Department

Email: fsgnotices@sscinc.com

9.   Miscellaneous.

9.1   Force Majeure. SS&C will not incur any liability or be responsible for any Loss of property in SS&C's possession or for any failure to fulfill its duties or obligations hereunder if such Loss or failure is caused, in whole or in part, directly or indirectly, by events occurrences or cause beyond its reasonable control, including war, terrorist or analogous action, the act of any Government Authority or other authority, riot, civil commotion, rebellion, natural disaster, storm, accident, fire, flood, earthquake, epidemic, pandemic, public health emergency, lockout, strike, labor shortage, power or other utility service failure, computer error or failure, delay or breakdown in communications or electronic transmission systems, failure or discontinuance of the Internet, or other analogous events beyond the reasonable cause of SS&C. SS&C shall use commercially reasonable efforts to minimize the effects on the Services of any such event.

9.2   Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party in enforcing the provisions of this Agreement or its rights or remedies will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

9.3   Partial Invalidity. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, all of which will continue to be valid and enforceable to the fullest extent permitted by law.

9.4   Audit. To the extent applicable, Client shall permit SS&C to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this license, for the purpose of ensuring that Client is complying with the terms of the license under this Agreement, provided that SS&C gives reasonable advance notice to Client of any such inspection, which inspection shall take place at reasonable time.

9.5   Entire Agreement. This Agreement (including any addendum hereto) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect thereto. SS&C shall not be subject to provisions of any pre-printed terms on or attached to purchase orders generated by Client, or any Client policies, regulations, rules or the like, including those set forth in any Client sponsored registration system, regardless if such requires affirmative acknowledgement from an SS&C representative.

9.6   Headings. The headings used in this Agreement are for convenience of reference only and are not to be used for interpreting it.

9.7   Export Control. Client shall comply with all applicable export, re-export, and foreign policy laws that may be imposed by the Canadian or United States government.

9.8   Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original. Such counterparts together will constitute one agreement. Signatures may be executed electronically and exchanged via facsimile or electronic mail and the parties hereto agree that signatures so exchanged shall be binding to the same extent as if original signatures were exchanged.

9.9   Choice of Law; Choice of Forum.

9.9.1   *If you are in North America:* This Agreement shall be interpreted in accordance with and governed by the Law of the State of New York without regard to conflicts of law principles. The state and federal courts in the Borough of Manhattan in the City and State of New York shall have exclusive jurisdiction to resolve any dispute arising out of or related to this Agreement. Each Party submits to the exclusive jurisdiction of such courts and waives to the fullest extent permitted by law all rights to a trial by jury. Notwithstanding anything to the contrary, Section 5-903 of the New York General Obligations Law shall not apply to any auto renewal under this Agreement, and Client hereby expressly and irrevocably waives its right to receive any notice of renewal to the extent required under Section 5-903 of the New York General Obligations Law. The *Uniform Computer Information Transactions Act* shall not apply to this Agreement.

9.9.2   *If you are anywhere else in the world:* This Agreement shall be interpreted in accordance with and governed by the laws of England and Wales. The English courts shall have exclusive jurisdiction to resolve any dispute arising out of or related to this Agreement. Each Party submits to the exclusive jurisdiction of such courts.

9.10   No Solicitation. No party shall directly or indirectly solicit or entice away or hire (or attempt to solicit or entice away or hire) from the employment of the other party any person employed or engaged by such other party in the provision of any Services or in the receipt any Services at any time during the term and for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the staff of another party.

9.11   Independent Contractors. The parties are, and shall remain, independent contractors. Except as provided in this Agreement, each party is not, and will not act as, an agent of the other party, nor shall either party or any of its employees be deemed to be employees of the other party and nothing in this Agreement shall be construed as creating a partnership, joint venture, an employer/employee relationship, an agent-principal relationship, or any similar relationship.

9.12   Disclosure; Use of Client's Name. SS&C's parent entity is subject to United States federal and state securities laws. SS&C may make disclosures required by such laws. Subject to the confidentiality provisions of Section 6.4, SS&C may: (a) refer to Client in generic client lists, new client announcements, product brochures, and marketing materials indicating that Client is a client of SS&C; and (b) issue a press release, subject to Client's prior reasonable review and consent (such consent not to be unreasonably denied, delayed or conditioned), announcing that Client has engaged SS&C to provide Software. SS&C may disclose to third party vendors (including software vendors) that provide products or services used by Client or that are used in conjunction with SS&C's products or services that Client is a client of SS&C and such other information that is reasonably needed by such third party vendors.

9.13   Right to Subcontract. SS&C may subcontract or delegate the performance of any Services under this Agreement, including to one or more of SS&C's Affiliates. SS&C shall remain responsible for all its obligations under this Agreement notwithstanding any subcontracting or delegation of the performance of such obligations. SS&C shall ensure that any third party performing Services under this Agreement on SS&C's behalf complies with all of SS&C's obligations under this Agreement.

9.14   Injunctive Relief. Any violation or threatened violation of Sections 2.2, Section 5 ("Confidential Information") or Section 9.10 (No Solicitation) of this Agreement will cause irreparable injury to the other party for which monetary damages would not be an adequate remedy and each party will be entitled to obtain injunctive relief (without the necessity of posting a bond) in addition to any other damages or equitable relief for any breach of the above-listed sections of this Agreement.

9.15   Time Limit to Claim Breach. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than 1 year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

9.16   No Third Party Beneficiaries. A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement, with the exception of SS&C's data and software suppliers.

9.17   Words in the singular include the plural and words in the plural include the singular. The words "including," "includes," "included," and "include", when used, are deemed to be followed by the words "without limitation." Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "hereof," "herein," and "hereunder" and words of analogous import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.