

STATE STREET

APPLICATION SECURE GATEWAY (ASG)

Terms and Conditions of Use

Please read these terms and conditions carefully. By accessing this Web site, asg.statestreet.com, (the "Site"), you agree to be bound by these terms and conditions as well as any future revisions State Street may make in its discretion. If you do not agree to the following do not access this Site.

Access. You are accessing State Street's network pursuant to your existing agreement(s) with us and the terms of this Agreement. You and your authorized designees ("Authorized Designees") access the Site "AS IS" and acknowledge that the Site and the remote access services related to use of this Site are proprietary to and confidential property of State Street and its relevant licensors and its information and data suppliers ("Suppliers"). All equipment, systems, services and software are to be used for your business purposes only in accordance with the terms of this Agreement and your agreement(s) with State Street. Unauthorized access, use or distribution is in violation of state and/or federal statutes. State Street reserves the right to monitor and audit all transactions and data (including e-mail messages) for any purpose sent over this network and your use of this Site unless prohibited by law. 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.

You are accessing a secured Site. The Site and any information you receive are encrypted for privacy. State Street takes reasonable and appropriate measures, including encryption, to ensure that information is disclosed only to you. However, the Internet is an open system and there is no absolute guarantee that the information you have retrieved will not be intercepted by others and decrypted and you assume that risk in accessing the Site.

Not all products or services provided on the Site are available in all jurisdictions. State Street's products and services are only available in jurisdictions where it is lawful to advertise and market these products and services, and are subject to the final applicable agreement. By offering products and services on the Site, State Street hereby makes no solicitation to any individual or entity to use information, products or services in jurisdictions where prohibited by law.

Copyright. All site content is owned by State Street and/or its subsidiaries or affiliates (unless otherwise indicated), and its Suppliers as applicable, and is protected by U.S. and international copyright laws and treaties. Content may not be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes without the express written consent of its owner.

Trademark. "State Street" and its logo are registered trademarks of State Street. All trademarks, service marks, trade names and logos appearing on this Site are the property of their respective owners.

No Warranties. The Site and the contents included therein are provided to you on an "as is" basis without any warranties of any kind. State Street and its Suppliers do not warrant the accuracy, adequacy, completeness, or timeliness of the information on this Site or its error-free use or connectivity or availability of this Site or content. There is no warranty of any kind - express or implied - including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, accuracy, availability and fitness for a particular purpose and freedom from computer virus.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STATE STREET OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, OR ANY INFORMATION AND RELATED GRAPHICS CONTAINED IN OR MADE AVAILABLE THROUGH THE SITE, EVEN IF STATE STREET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST STATE STREET OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THIS SITE.

YOU ACKNOWLEDGE THAT ALL DATA AND INFORMATION TRANSMISSIONS VIA THE SITE ARE SOLELY FOR THE INFORMATIONAL AND OTHER PURPOSES SET FORTH HEREIN, AND ARE NOT INTENDED AS FINANCIAL ADVICE OR AS AN OFFER, SOLICITATION OR RECOMMENDATION OF SECURITIES OR OTHER FINANCIAL PRODUCTS, OR TO SATISFY REGULATORY REQUIREMENTS OR COMPLY WITH ANY APPLICABLE LAWS, RULES, REQUIREMENTS OR STANDARDS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, AGENCY OR INDUSTRY REGULATORY BOARD, INCLUDING THE SECURITIES INDUSTRY, WHICH COMPLIANCE IS YOUR SOLE RESPONSIBILITY.

Security Procedures. You agree to comply, and to cause your Authorized Designees to comply, with remote access operating standards and procedures and with user identification or other password control requirements and other security procedures as may be issued from time to time by State Street for use of the Site and access to the remote access services. You agree to advise State Street immediately in the event that you learn or have reason to believe that any person to whom you have given access to the Site has violated or intends to violate the terms of this Agreement and you will cooperate with State Street in seeking injunctive or other equitable relief. You agree to discontinue use of the Site and remote access services, if requested, for any security reasons cited by State Street without liability to State Street or its Suppliers.

Proprietary Information/Injunctive Relief. The Site described herein and the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, know-how, algorithms, programs, training aids, printed materials, methods, books, records, files, documentation and other information made available to you by State Street as part of the remote access services and through the use of the Site and all copyrights, patents, trade secrets and other proprietary rights of State Street related thereto are the exclusive, valuable and confidential property of State Street and its relevant licensors (the "Proprietary Information"). You agree on behalf of yourself and your Authorized Designees to keep the Proprietary Information confidential and to limit access to your employees and Authorized Designees (under a similar duty of confidentiality) who require access to the Site for the purposes intended. The foregoing shall not apply to Proprietary Information in the public domain or required by law to be made public.

Restrictions on Use. You agree to use the remote access services only in connection with the proper purposes of this Agreement. You will not, and will cause your employees and Authorized Designees not to, (i) permit any third party to use the Site or the remote access services related to the Site, (ii) sell, rent, license or otherwise use the Site or the remote access services related to the Site in the operation of a service bureau or for any purpose other than as expressly authorized under this Agreement, (iii) use the Site or the remote access services related to the Site for any fund, trust or other investment vehicle without the prior written consent of State Street, (iv) allow or cause any information transmitted from State Street's databases, including data from third party sources, available through use of the Site or the remote access services, to be published, redistributed or retransmitted for other than use for or on behalf of yourself, as State Street's customer (v) use more than one asset identifier per security. In no event may you use the data and information on the Site in lieu of obtaining appropriate licenses from the applicable Supplier and State Street may limit the use of this Site accordingly.

Modification of the Site. You agree that neither you nor your Authorized Designees will modify the Site in any way, enhance or otherwise create derivative works based upon the Site, nor will you or your Authorized Designees reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the Site.

Indemnification. You agree to make State Street and its subsidiaries and affiliates whole for any and all claims, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the Site or any violation of this Agreement unless prohibited by law.

Hyperlinks. State Street is not responsible for the content or accuracy of third-party sites hyperlinked from this Site, nor does State Street guarantee the products or services offered on third-party sites. Review the privacy statements of any Web site you visit before you provide any personal/ confidential information or conduct a transaction.

Applicable Law. Your use of this Site and this Agreement is governed by the Commonwealth of Massachusetts and applicable federal law.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected. No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. You shall not assign this Agreement, or any of your rights and obligations hereunder, without State Street's prior written consent.