

SNLBANKER SOLUTIONS LICENSE AGREEMENT

CAREFULLY READ THIS AGREEMENT BEFORE ORDERING OR USING THE “LICENSED SOFTWARE” (AS DEFINED BELOW). YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY EXECUTING AND SUBMITTING AN SNL QUOTATION FOR SERVICES FOR A SUBSCRIPTION TO THE LICENSED SOFTWARE OR, AS APPLICABLE, BY SUBMITTING PAYMENT IN RESPONSE TO A “RENEWAL NOTICE” (AS DEFINED BELOW) FOR A SUBSCRIPTION. IF AT ANY TIME YOU NO LONGER AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NO LONGER USE LICENSED SOFTWARE IN YOUR POSSESSION, AND MUST DELETE ANY LICENSED SOFTWARE THAT ARE STORED ON ANY COMPUTER IN YOUR POSSESSION.

This Agreement (“Agreement”) is made by and between S&P Global Market Intelligence LLC, a Delaware Limited Liability Company, successor-in-interest for the purposes of this Agreement to SNL Financial LC, (collectively, “SNL”) and the specific person or entity identified as the Licensee in the associated Quotation for Services or, as applicable, Renewal Notice (“Licensee”). This Agreement consists of this SNL Banker Solutions License Agreement, the Quotation for Services (“Quotation”) which includes the Statement of Work (“SOW”) attached to the Quotation, signed by Licensee and submitted to SNL (or, as appropriate, an accepted Renewal Notice as defined below), and any other agreement or notice referenced in the Quotation or Renewal Notice to which Licensee has access. This Agreement shall be effective as of the date of signature by all parties of the Quotation (“Effective Date”). In exchange for the covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Scope.

a) Authorized User. The rights granted herein are granted only to Licensee, and do not extend to Licensee’s shareholders, parents, affiliates or other related entities or persons not included in the definition of Licensee on the Quotation. Such related affiliates and persons must execute a separate subscription agreement in order to use the Licensed Software. The rights and obligations of this Agreement shall run to the named parties, their successors in interest, and authorized assigns.

b) Licensed Software. The “Licensed Software” covered by this Agreement consists of the software, interfaces and documentation as identified in the Quotation, as part of the SNL Banker Solutions. Unless the parties expressly agree to the contrary by written instrument signed by their duly authorized representatives, this Agreement does not govern the distribution or use of goods, services or titles distributed by SNL other than as described in the Quotation.

c) Reservation For Future Offerings.

(i) Notwithstanding the provisions of Subsection 1(b), SNL may, at any time and in its sole discretion, condition the distribution of new titles or types of Licensed Software on new or different subscription and license terms; provided, however, that (a) Licensee shall continue to have use of the Licensed Software to which it subscribed during the balance of the then-applicable subscription term, subject to the limitations of Subsection 1(c)(ii) below; and (b) this Agreement shall continue to govern Licensee’s rights to use any Licensed Software subscribed to under this Agreement for the balance of the then-applicable initial or renewal term.

(ii) SNL reserves the right to modify, update, augment, segment, reformat, and/or reconfigure any Licensed Software during any subscription term, but covenants that in the event of any such action it shall provide to Licensee for the balance of such subscription term comparable Licensed Software. SNL shall provide Licensee with reasonably contemporaneous notice of any material changes to the Licensed Software.

2. Procedure for Licensing the Licensed Software.

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a) Initial Subscription. The Quotation shall identify the Licensed Software to be provided, applicable subscription fees for the Initial Term, and other applicable terms and conditions. To subscribe to the Licensed Software, Licensee must submit to SNL such Quotation. Executing and submitting the Quotation constitutes agreement by Licensee to subscribe to the Licensed Software in accordance with the terms in the Quotation and the terms of this Agreement. In the event of a conflict between the Quotation and this Agreement, the Quotation will control. SNL expressly rejects any additional or different terms, including but not limited to terms added or appended to the Quotation by Licensee, unless agreed to in writing by both parties. The person executing the Quotation on behalf of Licensee represents and warrants that he/she does so with the authority to bind Licensee by executing and submitting such documents. Except as is stated to the contrary in the Quotation, payments are nonrefundable, and are due in full within thirty (30) days of the date of Licensee's invoice. The license in this Agreement is contingent on Licensee's full and timely payment of SNL's invoice for the Licensed Software.

b) Renewal. Approximately forty-five (45) days in advance of the expiration of any term, SNL may send to Licensee a statement for renewal ("Renewal Notice") for the following renewal term (one-year, unless otherwise stated in the Renewal Notice), which Renewal Notice may set forth additional terms and prices in the same manner as in the initial Quotation described in Section 2(a). Payment of the fee specified in the Renewal Notice upon the expiration of the then-applicable term constitutes acceptance of SNL's offer to renew the subscription in accordance with the terms of the Renewal Notice as tendered to Licensee and this Agreement (or, as applicable, any additional or different agreement or notice provided with or referenced in the Renewal Notice to which Licensee is given access). SNL expressly rejects any additional or different terms added or appended to the Renewal Notice by Licensee.

3. Ownership.

a) Ownership of Licensed Software. Licensee acknowledges and agrees that SNL and/or its third-party suppliers are and shall remain the sole owner(s) of the Licensed Software, any components, modifications, adaptations and copies thereof, and any and all intellectual property rights therein. Except as provided herein, Licensee shall not obtain, have or retain any right, title, or interest in or to the Licensed Software or any part thereof. Licensee acknowledges and agrees that SNL retains the right to (i) store and use registration and user data, and system configuration information used to access the Licensed Software, and, subject to Section 5, any other data, information, intellectual property or database created or obtained in relation thereto (including without limitation customer listings and traffic statistics and "clickstream" data); and (ii) monitor the performance of the server(s) on which the Licensed Software is installed via automated alerts.

b) Authority to Grant. SNL owns or has the right to distribute and license the Licensed Software pursuant to this Agreement. To the knowledge of SNL, the use by Licensee of the Licensed Software in accordance with this Agreement will not infringe any third-party patent, copyright, trade secret or other intellectual property rights.

c) Acknowledgment of Rights. Licensee acknowledges that SNL expends significant resources creating the Licensed Software, and also in designing and developing associated interface and database formats. Licensee agrees that the Licensed Software is the property of SNL and further that they constitute the valuable trade secrets and confidential information of SNL, which trade secrets and confidential information are provided to Licensee in confidence.

d) Covenant Not to Infringe. Licensee acquires only a right to use the Licensed Software as authorized herein. Licensee agrees not to contest or challenge SNL's or its third party suppliers' ownership of the Licensed Software and associated intellectual property rights, and not to take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate SNL's or its third party suppliers' ownership of or rights in, the Licensed Software.

4. Software License Grant. SNL grants to Licensee a non-exclusive and non-transferable limited license to use the Licensed Software, subject to the terms and conditions of this Agreement.

a) Grant. During the term of this Agreement, SNL hereby grants Licensee a limited, non-transferable license to use the object code version of the Licensed Software. SNL grants Licensee the right to install and use the Licensed Software, both in production or development environments, at the location(s) designated in the Quotation.

Licensee shall not resell or assign the license granted hereunder to any third party. Licensee may also make one (1) copy of the Licensed Software for archival purposes.

b) Prohibitions. Licensee will not, nor will it allow its users or contractors to, (i) copy, modify or prepare derivative works of the Licensed Software or any part thereof, except as expressly permitted in this Agreement; (ii) distribute, lease, sublicense, lend, give, transfer, assign or otherwise make all or any portion of the Licensed Software available to any third party, except as expressly permitted in this Agreement; (iii) reverse engineer, decompile or disassemble the Licensed Software or cause or allow discovery of the source code of the Licensed Software or attempt to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Any violation of these restrictions is considered a material breach of this Agreement.

c) Reservation. SNL reserves all rights in the Licensed Software not expressly granted herein.

5. Aggregate Metrics and Licensee Metrics.

a) Defined. As used herein (i) "Metrics" shall mean data points received from SNL's customer banks concerning their operations and financial condition, including but not limited to financial position, product performance, credit risk, operations, revenues, expenses and balance sheet data; (ii) "Aggregate Metrics" shall mean Metrics gathered by SNL from its customers and aggregated in a manner which does not identify or attribute components of the Metrics with any individual customer or contributor; and (iii) "Licensee Metrics" shall mean Metrics provided to SNL by Licensee.

b) Licensee Metrics. Licensee agrees that its Licensee Metrics will be received by SNL as part of its use of the Licensed Software and that the Licensee Metrics may become a part of the Aggregate Metrics. In the event that this Agreement terminates, the Licensee Metrics provided to SNL prior to termination may continue to be part of the Aggregate Metrics. SNL will make no use of the Licensee Metrics except to include them in the Aggregate Metrics and Licensee will not be identified with any specific data within the Aggregate Metrics. Except as expressly set forth herein, Licensee retains all ownership interest in the Licensee Metrics. WITH RESPECT TO THE LICENSEE METRICS, LICENSEE MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SNL AGREES THAT THE LICENSEE METRICS ARE PROVIDED AS IS.

c) Aggregate Metrics. Licensee understands and agrees that the Aggregate Metrics may be made available to Licensee and to other customers of SNL when and as they become available. SNL will have full ownership and control over the Aggregate Metrics. With respect to the compilation and distribution of Aggregate Metrics, SNL shall comply with all applicable laws, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.

d) License Grant. SNL grants to Licensee a non-exclusive and non-transferable limited license to use the Aggregate Metrics, subject to the terms and conditions of this Agreement.

(i) Authorized Uses. Licensee may:

(A) Access the Aggregate Metrics on multiple terminals or computers, and these multiple terminals or computers may access the Aggregate Metrics only for Licensee's own use. Components of the Aggregate Metrics may be applications which require that users run a client setup in order to properly access such tools. Authorized use of the Aggregate Metrics incorporates the understanding that such client setup may be utilized as necessary.

(B) Extract and distribute the Aggregate Metrics internally, either in original or modified form, (that is, only to Licensee's employees, but not to third parties) and only for Licensee's own use.

(C) Excerpt and distribute in hard copy or electronic form to third parties limited, insubstantial portions of data from the Aggregate Metrics to support the primary business of Licensee. In no event may Licensee distribute data from the Aggregate Metrics in a quantity or in a manner that serves as a substitute for purchase of Aggregate Metrics from SNL. Electronic distribution of the data from the Aggregate Metrics to third parties is also subject to the following additional restrictions:

(1) Licensee may not re-sell the Aggregate Metrics data without written permission from SNL;

(2) Licensee must give SNL at least five (5) business days prior notice of any contemplated electronic distribution to third parties under this subsection, and upon request shall provide SNL with a sample of material to be distributed in the context in which it would be used, and shall comply with any reasonable request for modification or otherwise by SNL to protect SNL's intellectual property or competitive interests;

(3) SNL shall be provided, at no charge, with a copy of any materials as actually distributed as well as access to any Web or other electronic site by which such data and databases are distributed (along with any software or other materials needed to use or access such materials in the same manner as would other users);

(4) Any electronic distribution shall include a reasonably conspicuous notice as follows: "SOURCE: S&P GLOBAL MARKET INTELLIGENCE LLC. CONTAINS COPYRIGHTED AND TRADE SECRET MATERIAL DISTRIBUTED UNDER LICENSE FROM SNL. FOR RECIPIENT'S INTERNAL USE ONLY," or similar language reasonably acceptable to SNL;

(5) Recipients of such data or databases shall be authorized to use same only for their internal use, and shall be prohibited from any further republication or distribution.

(ii) Prohibitions. Licensee shall not:

(A) Copy, reproduce, modify, distribute, publicly display, use or disclose the Aggregate Metrics in any manner not expressly authorized herein.

(B) Load the Aggregate Metrics as any networked configuration that permits or enables access to the Aggregate Metrics by third parties, whether via the Internet, a network or otherwise.

(C) Allow any third parties to access or view the Aggregate Metrics, except for authorized excerpting and distribution of limited portions as set forth above.

(D) Distribute any interfaces or software programs comprising the Aggregate Metrics.

(E) Use the Aggregate Metrics, directly or indirectly, in competition with SNL.

(F) Infringe or misappropriate the Aggregate Metrics, or take any action inconsistent with SNL's ownership of and rights in the Aggregate Metrics. Licensee specifically agrees not to use or rely upon the Aggregate Metrics in any way to develop products that compete with the products or services of SNL, not to imitate the proprietary design, layout or "look and feel" of the Aggregate Metrics, and not to misappropriate SNL's proprietary rights in the data compilations provided with the Aggregate Metrics.

Nothing in this section shall be interpreted or applied (i) to prevent Licensee from using Licensee Metrics for any and all purposes or (ii) to divest Licensee of its ownership and control over Licensee Metrics, except for Licensee's agreement that the Licensed Metrics will be included in and distributed as a part of Aggregate Metrics.

6. Confidentiality. During the course of performing under this Agreement, one party (the "Receiving Party") may have access to customer lists, customer data, computer software (including the Licensed Software), business methods, pricing, products, services, or other technical or business information which is not generally known and which is proprietary to the other party (the "Disclosing Party"), its customers or to other parties affiliated with the Disclosing Party (collectively, "Confidential Information"). Except as provided in Section 5, the Receiving Party agrees, during the term and after expiration/termination of this Agreement, not to disclose to or permit access by any third party, any Confidential Information, except to the extent disclosure is expressly permitted in writing by the Disclosing Party. The

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foregoing obligations shall not extend to any information which the Receiving Party can establish (i) was, at the time of disclosure, generally available to the public through no fault of the Receiving Party, (ii) was in the Receiving Party's rightful possession on the Effective Date under no obligation of confidentiality and was not obtained from the Disclosing Party, (iii) was lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement and such third party does not require the Receiving Party to keep confidential the information, (iv) was independently developed by the Receiving Party without the use or benefit of the Disclosing Party's Confidential Information, or (v) was required to be disclosed by a court order or other governmental authority and provided that, to the extent not prohibited by law, prompt written notice is given to the Disclosing Party. The obligations set forth in this Section shall survive the termination of this Agreement.

7. Limited Warranty, Disclaimer and Limitations.

a) No Prohibition on Performance. Each party represents and warrants to the other that in performing its obligations under this Agreement it shall comply with all applicable federal, state and local laws and regulations, and that it is free of any contractual obligations that would prevent it from entering into this Agreement.

b) Intellectual Property Ownership. SNL warrants that it is the owner or licensee of all intellectual property rights in and to the Licensed Software and the Aggregate Metrics.

c) No Contractual Limitations. SNL has the right to license the Licensed Software and perform its obligations under this Agreement, and the use by the Licensee of the Licensed Software and the Aggregate Metrics in accordance with the terms herein, will not violate the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law, provided, however that SNL shall not be liable for breach of representation and warranty if a violation or interference occurs by reason of content supplied by Licensee, content owners, end users or other third parties.

d) Limited Warranty on Defects. In the event that the Licensed Software is proven to be defective, SNL's entire liability and Licensee's sole and exclusive remedy shall be replacement of the media or such part of the media not meeting SNL's limited warranty, provided that Licensee returns the media or such part of the media to SNL. If failure of the media or any part of the media has resulted from accident, abuse, or misapplication of the Licensed Software, then SNL shall have no obligation to replace the media or any such part of the media under this limited warranty.

e) Limited Warranty on Performance. For a period of ninety (90) days from the Commencement Date, SNL warrants that the Licensed Software will substantially conform to the documentation provided to Licensee with the Licensed Software. Without cost to Licensee, SNL shall correct any failure of the Licensed Software to conform to the foregoing warranty if the failure is reported in writing in accordance with the Notices Section during the warranty period. If SNL is unable to modify the Licensed Software so that it substantially conforms to the documentation, Licensee's sole and exclusive remedy is to receive a full refund of all amounts paid hereunder upon return of the Licensed Software.

f) Matters for which Warranty Not Provided. SNL shall have no obligation or other liability with regard to any error or non-compliance with the warranties set forth above or the performance of the Licensed Software, that is caused, in whole or in part by; (i) modifications or alterations to the Licensed Software or Aggregate Metrics made by the Licensee; (ii) use of the Licensed Software or Aggregate Metrics by the Licensee other than as set forth herein; (iii) products or services not provided by SNL; (iv) the negligence or willful misconduct of Licensee; (v) the Licensee's computer and IT systems, and/or implementation and installation of the Licensed Software other than in accordance with instructions furnished by SNL; or (vi) electrical malfunction. SNL shall have no liability to the Licensee hereunder, or otherwise, by reason of content supplied by the Licensee, content owners, end users or other third parties.

g) LIMITATION OF WARRANTY. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES ON THE PART OF SNL WITH RESPECT TO THE LICENSED SOFTWARE AND THE AGGREGATE METRICS. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, SNL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED SOFTWARE OR THE AGGREGATE METRICS.

h) LIMITATION OF LIABILITY. IN NO EVENT SHALL SNL OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION) WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED SOFTWARE.

i) LIMITATION OF REMEDY. EXCEPT FOR SNL'S OBLIGATION TO INDEMNIFY IN SECTION 9, IN NO EVENT SHALL SNL'S OR ITS THIRD PARTY PROVIDERS' MONETARY LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED SOFTWARE EXCEED THE CURRENT ANNUAL AMOUNT PAYABLE TO SNL BY LICENSEE IN CONNECTION WITH THE PURCHASE OF THE SPECIFIC GOODS OR SERVICES ALLEGED TO GIVE RISE TO LICENSEE'S CLAIM.

8. Licensee's Responsibilities and Obligations. In addition to its obligations set forth elsewhere in this Agreement, Licensee agrees to the following responsibilities and obligations:

a) Passwords. Licensee agrees to assume sole responsibility for the security of any passwords issued by SNL to Licensee for accessing the Licensed Software and the Aggregate Metrics ("Passwords"). Passwords are subject to cancellation or suspension by SNL due to inactivity or at any time that SNL has a reasonable belief that such Passwords are being misused or if Licensee has breached this Agreement. The reissuance or reactivation of any Passwords shall be in SNL's sole discretion. If Licensee believes that someone other than the appropriate user is using any Password, or that a user is misusing any Password, the Aggregate Metrics or the Licensed Software, Licensee must notify SNL immediately.

b) Licensee Obligations. Licensee is solely responsible for: (i) determining whether the Licensed Software and its use will achieve the results Licensee desires; (ii) procuring, installing, and maintaining any and all equipment, hardware, software, data transmission, and other connectivity services (including any wiring, fees and other charges, and network services); (iii) selecting users qualified to access and use the Licensed Software; and (iv) adopting reasonable measures to limit risks and exposure with respect to potential claims, losses or damages arising from use, non-use, interruption, delay, errors, or omissions of or in the Licensed Software.

c) No Public Reference. Notwithstanding any other provision in this Agreement, Licensee shall not make any written or verbal reference, statement or representation relating to SNL, any of the Licensed Software, or SNL's business, to any person or generally to the public, in any way that could be interpreted (whether directly or indirectly, expressly or implied) to mean or imply that SNL in any way endorses, supports, recommends, provides an opinion on, or is associated with Licensee. SNL may include Licensee's name in its listing of customers with which SNL conducts business.

d) Employment Solicitation. In the event Licensee hires or contracts an employee of SNL or any of its subsidiaries during the term of this Agreement, Licensee agrees to pay, within thirty (30) days' notice from SNL, a fee equal to 30% of the compensation earned by such employee during the last twelve (12) months the employee was employed by SNL. Notwithstanding the foregoing, Licensee shall not be required to pay the aforesaid fee if it hires an SNL employee as a result of such SNL employee's response to a general solicitation of employment made by Licensee through periodicals of general circulation and/or electronic media of general circulation (including advertisements posted on the Internet).

9. Indemnity.

a) SNL shall indemnify Licensee and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third party claim that Licensee's use of the Licensed Software or the Aggregate Metrics in accordance with this Agreement infringes upon or otherwise violates such third-party's patent, copyright, trade secret or other intellectual property rights.

b) Licensee shall indemnify SNL and SNL's third party suppliers and licensors and hold them harmless against all claims, causes of actions, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim relating to (i) Licensee's use of the Licensed Software or the Aggregate Metrics,

except to the extent such claim is a result of SNL's breach of this Agreement or conduct or events for which SNL has the obligation to indemnify under Section 9(a), or (ii) Licensee's violation of laws, rules or regulations applicable to Licensee, including but not limited to federal and state security and privacy laws, rules and regulations.

c) The obligations of indemnity herein are contingent on a party giving prompt notice of any claim for which it seeks indemnity. An indemnified party shall provide the indemnifying party with reasonable nonmonetary assistance in the defense of the claims on which indemnity is sought. The indemnifying party shall have the right to assume the defense of the claim, and the indemnifying party may select counsel of its choice, subject to the approval of the indemnified party, which consent shall not be unreasonably withheld or delayed. A party shall not be obligated to indemnify the other in the event the claim for which indemnity is sought arises from the other's gross negligence, willful misconduct, or breach of this Agreement.

10. Term and Termination.

a) Unless earlier terminated or as otherwise stated in the Quotation, this Agreement is effective as of the Effective Date. The Initial Term shall run for three (3) years commencing on the Commencement Date indicated in the Quotation and, upon Licensee's agreement to renew as provided for in Section 2, for one or more renewal terms.

b) Either party may terminate this Agreement upon a material or continuing breach by the other by giving thirty (30) days prior written notice of termination, and termination shall be effective at the end of such thirty (30) day period unless the breach is then cured to the reasonable satisfaction of the terminating party. A termination pursuant to this Section shall not preclude the recovery of damages permitted by this Agreement by the party not in breach. During any period of time after a party has breached this Agreement, the other party may suspend performance until the breach has been cured.

c) Either party may terminate this Agreement immediately in the event of Default by the other. Default includes but is not limited to the following: (i) the Licensee's unauthorized assignment or attempted assignment of this Agreement or the rights or obligations hereunder without SNL's prior consent as required herein; (ii) the other party's assignment or attempted assignment of this Agreement or the Licensed Software for the benefit of creditors; (iii) if the other party becomes the subject of a proceeding under the bankruptcy laws of the United States; (iv) if Licensee infringes, misappropriates or violates SNL's intellectual property rights; (v) the Licensee becomes insolvent or generally fails to pay, or admits its inability to pay, all or a substantial part of its debts as they become due, or applies for or is granted a moratorium; or (vi) a receiver, manager, administrator, liquidator, or other similar officer or practitioner is appointed over the whole or any substantial part of the Licensee's business or assets, or any steps are undertaken to that effect in other similar proceedings. A termination pursuant to this Section shall not preclude the recovery of damages permitted by this Agreement by the party not in Default.

d) Termination or expiration of this Agreement shall cause termination or expiration of all licenses granted herein, except that Licensee Metrics that have been provided before termination shall continue to be used in Aggregate Metrics. However, termination or expiration of this Agreement shall not relieve Licensee of its obligation to pay all amounts due pursuant to invoices issued under this Agreement.

e) Upon termination of this Agreement, the license granted to Licensee hereunder will cease immediately, and all access to the Licensed Software and Aggregate Metrics will cease immediately. Licensee will uninstall any and all Licensed Software, upgrade(s) and update(s) from any servers used by Licensee and all Licensed Software media, if any, shall be immediately returned to SNL. Further, any fees due SNL pursuant to this Agreement shall be deemed to have accrued and shall immediately be payable in full to SNL notwithstanding any other provision hereof. Licensee's obligation to pay all accrued charges shall survive the expiration or termination of this Agreement.

11. General Terms.

a) Entire Agreement. This Agreement (including the relevant Quotation or, as applicable, Renewal Notice which is incorporated by reference) is the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior agreements, understandings and representations made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed or electronically agreed to by authorized representatives of each party.

b) Waiver. The failure to enforce or delay in enforcing any term of this Agreement shall not constitute a waiver of that or any other term, nor shall it give rise to any defense of acquiescence, waiver, or any other legal or equitable defense. No inference of waiver may be drawn from any failure, refusal, neglect, delay, waiver forbearance or mission of any party to exercise any right under this Agreement or to insist upon full compliance by the other party with its duties, obligations, or restrictions hereunder.

c) Non-Assignment. Licensee may not assign or transfer this Agreement or its rights or obligations to another party without the express prior written consent of SNL.

d) Force Majeure. SNL shall have no liability whatsoever for interruptions of service or other breach of this Agreement due to fire, explosion, lightning, power surge or failure, water or floods, acts of God, war, civil disturbance, acts or omissions of communications carriers, governmental acts, natural disasters, strikes or industrial disputes, political disturbances, epidemics and all other circumstances which, against its will, prevent or hinder SNL from performing its obligations.

e) Dispute Resolution.

(i) This Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules, and the parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement.

(ii) The parties to this Agreement consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in the City of Charlottesville in connection with any and all actions arising out of this Agreement.

(iii) In the event of any dispute adjudicated between the parties, whether in litigation or permitted appeal, the prevailing party shall be entitled to recover from the party not prevailing its reasonable attorneys' fees and costs incurred in such proceeding.

(iv) The parties agree that neither may bring a claim nor assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within one year.

f) Severability. Should any term of this Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, void or otherwise contrary to law or equity, the parties agree that such provision shall be automatically severed and the remainder of this Agreement that can be given effect shall continue to be given effect.

g) Provisions Surviving Termination. The provisions of Sections 3, 6, 7, 9, 10(e), and 11 shall survive the termination or expiration of this Agreement. Any other obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

h) Headings. The headings of this Agreement are intended for the convenience of the reader and shall not alter the substance of any provision.

i) Third Party Beneficiaries. Licensee and SNL acknowledge and agree that SNL's third party suppliers and licensors are third-party beneficiaries of this Agreement and have the right to enforce this Agreement.

j) Foreign Countries. Licensee agrees not to use or export any of the Licensed Software within or to any foreign country to which the United States has embargoed goods and services.

k) Notices. Notices required or permitted to be given hereunder shall be sent (i) by nationally recognized delivery service or (ii) by first class mail, to the party's address first written above. Notices sent by delivery service shall be deemed given when received or when receipt is refused. Notices given by first class mail shall be deemed given three days after deposited in the mail postage prepaid.

I) Equal Employment Opportunity. The clauses set forth in 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) shall be deemed to have been incorporated into this Agreement as though fully set forth herein. SNL shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.