

Purchase Order Terms

Offer and Acceptance. Any Purchase Order is only an offer to enter into a contract. MFS Investment Management and its affiliates ("MFS" or "we") may revoke, amend or modify any Purchase Order at any time prior to our acceptance of delivery. Any of the following acts constitutes Seller's acceptance of these terms and conditions together with the accompanying Purchase Order, if any, (together, the or this "Agreement"): (a) Seller's execution and return of the acknowledgment copy of this Agreement or Seller's own acknowledgment form, (b) Seller's commencement of performance under this Agreement, (c) receipt by MFS of any of the products ordered hereunder or Seller's commencement of providing services, (d) Seller's acceptance of any payment by us hereunder, or (e) Seller's response to any Request For Proposal from us ("RFP"). Notwithstanding the foregoing, Seller's response to an RFP indicates Seller's acceptance to these terms and conditions in the event MFS selects Seller and enters into a formal arrangement with Seller. Nothing herein shall obligate MFS to enter into any agreement with Seller based on Seller's response to an RFP.

Acceptance of any Purchase Order or any other written MFS offer (collectively "MFS Offer") is expressly limited to and conditioned upon acceptance of the terms set forth below, notwithstanding any contrary provisions in Seller's invoices, acknowledgment forms or other documents. MFS hereby objects to any terms proposed by Seller in Seller's acceptance or acknowledgment of an MFS Offer which add to, vary from, or conflict with the terms of this Agreement. Any such proposed terms shall not operate as a rejection of this offer but are deemed a material alteration, and the MFS Offer shall be deemed accepted by the Seller without said additional or different terms. Any terms in Seller's invoices, acknowledgment forms, other documents claiming that products are supplied "as is," disclaiming implied warranties of fitness or merchantability, and/or providing express warranties that displace or limit the warranties stated herein, are objected to and shall be of no force or effect. The terms and conditions of this offer cannot be altered or amended without our express written agreement prior to your commencing performance under this Agreement. Acceptance of an MFS Offer shall be binding upon Seller and Seller's successors, assigns and delegates.

Prices. All prices and fees shall be as stated in this Agreement and are firm and not subject to escalation. If no price or fee is stated for any product or service, the price or fee for that product or service shall be the lowest price currently quoted or charged by Seller for that product or service, but in no event higher than the price most recently quoted or charged to us by Seller for that product or service. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating, express handling, shipping or travel unless indicated on the Purchase Order. Upon MFS' request, Seller shall furnish to MFS any analysis or breakdown of the price as MFS may reasonably request.

Payment; Waiver of Liens. Unless we have otherwise agreed in writing, payment terms shall be net thirty (30) days from the later of (i) the date we receive Seller's invoice; (ii) the date of delivery or performance or (iii) MFS' acceptance of the Product or Service. In no event can Seller ever charge late fees. Unless otherwise agreed upon in writing, MFS must receive invoice within 30 days of the acceptance of the goods and services. **MFS SHALL HAVE NO LIABILITY TO PAY ANY INVOICE RECEIVED MORE THAN 120 DAYS AFTER MFS' ACCEPTANCE OF SUCH GOODS AND SERVICES.** As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for payment by any laborer, subcontractor or supplier of Seller. Any amount owed to Seller by us or any of our affiliates shall be subject to deduction for any set-off, counterclaim or indemnification right arising out of this or any other Agreement to Seller from us or any of our affiliates.

Taxes. Unless otherwise provided in this Agreement, the price and fees include, and Seller shall pay, all excise, sales, use, transfer or other taxes, federal, state and local, in connection with the sale or delivery of the products to us or the providing of services for us.

Quantities. Unless we have otherwise agreed in writing, Seller must deliver the exact quantities specified. We reserve the right to reject incomplete deliveries and to return at Seller's risk and expense excess quantities delivered.

Packaging and Shipment. All products shall be packaged, marked and otherwise prepared for shipment by Seller in suitable containers in accordance with sound commercial practices. Seller shall mark on containers all necessary handling, loading and shipping instructions. An itemized packing list referencing MFS' Purchase Order shall be included with each shipment. Seller shall pay all costs of packaging, transportation and insurance in delivering the products to our premises in Boston or Quincy, Massachusetts or Phoenix, Arizona in the United States or other MFS office world-wide as set forth on the Purchase Order.

Delivery. Our production and marketing schedules are established in part in reliance upon the delivery information specified in this Agreement. Time and place of delivery are therefore of the essence in the performance of this Agreement. Any provision for delivery in installments shall not be construed as making the obligations of Seller severable. If delivery cannot be made at the specified time and place, Seller shall promptly notify us of the earliest possible date for conforming delivery. Notwithstanding such notice, and unless otherwise agreed by us in writing, Seller's failure to effect timely delivery shall entitle us to cancel this Agreement without liability to Seller, to receive a full refund of any amounts paid, to obtain substitute products or services elsewhere, to return at Seller's risk and expense all or any part of a nonconforming delivery and to hold Seller accountable for any loss or additional costs incurred. Our receipt or acceptance of all or part of nonconforming products or services shall not constitute a waiver of any claim, right or remedy we have under this Agreement or under applicable law.

Title and Risk of Loss. Title to and risk of loss for products (other than software products) purchased, which conform to this Agreement, shall pass to us upon our receipt and acceptance at our premises. Title to and risk of loss for nonconforming products shall remain with Seller unless otherwise accepted by MFS.

Inspection and Rejection. All products shall be received subject to our inspection, testing, approval and acceptance at our premises notwithstanding any inspection or testing at Seller's premises or any prior payment for such products. Products rejected by us as not conforming to this Agreement may be returned to Seller at Seller's risk and expense (and if pre-paid Seller shall reimburse MFS for all such cost) and shall not be replaced by Seller without our written authorization.

Warranties. (a) In addition to any other express or implied warranties, Seller represents, warrants and covenants that: (i) all products delivered hereunder will be merchantable, new, suitable for the uses intended, of the grade and quality specified, free from all defects in design, material and workmanship, will conform to all samples, drawings, descriptions and specifications furnished, and will be free of liens and encumbrances; (ii) software products provided hereunder will perform substantially in accordance with applicable product specifications and documentation in effect at the time of delivery; (iii) all services performed hereunder will be performed with care, skill, and diligence, in accordance with the highest applicable professional standards recognized by Seller's profession; (iv) it is responsible for the professional quality, technical accuracy, completeness and coordination of all reports, designs, drawings, plans, information, specifications, and other services furnished under this Agreement; (v) it shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services; (vi) all work shall be performed to MFS' reasonable satisfaction in accordance with this Agreement and any other specifications provided by MFS; (vii) it has the right to disclose all information transmitted to MFS under this Agreement and that it has all rights and title necessary to provide the services and deliverables to MFS; (viii) all work and services hereunder will be performed by fully trained, experienced and qualified personnel; (ix) it has not and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Agreement; and (x) its performance under this Agreement shall not violate any other agreement of which it is a party.

(b) These warranties shall survive any delivery, inspection, payment or acceptance of the products. These warranties shall be construed as conditions as well as warranties and shall not be deemed to exclude Seller's standard warranties or other rights or warranties which we may have or obtain. If Seller fails to meet applicable professional standards or the services are not performed in accordance with this Agreement, in addition to any other remedies MFS may seek, including without limitation those remedies set forth herein, Seller shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, software and other items or services. At its expense and option, Seller shall replace or repair any products not conforming to the foregoing warranties, and shall correct all software products not performing substantially in accordance with applicable product specifications and documentation.

Confidentiality. (a) In connection with this Agreement, MFS may disclose to Seller, or Seller may have access to, MFS' "Confidential Information" (as hereinafter defined). As used herein, the term "Confidential Information" shall mean any and all confidential information, whether or not developed by Seller, MFS or a third party, including, without limitation: (i) any and all software programs, derivative works, products and other results of the services performed by Seller under this Agreement (together, the "Work Product"); (ii) any and all technical information of MFS, including, without limitation, product data and specifications, know-how, formulae, source code, and other software information, processes, systems, networks, inventions, research projects, and product development; (iii) any and all business or operational information of or relating to MFS, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, clients, personnel, shareholders, and information concerning funds and clients advised by MFS, "know-how" and information, data and material used or licensed by MFS, including, but not limited to computer software, programming, research, financial information and analyses, and the like and documentation relating thereto; (iv) any information concerning MFS which a reasonable person would deem to be confidential; (v) any and all employee, supplier, customer or client information of MFS; (vi) confidential information disclosed to MFS by third parties and (vii) Portfolio Holdings and Personal Information both as hereinafter defined. Seller acknowledges and agrees that the Confidential Information owned by MFS constitutes valuable trade secrets and/or proprietary information of MFS.

(b) Seller shall not disclose any Confidential Information to any third party, nor shall Seller use any Confidential Information for any purpose other than the performance of Seller's services for MFS pursuant to this Agreement. Without limiting the foregoing, Seller shall maintain adequate safeguards to ensure the safekeeping of the Confidential Information. Without limiting the preceding paragraph, all materials furnished to Seller by MFS shall be considered Confidential Information, shall remain the property of MFS and shall be returned to MFS promptly upon the termination of this Agreement or at MFS' earlier request. Seller shall not copy, reproduce or appropriate for its benefit or the benefit of any third party, any of the Confidential Information without the prior written consent of MFS.

(c) In the event MFS discloses or Seller has access to non-public portfolio holdings held in funds and/or accounts managed by MFS and related information ("Portfolio Holdings"). Seller agrees (1) to hold the Portfolio Holdings in strictest confidence, (2) to use the Portfolio Holdings only in connection with the legitimate business purpose of providing goods or services to MFS, and (3) not to trade securities or make investment recommendations based on the Portfolio Holdings. Under no circumstances, may Seller cause any Portfolio Holdings to be disclosed to any third party or reused or redistributed prior to its being made public, without MFS' prior written consent. Seller also agrees (1) to maintain policies and procedures designed to ensure that the Portfolio Holdings are kept confidential; (2) to provide reasonable information to MFS, upon MFS' written request related to such policies and procedures; and (3) to promptly notify MFS if any of the Portfolio Holdings provided to Seller have been misused in violation of this letter agreement.

(d) Seller will promptly notify MFS if it receives a request or demand for Confidential Information, and, except as required by law, shall not disclose such Confidential Information without the prior written consent of MFS. If Seller believes that it is legally required to disclose or produce any Confidential Information, Seller will not disclose such information until MFS has had an opportunity to seek a protective order or other appropriate remedy relating to the content sought. In the event that Seller is required by law to disclose any such Confidential Information, Seller will furnish only that portion of the Confidential Information that is legally required and will exercise its reasonable best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information sought. In addition, in the event Seller discovers there has been a breach of any provision of this section regarding

confidentiality, Seller shall immediately notify MFS of such breach, specifying the disclosures that have been made, and cooperate with MFS in all respects to contain the disclosure and any further breaches.

(e) Seller's obligations under this section will continue for each item of Confidential Information until such time as Seller can show that such item of Confidential Information (i) is or becomes publicly available other than as a result of any act or failure to act by Seller; (ii) was known to Seller, without an obligation to keep it confidential, prior to Seller's receipt of such item of Confidential Information from MFS as can be demonstrated by contemporaneous written evidence; or (iii) has legally and properly been received by Seller from a person other than MFS, through no breach of any agreement with Seller or MFS and without an obligation to keep it confidential.

(f) Seller acknowledges that MFS or any other owner of any Confidential Information would suffer irreparable harm if Seller were to violate any of the obligations set forth herein regarding Confidential Information and therefore agrees that, in addition to any other remedies such party may have, it shall be entitled (without the requirement of posting any bond) to obtain from a court of competent jurisdiction an injunction restraining the violation of any such undertaking (or any participation therein).

Privacy

a. **Compliance With Privacy Laws and Regulations.** Vendor agrees to take all steps necessary to comply with the requirements of all applicable state and federal laws and regulations regarding the security, protection and confidentiality of personal information (collectively, the "Privacy Laws"), including, but not limited to, the Gramm-Leach-Bliley act, and regulations promulgated thereunder, including Regulation S-P, and Massachusetts General Law, c. 93H, and regulations promulgated thereunder, including 201 CMR 17.00 *et. seq.* Vendor agrees to immediately notify MFS in writing of any failure to comply with applicable Privacy Laws.

To the extent that MFS or MFS affiliates (collectively "MFS Affiliates") provide Vendor with or Vendor has access to (either orally, in hard copy, electronic format or otherwise) any personal information (as defined in the Privacy Laws) ("PI"), Vendor agrees not to disclose or use any such PI for any purpose except to the extent necessary to carry out the purposes for which MFS Affiliates disclosed the PI or as permitted by law in the ordinary course of business to carry out those purposes. Vendor shall limit disclosure of the PI to only those employees who have a genuine, legitimate business need in connection with the Agreement to know the information. Subject to any federal or state requirements concerning records retention or as otherwise directed by MFS, Vendor shall either return or destroy all PI once Vendor no longer requires the PI to provide the products and/or services hereunder.

b. **Establishment of a Comprehensive Written Information Security Program.** Vendor agrees that it has established and will maintain and comply with written policies and procedures in compliance with Privacy Laws concerning the protection and safeguarding of PI. Without limiting any requirements under Privacy Laws, such policies and procedures shall address: (i) administrative, technical, and physical safeguards for the protection of MFS records and data that contain PI; (ii) detection of any unauthorized access to or use of PI for unauthorized purposes; and (iii) (subject to any records retention requirements or as otherwise directed by MFS) the proper destruction of such materials so that the information contained therein cannot be practicably read or reconstructed.

In order to comply with applicable Privacy Laws, Vendor agrees to: (i) provide certifications of compliance with Privacy Laws, including without limitation, certification that Vendor maintains, monitors and complies with a written information security program compliant with applicable Privacy Laws; (ii) allow MFS Affiliates the right to audit Vendor's compliance; and (iii) cooperate with MFS' reasonable requests for information concerning Vendor's policies and procedures.

c. **Notification of any Security Incident.** Vendor agrees that it will immediately notify MFS in writing (in no event longer than 24 hours) of any actual or attempted unauthorized access to, use of any data or any facilities associated therewith, or any other incident which may compromise the security, integrity or confidentiality of the PI, including the extent of such intrusion, how the Vendor was affected, and its response to such incident. Vendor further agrees to notify MFS of any disclosure, intended, accidental or otherwise, wherein MFS data is, or could potentially be, acquired by an unauthorized person or used in an unauthorized manner. Vendor shall likewise notify MFS of any incident that creates a risk of identity theft or fraud against an individual whose PI MFS provided to Vendor. Vendor shall fully cooperate with MFS' investigation and response to each actual and attempted threat to the security, confidentiality or integrity of PI.

d. **Restriction on Transferability of Data Furnished by MFS to Vendor.** Vendor understands and agrees that this Amendment governs Vendor's right to subcontract, transfer, forward, or in by any means share PI received from MFS. Vendor agrees to (i) ensure any person to whom Vendor discloses PI is compliant with Privacy Laws, (ii) conduct a reasonable investigation of any person to whom Vendor discloses PI to verify that such person with access to PI has the capacity to protect such PI, (iii) contractually require any person to whom Vendor discloses PI to comply with Privacy Laws, (iv) obtain written certification from any person to whom Vendor discloses PI that such person has a written, comprehensive information security program that is compliant with Privacy Laws, and (v) contractually require and ensure any person to whom Vendor discloses PI provide notification to Vendor of any failure to comply with Privacy Laws or any incident that may threaten the confidentiality, security or integrity of PI.

Any and all data provided to Vendor is, and shall remain at all times, the exclusive property of MFS. Vendor shall promptly retrieve, deliver, and (subject to any records retention requirements and/or as otherwise directed by MFS) destroy all data and copies thereof in its possession upon the earliest of the requirements of this Amendment, MFS' request, or the termination of the Agreement. Vendor shall further verify destruction of all forms of such data, paper, electronic, or otherwise. Under no circumstances shall Vendor withhold any data. Notwithstanding any other provision in this Amendment or the Agreement, Vendor shall not possess or assert any lien against or to MFS data.

Intellectual Property; Non-infringement

(a) Seller acknowledges and agrees that all specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, written, oral or otherwise, furnished by us or on our behalf, is and shall remain our sole and exclusive property, and shall be returned promptly to us or our designee (together with all copies) upon the earlier of our request or the termination or completion of this Agreement. Seller acknowledges and agrees that all such items and related intellectual and industrial property shall be treated as confidential, and shall not be used or disclosed by Seller except as required in the course of performing this or any other

agreements for us. Unless we have otherwise agreed in writing, information and material furnished or disclosed by Seller to us shall not be considered to be confidential or proprietary, and shall be acquired by us free of restrictions of any kind.

(b) Seller acknowledges and agrees that any copyrightable product made, designed or developed for us in connection with the performance of this Agreement shall be owned by us. Seller hereby assigns to us any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations, improvements, products, developments and other materials, and the related patents, copyrights, trademarks, trade names and other industrial and intellectual property rights and applications therefor, made or conceived by Seller or its agents or employees in connection with the performance of this Agreement. Seller hereby appoints any of our officers as its duly authorized attorney, and Seller agrees to cooperate to the extent we may reasonably request, for the purposes of executing, filing, prosecuting, protecting and enforcing the foregoing.

(c) Seller represents, warrants and covenants that the products delivered hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any other proprietary, intellectual property, industrial property, contract or other right held by any third party.

Network Access. To the extent that Seller has access to MFS' computers or network (the "System"), Seller agrees that it shall use all reasonable efforts to (a) protect the System from unauthorized access by third parties; (b) implement up to date virus protection to ensure that all data provided or used by it is virus-free; and (c) use all due diligence and care to protect the System using standard industry best practices for data security. Seller agrees to immediately report to MFS any event, condition, or activity indicating a possible or actual breach or compromise of the security of Seller's network which could affect the security of the System.

Changes. We may, at any time and from time to time, by written notice to Seller, make changes in specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If any such change causes a material increase or decrease in Seller's cost or the time for performance, subject to our written consent an equitable adjustment may be made to the price or delivery schedule, or both. Any claim by Seller for adjustment under this Section shall be deemed waived unless made in writing within 10 days after receipt of written notice of the change. No change, modification or revision of this Agreement shall be binding upon us unless in writing and signed by our duly authorized representative. Nothing contained in this Section shall excuse Seller from diligently proceeding with the order as changed.

Software/Web Applications. With respect to this Section the term Software shall include web applications.

(a) With respect to Software products that were not developed specifically for us, if any, provided by Seller, we and Seller intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sold" or similar or derivative words are understood and agreed to mean "license". Seller shall retain ownership of and title to all Software products provided hereunder, notwithstanding anything to the contrary stated herein.

(b) With respect to Software products that are developed by Seller specifically for us, if any, we and Seller intend and agree that such Software products will be owned by us and Seller agrees to assign to us all rights, title and interest in such software products, including all intellectual property rights therein.

(c) Seller hereby grants us a royalty-free, non-exclusive, worldwide, perpetual license to use, copy, operate and process Software products provided hereunder for our internal business purposes and to use, copy, operate, process and sublicense the related documentation for our internal business purposes. MFS has the right to transfer the license to any partly or wholly owned subsidiary or legal affiliate at no cost. This license terminates when our lawful possession of the hardware products provided hereunder ceases.

(d) The Seller shall use its reasonable best efforts to ensure that the Software will be or has been developed using secure coding practices in a manner that minimizes security flaws within the Software. Prior to the execution of the Agreement the Seller provided to the MFS a copy of the Seller's secure coding best practices policy (the "Policy") and upon delivery of the Software to the MFS, the Seller shall certify to the MFS in writing that the Seller complied with the Policy in the performance of its obligations under the Agreement.

(e) Notwithstanding any other provision of the Agreement, the MFS, in its discretion, shall have the right to subject the Software to a security audit any time within 60 days after delivery to the MFS of the Software or any time after delivering written notice to the Seller that the Software is or may be non-secure due to the Seller's failure to take proper precautions to mitigate a vulnerable condition ("Non-Secure"). If the Software in source code form is not delivered to the MFS with the Software, then the complete results of a security audit conducted by the MFS or its agent shall be delivered to the MFS with the Software. The security audit may include, but not be limited to, the use of third party commercially available software security testing tools.

(f) If after a security audit the Software is determined to be Non-Secure, then upon written notice of such Non-Secure status, the Seller, at its cost and expense, shall use its commercially reasonable best efforts to remedy the security flaws by modifying or replacing the Software within 30 days of receipt of such written notice (the "Remedy Period"). Upon receipt of revised Software and notice from the Seller that the security flaws have been remedied prior to the end of the Remedy Period, the MFS or its agent shall again subject the Software to a security audit at the Seller's expense. Notwithstanding any other provision of the Agreement, if the Software is determined to be Non-Secure as set forth above and remains Non-Secure at the end of the Remedy Period, the MFS shall be deemed to have not accepted the Software under the terms of the Agreement unless the MFS in its sole discretion otherwise expressly agrees in writing to accept the Software notwithstanding that it is deemed to be Non-Secure in accordance with this Addendum.

(g) If MFS has obtained Software Support, Vendor shall regularly provide MFS with updates, error corrections and/or upgrades necessary to keep the Software up to date and current with industry trends. All such software shall be fully backward compatible with the Software.

(h) Seller must provide reasonable advance notice (in no event less than three business days) in the event of any changes to Seller's operations, including without limitation, software, hardware and networks (collectively "System") utilized by Seller which may affect the function or performance of MFS' System or the services provided Seller ("Services"). Seller shall make no Seller System

change that may (i) adversely affect the function or performance of the Services or MFS' System; (ii) require MFS to install a new version, release or upgrade of any software or hardware; or (iii) require MFS to pay any additional charges.

SAS 70 Report. Upon MFS' request, Seller will provide MFS with, a then-current copy of a SAS 70 audit report (each a "SAS 70 Report") relating to Seller's compliance with American Institute of Certified Public Accountants' Statement on Auditing Standards No. 70, Service Organizations ("SAS 70"). If a SAS 70 Report is not supplied by Seller in accordance with the foregoing, MFS may (at Seller's sole expense), no more than once annually, request Seller to conduct, or if Seller does not agree to conduct then MFS may appoint independent auditors to conduct, an audit relating to Seller's compliance with SAS 70 with respect to Services or Software provided by Seller to MFS under this Agreement. Seller shall promptly remedy any non-compliance issues identified in any SAS 70 Report. Failure to so remedy the non-compliance issues shall be deemed an incurable material breach and MFS shall have all rights and remedies including without limitation, termination rights, in the event of such breach.

Audit. Upon reasonable prior written notice from MFS, and at reasonable times (unless required or requested by any regulatory or legal authority having jurisdiction over MFS or its parent ("Regulatory Authority"), Vendor will provide MFS and any of MFS' auditors and regulators with reasonable access to the Vendor service location(s), Vendor personnel, and Vendor books and records as MFS may reasonably request for the purpose of reviewing Vendor compliance with the provisions of this Agreement; (or as required by any Regulatory Authority) If any review by MFS or an auditor designated by MFS or a Regulatory Authority results in MFS' being aware that Vendor is not in compliance with this Agreement, Vendor will promptly take actions, at Vendor's expense, to comply with this Agreement and applicable law, rules and regulations. The foregoing audit rights shall include, without limitation, audits: (i) of practices and procedures; (ii) books and records; (iii) of systems; (iv) of general controls and security practices and procedures; (v) of disaster recovery and backup procedures; and (vi) necessary to enable MFS to meet applicable regulatory requirements. The Vendor shall provide full cooperation to MFS, its auditors or regulators.

Vendor acknowledges that as an affiliate company of Sun Life Assurance Company of Canada, MFS is subject to certain regulation and oversight by the Office of the Superintendent of Financial Institutions in Canada ("OSFI"). As part of such oversight OSFI may examine certain aspects of MFS' business operations regardless of whether such operations are provided in-house or through an outsourcing arrangement.

Accordingly Vendor agrees:

(a) OSFI may exercise the right of MFS relating to audit and inspection rights and monitoring procedures or may accompany MFS when it exercises its audit rights hereunder;

(b) OSFI may have reasonable access to any records maintained by Vendor relating to MFS clients and any records of MFS provided to or shared with Vendor during the course of Vendor's performance under this Agreement to the same extent as MFS would have such access; and

(c) subject to OSFI agreeing to sign appropriate confidentiality documentation in form and content satisfactory to Vendor, OSFI may access and make copies of any internal audit reports (and associated working papers and recommendations) prepared by or for Vendor in respect of the service being performed for the MFS.

(d) Vendor will use its best efforts to seek the consent of its external auditor for the release to OSFI, should OSFI request, of any findings in any external audit of Vendor (and associated working papers and recommendations) that addresses the Services being performed for MFS. Such may be subject to subject to OSFI agreeing to sign appropriate confidentiality documentation in form and content satisfactory to Vendor and its external auditor.

Business Continuity. Vendor shall at all times maintain business continuity plans and procedures in place to enable Vendor to continue to provide goods/services as set forth herein in the event of an act of God, terrorism or other disaster or emergency situation (including but not limited to pandemics and transportation issues) ("Business Continuity Plan" or BCP). The BCP shall, at a minimum, address crisis management, business recovery and IT Disaster Recovery and shall include without limitation, alternative work sites; off-site back-ups of all data and relevant computer systems; personnel plans; and physical and remote access to a recovery site. Vendor shall: (i) review, test and update its BCP no less than annually and shall provide MFS results of such testing; (ii) promptly complete and return MFS' annual Business Continuity/IT Security questionnaire; (iii) allow MFS and/or its representatives to audit Vendor's business and operations in order to review and analyze Vendor's Business Continuity Plan (iv) allow MFS participation in testing if applicable; and (v) promptly notify (within 24hrs) MFS in the event of any incident which may impact Vendor's ability to provide services as set forth herein. Under the BCP (unless otherwise required by MFS), all services Vendor provides MFS shall have a required recovery time objective of **48 hours** or less.

DR Software Licenses. All licenses granted to MFS shall include the right to install, test and use the software at a back up location, disaster recovery site and/or for local failover purposes. Further, the license granted includes the right of MFS to use and maintain the software in a non-production test environment.

Cancellation, Force Majeure, and Default.

(a) **Cancellation for Convenience.** MFS may by notice in writing direct Seller to terminate this Agreement or work under this Agreement in whole or in part, at any time prior to acceptance of delivery, and such termination shall not constitute default. In such event, Seller shall be reimbursed only for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination, but in no event shall Seller be reimbursed more than one-half of the cost as provided for by this Agreement. Any claim for payment of such termination charges must be submitted in writing to MFS within thirty (30) calendar days of receipt of written notice of termination. MFS may take immediate possession of all work product so created upon notice of termination.

(b) **Force Majeure.** Provided Seller maintains and executes its BCP, in the event of wars, strikes, fires, pandemics, freight embargos, acts of God or other causes beyond their control ("Force Majeure") and uses reasonable efforts to mitigate the effects and duration of any such Force Majeure events, Seller will not be liable for any failure to perform under this Agreement to the extent due to such events.

(c) **Events of Default and MFS Remedies.** Seller shall be in default of the whole or any portion of this Agreement, in the event of (i) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller, (ii) the appointment, with or without Seller's consent, of any trustee or receiver for any substantial portion of Seller's assets, (iii) any assignment for the benefit of Seller's creditors, (iv) failure to deliver products conforming to the requirements of this Agreement within the time permitted by the Agreement, (v) breach of warranty in a material respect, (vi) a Force Majeure event continuing longer than two weeks or (vi) Seller's breach of any other material provision contained herein (an "Event of Default"). Upon the occurrence of an Event of Default, we may exercise any one or more of the following remedies: (1) cancel the Agreement by written notice to Seller; (2) procure, upon such terms and in such manner as we may deem appropriate, products comparable to the products covered by the Agreement, and Seller shall be liable to us for any excess cost of such comparable products; (3) require Seller to deliver to us, in the manner and to the extent directed by us, any completed or partially completed products, against our payment of the portion of the price properly allocable to such products; (4) obtain a judgment against Seller for all consequential and incidental damages resulting from the Event of Default; and (5) exercise any other right or remedy provided for by this Agreement or by applicable law. All rights and remedies shall be cumulative and may be exercised concurrently, independently, together or otherwise. Seller shall continue performance of this Agreement to the extent not cancelled. Except to the extent specifically set forth herein, we shall have no obligation or liability to Seller in respect of the cancelled portion of this Agreement. Upon the occurrence of an Event of Default, all deposits or prepayments shall be deemed to have been held in trust for our benefit and shall be returned to us promptly upon request.

(d) All of Seller's obligations set forth in this Agreement (other than the obligation to deliver the products covered hereby) shall survive the cancellation, termination or completion of this Agreement.

Most Favored Customer. Seller represents and warrants that the price for each Product charged to MFS is now and shall at all times during the term hereof be the lowest price, net of rebates, discounts and allowances (published or unpublished) charged to any other Seller customer for comparable quantities of the same Product. If, during the term of this Agreement, Seller enters into an agreement with any other customer providing such customer with a lower price, net of rebates, discounts and allowances (published or unpublished) for comparable quantities of the Product, then this Agreement will be deemed appropriately amended to provide such prices to MFS. Supplier will promptly provide MFS with any refund or credits thereby created. MFS may from time to time audit Seller's compliance with the foregoing.

Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under this Agreement without MFS' prior written consent, and any such attempted delegation, subcontract or assignment shall be void.

Transfer of Ownership/License. MFS may transfer any and all products and services provided herein, including without limitation, any software licenses in whole or in part, to an affiliate or to any entity which acquires all or any portion of MFS without additional fees. In addition, in the event MFS acquires any third party who has an agreement with Seller for any products or services, such products and services shall be transferred to MFS without any additional fees, notwithstanding any agreements to the contrary in place between Seller and such third party.

Dispute Resolution and Governing Law. Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by submitting the claim to a court of competent jurisdiction, located in the Commonwealth of Massachusetts. Irrespective of the place of performance, this Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced as a sealed instrument in accordance with the laws of the Commonwealth of Massachusetts, without resort to another States' Conflicts of Law Rules.

Authorization. Both parties represent and warrant that they have been duly authorized to execute, deliver and perform this Agreement, and the person signing on either party's behalf has the power and authority to do so.

Indemnification. Seller shall indemnify, defend and hold harmless MFS and its directors, officers, employees, affiliates, agents and their respective successors and assigns ("Indemnitees") from and against any and all claims, losses, liabilities, damages, costs or expenses, including attorneys' fees and court costs, resulting from the Seller's negligent acts or omissions or the Seller's breach of this Agreement, including, without limitation, Seller's obligations to deliver products pursuant to this Agreement and Seller's representations, warranties and agreements contained in this Agreement. Any provisions in Seller's invoices, acknowledgment forms or other documents attempting to limit Seller's liability for direct, special, incidental or consequential damages are hereby objected to and shall be of no force or effect.

Limitation of Liability. The Seller's limit of recovery and the extent of our liability in any case where the Seller shall be entitled to damages whether under this Agreement or otherwise shall be limited to: (i) the difference between the contract price and the market price at the time and place for tender of any products, and (ii) incidental damages, consisting of commercially reasonable charges or expenses actually incurred following MFS breach of this Agreement for the transportation, care and custody of such products in connection with the return or resale of the products, in an amount not to exceed 5% of the purchase price or fee for the products purchased or licensed pursuant to the Agreement. In no event, shall MFS have liability for consequential, special or indirect damages. This paragraph allocates risks under this Agreement between MFS and the Seller and the prices offered for products reflect this allocation of risk and limitation of liability.

Insurance. Seller agrees to obtain and keep in force, during the term of this Agreement, policies of General Liability insurance with limits not less than \$1,000,000.00 per occurrence, and errors and omissions liability insurance in an amount of at least \$5,000,000. In the event

Seller has access to MFS' premises, Seller agrees to obtain and keep in force, during the term of this Agreement a policy of Worker's Compensation insurance to statutory limits. In addition, if Seller has access to MFS' computer network, whether remotely or at MFS' premises, Seller agrees to obtain and keep in force, during the term of this Agreement, a policy of Fidelity Bond (crime) insurance, including computer crime, in a minimum amount of \$10,000,000 and Cyber Risk insurance with limits not less than \$5,000,000 per occurrence. Upon MFS' request, Seller agrees to include MFS in the General Liability policy as an additional insured there under. Seller's insurance will be considered primary of any similar insurance carried by MFS. Seller agrees to deliver to MFS copies of certificates of insurance for each policy required by MFS. The levels of insurance specified in this Section shall not be deemed to limit in any way the liability of Seller for any claims covered by such insurance.

Compliance with our Policies and Code of Ethics. Seller shall comply with all MFS standards, rules, procedures and policies relating to or affecting the services provided hereunder.

Subcontractors. Seller shall not subcontract any of the Services or components thereof without the prior, express, written consent of MFS. Seller shall provide MFS all information that MFS reasonably requests regarding any proposed subcontractor or subcontracting arrangement.

In the event MFS permits Seller to use the services of one or more subcontractors, Seller shall ensure that each subcontractor shall sign a written agreement imposing on subcontractor all of the provisions and restrictions of this Agreement to the same extent as they apply to Seller. Seller shall be fully responsible for each subcontractor's compliance with the applicable terms of this Agreement, and Seller shall be liable for all subcontractors' actions and omissions and their performance or failure to perform as required hereunder. MFS shall have no responsibility or obligation to any subcontractor, and Seller shall pay each subcontractor in accordance with the arrangement between Seller and subcontractor, and ensure that all subcontractors deliver all Services for which they are responsible without lien or encumbrance.

Notification of System Changes. Seller must provide reasonable advance notice (in no event less than three business days) in the event of any changes to Seller's operations, including without limitation, software, hardware and networks (collectively "System") utilized by Seller which may affect the function or performance of MFS' System or the services provided Seller ("Services"). Seller shall make no Seller System change that may (i) adversely affect the function or performance of the Services or MFS' System; (ii) require MFS to install a new version, release or upgrade of any software or hardware; or (iii) require MFS to pay any additional charges.

Severability; Remedies; Waiver. In the event that any one or more provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Our failure to enforce, or waiver of a breach of, any provision of this Agreement shall not constitute a waiver of any other breach or of such provision.

No Advertising. In no event shall Seller use MFS' name in any advertising, client list or otherwise without MFS' prior written consent.

Notices. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received when personally delivered or three days after being sent via first-class mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. Notices to MFS shall be sent to: MFS Investment Management, 500 Boylston Street, Boston, MA 02116, Attn: Mark Beattie, VP and Purchasing Director with a copy to Legal Notices, c/o Fenn Duncan, AVP Legal

Entire Agreement. This Agreement is the complete and exclusive statement of the contract between us and Seller with respect to the products and services contemplated hereby. No waiver, consent, modification, supplement, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by us and Seller. In the event of any conflict between the terms of this Agreement and the terms on the face of MFS' Purchase Order, the terms on the face of MFS' Purchase Order shall govern.