

## DTCC HACKATHON PARTICIPATION AGREEMENT

This DTCC Hackathon Participation Agreement (the “**Agreement**”), effective as of December \_\_\_, 2024 (the “**Effective Date**”), is entered into by and between The Depository Trust & Clearing Corporation, whose principal office is located at 570 Washington Blvd, Jersey City, NJ 07310 (“**DTCC**”) and \_\_\_\_\_, whose principal office is located at \_\_\_\_\_ (“**Company**”) (each, a “**Party**” and, collectively, the “**Parties**”).

**WHEREAS**, DTCC is hosting an AI/ML hackathon in which financial industry participants will showcase how AI/ML technology can be used to solve industry-wide problems (“**Hackathon**”);

**WHEREAS**, during the Hackathon, participants will choose among a list of uses cases, develop an AI/ML-based solution and demonstrate their solution to the other participants;

**WHEREAS**, DTCC has invited Company to participate, and Company wishes to participate, in the Hackathon; and

**WHEREAS**, to enable Company to participate in the Hackathon, DTCC wishes to make available to Company, and Company wishes to access and use, a cloud-based instance of DTCC’s AWS development environment, on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

### 1. **Definitions.**

In addition to terms defined elsewhere in this Agreement, the following terms have the meanings given to them below.

1.1 “**Acceptable Use Policy**” means the policy currently available at <https://aws.amazon.com/aup/>, as it may be updated by AWS from time to time.

1.2 “**Account**” means the AWS account used by Company to access and use the DevX Environment and Services.

1.3 “**Affiliate**” means, with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with such party.

1.4 “**Authorized User**” means employees, officers, or directors of Company.

1.5 “**AWS**” means Amazon Web Services, LLC.

1.6 “**AWS Documentation**” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the DevX Environment and Services located at <https://aws.amazon.com/documentation-overview/>, as such documentation may be updated from time to time.

1.7 “**AWS Site**” means <https://aws.amazon.com/>, and any successor or related site designated by AWS.

1.8 “**AWS Materials**” means Materials that AWS or any of its Affiliates makes available in connection with the DevX Environment, Services or on the AWS Site to allow access to the DevX

Environment or Services, including WSDL; AWS Documentation; sample code; sample libraries; command line tools; and other related technology.

1.9 “**Company Materials**” means any Materials that Company or any Authorized User: (a) brings and uses during the Hackathon, including to develop a Solution; (b) runs in the DevX Environment or on the Services, (c) causes to interface with the DevX Environment or Services, or (d) uploads to the DevX Environment, the Services or the Account or (e) otherwise uses, transfers, processes, or stores in connection with the Account.

1.10 “**Company Postings**” means any Materials that Company posts or otherwise submits to developer forums, sample code repositories, public data repositories, or similar community-focused areas of the AWS Site or the Services.

1.11 “**Developed Software**” means (i) any software developed or created by or on behalf of Company in connection with its Solution and (ii) any other software or Company Materials that are integrated or incorporated into Company’s Solution.

1.12 “**DevX Environment**” means a cloud-based instance of DTCC’s AWS development environment made available by DTCC to Company hereunder.

1.13 “**Law(s)**” means all applicable statutes, by-laws, regulations, ordinances, sanctions, orders and requirements of governmental, regulatory or other public authorities or self-regulatory organizations having jurisdiction, and all amendments thereto, at any time and from time to time in force and binding upon a Party.

1.14 “**Materials**” means software (including machine images), data, text, audio, video, images, protocols, applications or other content or

materials. For purposes of illustration and without limiting the foregoing, “Materials” includes AI/ML algorithms, models, weights, methodologies, training data, fine-tuning data and other input data and AI/ML outputs.

1.15 “**Participant**” means the participants in the Hackathon (other than Company).

1.16 “**Policies**” means the Acceptable Use Policy, Terms of Use, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement.

1.17 “**Privacy Policy**” means the privacy policy currently referenced at <https://aws.amazon.com/privacy/>, as it may be updated by AWS from time to time.

1.18 “**Service**” means each of the web services made available by AWS or its Affiliates which Company accesses or uses pursuant to this Agreement.

1.19 “**Service Terms**” means the rights and restrictions for particular Services located at <https://aws.amazon.com/service-terms/>, as they may be updated by AWS from time to time.

1.20 “**Solution**” means the solution generated by Company during the Hackathon in relation to the Hackathon uses cases.

1.20 “**Suggestions**” means all suggested improvements to the DevX Environment and Services that Company provides to AWS.

1.21 “**Terms of Use**” means the terms of use located at <https://aws.amazon.com/terms/>, as they may be updated by AWS from time to time.

1.22 “**Third-Party Materials**” means Materials of any third party made available to Company for use during the Hackathon, including through the DevX Environment. Third-

Party Materials may include Materials made available by DTCC or a Participant.

1.23 “**Third-Party Provider**” means any third party that is a provider or licensor of Third-Party Materials.

1.24 “**Trademark Use Guidelines**” means the guidelines and trademark license located at <https://aws.amazon.com/trademark-guidelines/>, as they may be updated by AWS from time to time.

## **2. Company Participation; Use of the DevX Environment and Services.**

2.1 Subject to the terms of this Agreement, Company and its Authorized Users may access and use the DevX Environment and Services solely in furtherance of its participation in the Hackathon.

2.2 Company and each of its Authorized Users will comply with the Hackathon rules, including any terms and conditions provided during online registration for the Hackathon.

2.3 Company and each of its Authorized Users will adhere to all Laws and comply with all Policies applicable to Company’s or its Authorized Users’ use of the DevX Environment and Services, including the Service Terms and Acceptable Use Policy.

2.4 To access the DevX Environment and Services, Company must create an Account associated with a valid business email address. Unless explicitly permitted by DTCC, Company will only create one account.

2.5 Company will ensure that each Authorized User accesses and uses the DevX Environment and Services in accordance with the terms of this Agreement and agrees to be fully responsible and liable for all acts and omissions of each Authorized User as they relate to such access and use. Company is responsible for all

activities that occur in the DevX Environment or under its Account, regardless of whether the activities are undertaken by Company, its Authorized Users or a third party (including contractors or agents). Company acknowledges and agrees that DTCC, AWS and each of their Affiliates are not responsible for any unauthorized access to Company’s DevX Environment or Account.

## **3. Fees.**

There are no fees due to DTCC by Company for its participation in the Hackathon. The DevX Environment and Services are provided to Company for the duration of the Hackathon free of charge. Company will bear, and be solely responsible for, all costs and expenses incurred by Company during the Hackathon, including in connection with its access to and use of the DevX Environment or Services.

## **4. Third-Party Materials.**

Company acknowledges that (a) Third-Party Materials may be made available to Company during the Hackathon; (b) Company’s right to use such Third-Party Materials may be subject to Company satisfying requirements imposed by such Third-Party Provider, including complying with separate terms and conditions and/or paying separate fees and charges; and (c) neither AWS nor DTCC have tested or screened the Third-Party Materials. Company is solely responsible for complying with all applicable license terms, paying any separate fees, and satisfying all technical requirements of the applicable Third-Party Provider. DTCC is not responsible for, and makes no representations or warranties, with respect to any aspects of the Third-Party Materials. DTCC may suspend or terminate Company’s access to the DevX Environment or Account, or any portion thereof, if, in DTCC’s sole discretion, Company fails to comply with any applicable Third-Party Provider

requirements. Company's use of the Third-Party Materials is at Company's sole risk.

## **5. Changes; Support.**

5.1 Company acknowledges that AWS may deprecate any of the Services (including the Services as a whole) or change or remove features or functionality of the DevX Environment or the Services from time to time.

5.2 Neither DTCC nor AWS will have any obligation to provide any support or professional services to Company. Company is responsible for providing support or professional services to Authorized Users.

## **6. Data Privacy; Disclosure.**

6.1 Company consents to AWS' collection, use and disclosure of information associated with the DevX Environment and Services in accordance with the Privacy Policy, and to the processing of Company Materials in, and the transfer of Company Materials into, the AWS regions that DTCC selects. Company is solely responsible for compliance related to the manner in which Company chooses to use the DevX Environment and Services, including Company's transfer and processing of Company Materials, the provision of Company Materials to Authorized Users or other persons, and the AWS region in which any of the foregoing occur.

6.2 Company acknowledges that AWS may use or disclose Company Materials as necessary to provide the DevX Environment or Services or to comply with applicable Law or requests of any governmental or regulatory body (including subpoenas or court orders).

6.3 Company acknowledges that DTCC may process basic professional contact details of representatives of Company that DTCC engages with in connection with Company's participation in the Hackathon ("**Contact Details**"). Company

acknowledges and agrees that DTCC will be free to determine the purpose and use of such Contact Details in accordance with applicable data protection laws, acting as a data controller in the meaning of the General Data Protection Regulation (EU) 2016/679. DTCC may store, process, and transfer such Contact Details. DTCC may also transfer Contact Details to countries outside of the individual's home country whose data protection standards may be different than those of the origin country. Company will inform the relevant individuals that the DTCC may use Contact Details (a) to communicate with such persons, (b) to provide, market and offer related products and services to Company and its affiliates, and (c) as required to satisfy legal and regulatory obligations. Should either party foresee the need to exchange personal data other than Contact Details: (i) such party will notify the other party in writing of such need; and (ii) the parties will enter into a separate written data protection agreement prior to such personal data being provided.

## **7. Company Responsibilities.**

7.1 During the Hackathon, Company shall use only publicly available data or data that is anonymized and/or aggregated such that it does not include, and cannot be reverse engineered to reveal, any confidential information, personally identifiable information or production data, including data identifying real financial transactions. Upon request, Company shall provide appropriate confirmation that Company has the right to use any Company Materials used during the Hackathon.

7.2 Company will ensure that none of the Company Materials, Developed Software, Company Postings or any Authorized User's use of Company Materials, Developed Software Company Postings or the DevX Environment or Services will violate the Acceptable Use Policy, the other Policies or applicable Law. Company is

solely responsible for the development, content, operation, maintenance and use of Company Materials, Developed Software and Company Postings. Without limiting the generality of the foregoing, Company is solely responsible for: (a) the technical operation of Company Materials and Developed Software, including ensuring that calls Company makes to any Service or the DevX Environment are compatible with then-current APIs for the Service or DevX Environment, (b) any claims relating to Company Materials, Developed Software or Company Postings, and (c) properly handling and processing notices that are sent to Company (or any Company's Affiliates) by any person claiming that Company Materials, Developed Software or Company Postings violate such persons' rights, including notices pursuant to the Digital Millennium Copyright Act.

7.3 Company will not, and will ensure that its Authorized Users do not: (i) input, upload, transmit or otherwise provide to or through the DevX Environment any materials that are unlawful or contain any viruses or other malicious codes, files or programs; (ii) interfere with the proper functionality of the DevX Environment; (iii) take any action that may impose (as determined by DTCC in its sole discretion) an unreasonable or disproportionately large load or burden on, or impact the functionality of, the DevX Environment, including any Third-Party Provider's infrastructure; (iv) bypass or circumvent any measures used to protect or restrict access to the DevX Environment or any systems or networks connected thereto.

7.4 To the extent that Company discloses or makes available any Company Materials or Developed Software to DTCC or any Participant, Company represents and warrants that: (i) it has the right to make available such Company Materials and Developed Software to DTCC and Participants and (ii) DTCC's and the Participant's

use of such Company Materials and Developed Software in connection with the Hackathon does not infringe or violate any third-party rights, including any intellectual property rights.

## **8. Security and Backup.**

8.1 Company is responsible for properly configuring and using the DevX Environment and Services and taking steps to maintain appropriate security, protection and backup of Company Materials and Developed Software, which may include use of encryption technology to protect Company Materials and Developed Software from unauthorized access and routine archiving of Company Materials and Developed Software. AWS log-in credential and private keys generated by or for use in connection with the DevX Environment or Services are for Company's internal use only and Company may not sell, transfer or sublicense them to any other entity or person, except that Company may disclose the private key to its Authorized Users performing work on behalf of Company.

8.2 Company is solely responsible for maintaining back-ups of all Company Materials and Developed Software and any other data or computer files used by Company in connection with the Hackathon. DTCC has no obligation to store, maintain, retain or provide a copy of any Company Materials or Developed Software to Company.

## **9. Authorized User Violations.**

9.1 Company will be deemed to have taken any action that it permits, assists, or facilitates any person or entity to take related to this Agreement, Company Materials, Developed Software or use of the DevX Environment or Services. Company is responsible for Authorized Users' use of Company Materials, Developed Software, the DevX Environment and Services. Company will ensure that all Authorized Users comply with Company's obligations under this

Agreement and that the terms of its agreement with each Authorized User, if any, are consistent with this Agreement. If Company becomes aware of any violation of its obligations under this Agreement by an Authorized User, Company will immediately terminate such Authorized User's access to Company Materials, Developed Software and the DevX Environment and Services and notify DTCC of such violation.

9.2 DTCC or AWS may suspend or discontinue Company's or any Authorized User's right to access or use any portion of the DevX Environment or Services immediately, without notice to Company, including if DTCC or AWS determines:

(a) Company's or any Authorized User's use of the DevX Environment or Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact AWS' systems, the Services or the systems of Materials of any other AWS customer, or (iii) may subject AWS, DTCC, their respective affiliates or any other third party to liability;

(b) Company or any Authorized User is not in compliance with any Laws or Policies; or

(c) Company has ceased to operate in the ordinary course, made an assignment for the benefit of creditor or similar disposition of Company's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

## **10. Termination.**

10.1 The term of this Agreement will commence on the Effective Date and, unless sooner terminated in accordance herewith, will remain in effect until Company closes its Account (the "**Term**"). Company shall close its account upon the conclusion of the Hackathon.

10.2 Either Party may terminate this Agreement for cause upon written notice to the other Party.

10.3 Company may terminate this Agreement at any time by: (i) providing DTCC written notice and (ii) closing the Account. DTCC may terminate this Agreement at any time and for any or no reason, upon written notice to Company.

10.4 Upon the termination or expiration of this Agreement, (a) all of Company's rights under this Agreement immediately terminate, and (b) Company will immediately return or, if instructed by DTCC, destroy all AWS Materials in Company's possession.

10.5 The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 7, 10.4, 10.5, 11, 12, 13, 14, 15, 16, 17.

## **11. Intellectual Property Rights; Feedback.**

11.1 Company acknowledges and agrees that, as between Company and AWS, AWS (and its Affiliates) own all right, title and interest and in and to the DevX Environment and the Services. Subject to the terms of this Agreement, DTCC grants Company a limited, revocable, non-exclusive, non-sublicensable, non-transferable, license to do the following during the Term of this Agreement: (a) access and use the DevX Environment and Services solely in accordance with this Agreement, and (b) copy and use the AWS Materials solely in connection with Company's permitted use of the DevX Environment and Services. Except as expressly provided herein, Company obtains no rights, including intellectual property rights, from DTCC, AWS, or AWS' or DTCC's AWS' Affiliates and Third-Party Providers, to the DevX Environment or Services. Some Materials may be provided to Company under a separate license, such as the Apache License, Version 2.0, in

which case that license will govern Company's use of such AWS Materials.

11.2 Neither Company nor any Authorized User may use the DevX Environment or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Company nor any Authorized User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the DevX Environment or Services, (b) reverse engineer, disassemble, or decompile the DevX Environment or Services or apply any other process or procedure to derive the source code of any software included in the DevX Environment or Services, (c) access or use the DevX Environment or Services in a way intended to avoid exceeding usage limits or quotas, (d) resell or sublicense the DevX Environment or Services. During and after the Term, Company will not assert, nor will Company authorize, assist or encourage any third party to assert, against AWS or any of its Affiliates, customers, vendors, business partners or licensors, any patent infringement or other intellectual property infringement claim regarding the DevX Environment or any Services that Company has used.

11.3 If Company provides any Suggestions to AWS or its Affiliates, AWS will own all right, title and interest in and to the Suggestions, even if Company has designated the Suggestions as confidential. AWS and its Affiliates will be entitled to use the Suggestions without restriction. Company hereby irrevocably assigns to AWS all right to and interest in and to the Suggestions and agrees to provide AWS any assistance AWS may require to document, perfect and maintain AWS' rights to the Suggestions.

11.5 Company shall publish all Developed Software under the Apache License, Version 2.0. Company acknowledges that the forgoing

agreement is a material inducement for DTCC to enter into this Agreement and acknowledges that DTCC would not enter into this Agreement or invite Company to participate in the Hackathon were this agreement not being made. If Company fails to so publish the Developed Software within 90 days of the Effective Date, then, effective as of the date of creation, Company shall be deemed to have granted DTCC a royalty-free, perpetual, irrevocable, non-exclusive and fully transferable, worldwide right and license with the right to sublicense (on multiple levels) to use, reproduce, disclose, distribute, modify, prepare derivative works of and otherwise exploit the Developed Software. Company shall retain all right, title and interest, including all intellectual property rights, in any Company Materials that do not constitute Developed Software.

11.6 If Company provides or discloses (whether orally or in writing) any information concerning its Solution, Company Materials or Developed Software to DTCC or the Participants, including, without limitation (collectively, the "**Feedback**"), DTCC and the Participants may use the Feedback, without restriction, in any manner now known or in the future conceived, including for commercial purposes. Accordingly, Company hereby grants to DTCC a royalty-free, perpetual, irrevocable, non-exclusive and fully transferable, worldwide right and license with the right to sublicense (on multiple levels) to use, reproduce, disclose, distribute, modify, prepare derivative works of and otherwise exploit the Feedback; provided, however, that in exercising such rights, DTCC does not identify Company or its affiliates as the provider of the Feedback. Company further acknowledges and agrees that other Participants will be free to use and exploit any Feedback shared by Company with such Participants, without restriction of any kind. DTCC and Company agree that the Participants are intended

third party beneficiaries with respect to this provision.

## **12. Publicity.**

12.1 Company will not issue any press release or any other public communication regarding the Hackathon or Company's use of the DevX Environment or Services. Company will not imply any relationship or affiliation between AWS and Company or between DTCC and Company in any public communication without the relevant party's consent.

12.2 Subject to Section 12.3, the Parties agree that DTCC may issue press releases or other public communications (including via Company's website or social media) regarding the Hackathon, including identifying Company as a participant.

12.3 Neither Party will use the other Party's trademarks, trade dress, logos or service marks, for any purpose, including in any promotional or marketing materials, without the prior, written consent of the other Party.

## **13. Indemnification.**

13.1 Company will defend, indemnify and hold harmless DTCC, AWS and their respective Affiliates and Third-Party Providers, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third party claims concerning: (a) Company's participation in the Hackathon; (b) Company's or any Authorized User's use of the DevX Environment (including any activities under Company's Account and use by Company's Authorized Users); (c) any violation of applicable Law by Company, Authorized Users or Company Materials, Developed Software or Company Postings; (d) any alleged or actual infringement or misappropriation of any third-party rights by Company Materials, Developed Software or

Company Postings, or by the use, development, design, production, advertising or marketing of Company Materials, Developed Software or Company Postings, or (e) any dispute between Company and any Authorized User.

13.2 DTCC or AWS will promptly notify Company of any claim subject to Section 13.1, but DTCC's or AWS' failure to promptly notify Company will only affect Company's indemnification obligations under Section 13.1 to the extent that such failure prejudices Company's ability to defend the claim. Company may: (a) use counsel of its own choosing (subject to DTCC's or AWS' written consent) to defend against any claim; and (b) settle the claim as Company deems appropriate, provided that Company obtains DTCC's or AWS' (as applicable) prior written consent before entering into any settlement. DTCC or AWS, as applicable, may assume control of the defense and settlement of the claim at any time.

## **14. Disclaimers; Liability.**

14.1 THE DEVX ENVIRONMENT, SERVICES AND ALL THIRD PARTY MATERIALS ARE PROVIDED TO COMPANY "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DTCC, AWS, AND EACH OF THEIR AFFILIATES AND THIRD PARTY PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO DEVX ENVIRONMENT, SERVICES OR THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE DEVX ENVIRONMENT, SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING THE COMPANY MATERIALS, DEVELOPED

SOFTWARE OR THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, DTCC, AWS AND EACH OF THEIR RESPECT AFFILIATES AND THIRD-PARTY PROVIDERS DSICLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

14.2 REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, IN NO EVENT SHALL DTCC, AWS OR EACH OF THEIR AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ASSOCIATED WITH: LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, UNAVAILABILITY OR NONPERFORMANCE OF THE DEVX ENVIRONMENT OR SERVICES, INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO USE OR ACCESS TO THE DEVX ENVIRONMENT OR SERVICES; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; UNAUTHORIZED ACCESS TO, COMPROMISE, ALTERATION OR LOSS OF COMPANY MATERIALS OR DEVELOPED SOFTWARE; OR COST OF REPLACEMENT OR RESTORATION OF ANY LOST OR ALTERED COMPANY MATERIALS OR DEVELOPED SOFTWARE. IN NO EVENT

SHALL DTCC, AWS OR EACH OF THEIR AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY CLAIMS AGAINST COMPANY BROUGHT BY ANY THIRD PARTIES. REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, THE MAXIMUM CUMULATIVE LIABILITY OF DTCC, AWS AND EACH OF THEIR AFFILIATES AND THIRD PARTY PROVIDERS RELATING TO THIS AGREEMENT OR COMPANY'S PARTICIPATION IN THE HACKATHON, WILL NOT EXCEED FIVE THOUSAND DOLLARS.

**15. Third Party Beneficiaries.**

Except as set forth herein, the provisions of this Agreement are intended solely for the benefit of the Parties and their successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights on any person other than AWS, its Affiliates and each of their and DTCC's Third-Party Providers and the Participants. Notwithstanding the foregoing, the Parties agree that AWS, its Affiliates and each of their and DTCC's Third-Party Providers the and Participants may enforce its rights hereunder as an intended third-party beneficiary of this Agreement, even though such person is not a party to this Agreement.

**16. Disputes, Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of laws principles thereof. Each Party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the County of New York in any action or proceeding arising from or

relating to this Agreement or any of the transactions contemplated hereby.

**17. General.**

This Agreement includes the Policies and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. If the terms of this Agreement are inconsistent with the terms contain in any Policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement. This Agreement may be amended, modified or supplemented only by a written instrument executed and delivered by both Parties. If any provision of this Agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. Any notices under this Agreement must be

in writing and delivered to the address of the applicable Party shown in this Agreement or any alternative address of which the applicable Party notifies the other in writing. A copy of any notice to DTCC must also be sent to [GCOContractNotices@dtcc.com](mailto:GCOContractNotices@dtcc.com) and to The Depository Trust & Clearing Corporation, Attention: General Counsel's Office, 570 Washington Blvd., Jersey City, NJ 07310. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Signed copies delivered electronically will legally bind each Party to the same extent as original documents.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

**COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DTCC**

The Depository Trust & Clearing Corporation

By: \_\_\_\_\_

Name:

Title: