

## **CST INVESTOR ELECTRONIC ACCESS AGREEMENT**

### **PART A: GENERAL**

1. **Scope:** This Agreement, as amended from time to time, governs the provision of electronic access services (the “**Services**”) and applies when you access or use the Services, regardless of the technology you use to access the Services.
2. **Other Agreements:** This Agreement supplements any other existing and future written agreements that you have with us and any terms, conditions or disclaimers provided on our Website. If there is a conflict between a term in this Agreement and any other written agreement with us, the term of the other agreement will apply to the extent necessary to resolve the conflict.
3. **Changes to this Agreement:** We may change this Agreement at any time by giving notice to you. We will notify you of a change to this Agreement by posting a notice on our Website. Your use of the Services after we post the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using the Services.
4. **Changes to the Services:** You understand that we may add, remove or change any part or feature of the Services or the Website at any time, without giving notice to you.
5. **Interpretation:** Capitalized terms used in this Agreement are defined in Part B below.

### **PART B: DEFINITIONS**

**CST** shall mean CST Trust Company.

**Commands** shall mean: (i) an instruction that is communicated to us after Password authentication through the Website, including but not limited to keystrokes and mouse clicks.

**Information** shall encompass any software, text, graphics, files, scripts or other content or materials, any database and any proprietary data, processes, information and documentation made available to you by CST.

**Information Provider** shall mean any third party source, excluding a Third Party Service Provider, from which Proprietary Information may have been gathered.

**Investor Data** shall mean your securities registry information sourced from either CST (or its respective affiliates’) recordkeeping and other systems and provided or accessed through the Services, provided that Investor Data will not be construed to include Proprietary Information.

**Losses** shall mean any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment), including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Services provided to you, even if CST was advised of the possibility of damages or was negligent

**Password** shall mean a confidential combination of numbers and/or letters you use to sign on to the Website.

**Security Word** shall mean the prompt that you have provided to CST to assist you in remembering your Password.

**Proprietary Information** shall mean Information provided or available through the Services in which CST, its affiliates or Information Providers have a proprietary interest, including without limitation the following: (i) pricing; and (ii) other data identified to a proprietary source or data in either in this Agreement or on the Website.

**Services** shall have the meaning set forth in Part C below.

**Third Party Service Provider** shall mean any other party (excluding an Information Provider) that provides services to CST and its affiliates in relation to the Services.

**User ID** shall mean the user ID assigned to you by CST in order for you to use the Services.

**We:** shall mean CST Trust Company and its affiliates.

**Website:** shall mean the components of the Services consisting of the Internet Websites hosted by or on behalf of CST on the World Wide Web.

**You** and **Your** shall mean individuals accessing the Services through the Website.

### **Part C: Services**

#### **6. Services**

(a) CST will provide electronic access to you to the Website. You will gain access to and be able to download Proprietary Information and Investor Data by issuing Commands through the Website. Investor Data provided through the Services, however, is subject to change because: (a) such Investor Data is generally updated as of the prior business day's close of business; and (b) as is customary in securities transactions, is subject to adjustment and correction. Your ability to view and download certain Proprietary Information is subject to the terms and restrictions under which that information is provided to CST and its affiliates and is subject to the terms of this Agreement.

(b) CST retains complete discretion and authority to add, delete or substantially revise in whole or in part the Services offered to you.

#### **7. License/Proprietary Rights**

##### (a) Electronic Access and Proprietary Information

The Website, Services and Proprietary Information are proprietary to CST, its licensors, Information Providers or Third Party Service Providers. You agree to comply with reasonable written requests from CST to protect CST's, CST's licensors', Information Providers' and/or Third Party Service Providers' respective rights in the Website, the Services or Proprietary Information. Nothing in this Agreement shall be construed as giving you any license or right to use any of CST's, CST's licensors', Information Providers' and/or Third Party Service Providers' trademarks, logos and/or service marks. CST retains the right to modify the Websites, the Services and Proprietary Information from time to time and, to the extent possible, CST will provide reasonable notice of such modifications.

##### (b) Proprietary Information

(1) Proprietary Information provided hereunder may be subject to certain additional provisions or restrictions in licenses CST and/or its affiliates have with Information Providers. Such Information Providers may also require you to agree to certain terms and conditions, which are shown on the Website. Terms on the Website may be revised periodically by the Information Providers. Use of the Services, and continued use of the Services following any Information Provider's revision of any terms on the Website, constitutes your acceptance of and agreement to the then-current terms shown on the Website.

(2) Except to the extent you are permitted otherwise pursuant to its own licenses with applicable Information Providers, you agree that the Proprietary Information shall be used solely for your internal use. As used herein, your "internal use" may include you making available such Proprietary Information to your third party professional advisors, provided such advisors are legally obligated to treat such Proprietary Information in a confidential manner and legally prohibited from using such Proprietary Information in any manner other than in support of its services to you. You also agree not to, and to cause third party professional advisors, not to: (i) reproduce or repackage, retransmit, disseminate, sell, distribute, publish, broadcast, or circulate to third parties not covered by "internal use" or

otherwise commercially exploit Proprietary Information; (ii) identify and extract Proprietary Information from the Services independent of any Client Data; (iii) use Proprietary Information in any client or third party software application; or (iv) use Proprietary Information in an environment shared by you and third parties, in each case without the express written consent of CST and without first obtaining any licenses needed from the relevant Information Provider(s).

#### **PART D: SECURITY, PASSWORDS, COMMANDS AND E-MAIL**

8. **Use:** You must use your User ID and Password to access the Services.

9. **User IDs, Passwords and Security Words:** You agree: i) to keep your Passwords and Security Word absolutely confidential; ii) not to disclose to others what your Passwords or Security Words are; and iii) to carefully select your Password so that it cannot be easily guessed by anyone else.

Your Password must not use:

- Your name or a close relative's name;
- Your birth date, year of birth, telephone number or address, or that of a close relative;
- Any other number which can be easily obtained or guessed by someone else; or
- A password you use for any other service.

You shall be responsible for the confidentiality and use of you User-ID and Password. You shall be responsible for all Commands processed through the Website through and under Your User-ID and Password. You agree to notify CST immediately if you become aware of:

- (1) Any loss or theft of your User-ID or Password; or
- (2) Any unauthorized use of your User-ID or Password.

If you suspect that someone else knows your Password you must change your Password immediately.

10. **Responsibility for Losses:** You are responsible for any Losses that result from your own use of your User ID and your Password or other authorized use of your User ID or Password . You are also responsible for any Losses that result from any use by a third party of your User ID and your Password. Without limiting the generality of the foregoing you are also responsible for any Losses that result if: i) you make an entry error when using the Services; or ii) a third party uses your User ID without your authority but your action (or inaction) contributes to the unauthorized use. CST assumes no responsibility for internal disputes resulting from either joint registration of a security or among authorized officers of a corporation or similar legal entity.

11. **Commands:** You acknowledge that each Command that you provide to CST is final. You agree that CST may rely on your Commands (including your electronic acceptance of this Agreement and other online agreements) as if you had provided CST with a paper copy of them. You agree that you will be liable for the transactions that are conducted on the basis of your Commands, and any Losses that may arise from these transactions. You agree that CST may maintain a record of your Commands. CST's records of your Commands will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.

12. **E-mail:** E-mails sent to CST over the Internet from a source other than the Website, as well as other communications received outside of the secure area of the Website, including without limitation communications received over telephone lines, are not secure and CST is not responsible for their security and to the maximum extent permitted by law excludes all liability arising from such communications. Further, CST does not guarantee the security of any Information or Commands transmitted over the Internet and is not responsible for any security breach with respect to such Information or Commands.

#### **PART E: Limited Warranty/Exclusion of Other Warranties**

13. **Limited Warranty:**

(a) CST represents and warrants that it has the full right and authority to enter into this Agreement and to provide the Services under its terms.

(b) DUE TO THE NATURE OF COMPUTER SOFTWARE INFORMATION DELIVERY TECHNOLOGY, AND THE NECESSITY OF RELYING ON VARIOUS DATA SOURCES, SOME OF WHICH ARE EXTERNAL, THE SERVICES, PROPRIETARY INFORMATION AND INVESTOR DATA ARE PROVIDED ON AN "AS-IS" BASIS AND YOU ACCEPT THE ENTIRE RISK AS TO HOW AND FOR WHAT PURPOSES YOU USE THE SERVICES, PROPRIETARY INFORMATION AND INVESTOR DATA. YOU ACKNOWLEDGE AND AGREE THAT ALL SUCH DATA IN THE SERVICES, PROPRIETARY INFORMATION AND INVESTOR DATA IS NOT RECONCILED ON A REAL-TIME BASIS AND IS PROVIDED VIA THE SERVICES SOLELY AS A CONVENIENCE TO YOU AND IS COMPILED WITHOUT ANY INDEPENDENT INVESTIGATION BY CST, AND YOU AGREE THAT YOU SHALL NOT RELY ON SUCH DATA IN MAKING ANY INVESTMENT OR OTHER DECISION. NEITHER CST NOR THE INFORMATION PROVIDERS NOR THE THIRD PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, UNDER THIS AGREEMENT FOR THE ACCURACY, COMPLETENESS, TIMELINESS OR CORRECT SEQUENCING OF PROPRIETARY INFORMATION OR INVESTOR DATA, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON SUCH DATA IN PROPRIETARY INFORMATION, INVESTOR DATA OR THE SERVICES. NEITHER CST, THE INFORMATION PROVIDERS NOR THE THIRD PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE FOR INTERRUPTION OF SUCH DATA IN PROPRIETARY INFORMATION, INVESTOR DATA OR THE SERVICES. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NONINFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPRIETARY INFORMATION, INVESTOR DATA OR ELECTRONIC ACCESS.

#### 14. **Limitation of Liability**

(a) IN NO EVENT WILL CST, ITS LICENSORS, THE INFORMATION PROVIDERS OR THE THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL, RELIANCE, EXEMPLARY, INCIDENTAL, SPECIAL, COMPENSATORY, ECONOMIC, PUNITIVE OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSSES AND DAMAGES THAT RESULT FROM THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE ELECTRONIC ACCESS OR PROPRIETARY INFORMATION OR INVESTOR DATA), EVEN IF CST, ITS LICENSORS, THE INFORMATION PROVIDERS OR THE THIRD PARTY SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

(b) CST disclaims any representation and makes no guarantee that the Services and Proprietary Information are virus-free; however, CST will make commercially reasonable efforts to ensure that the systems used by CST to provide the Services and Proprietary Information are virus-free. CST is not liable for any loss or damage resulting from voluntary shutdown of the server or the Website by CST to address computer viruses, denial-of-service messages or other similar problems. CST is not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Services.

(i) Survival

The following sections all survive the expiration or earlier termination of this Agreement: 7, 10, 11, 13 and 14.

July 2013