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    1.4. "Force Majeure" means any event, not within the reasonable control of the party whose performance is impacted by the event, including but not limited to civil

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1.8. "System" shall mean the electronic data processing, information, record keeping, communications, telecommunications, hardware, third-party software, networks, peripherals, portfolio trading and computer systems, including any outsourced systems and processes.

1.9. "Term". The Term of this EULA shall commence on the Effective Date and continue for the period described in clause 12.1 below.

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10.5. <u>Survival</u>: The obligations of the Licensee under clauses 3, 6, 7, 8, 9, 10 and 11 of this EULA shall survive termination of this Agreement.

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11.1. <u>No Authority</u>: It is expressly understood and agreed that no employee, agent, or other representatives of one party has any authority to bind the other party with respect to any statement, representation, warranty, covenant, or other expressions unless such statement, representation, warranty, covenant, or other expression is specifically set forth in this EULA.

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11.3. <u>No Waiver</u>: Nothing contained in this EULA shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition, or agreement contained in this EULA to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement. A waiver by any party of any breach of any provision of this EULA shall not be considered as, nor constitute a continuing waiver or waiver, breach or cancellation of, any other breach of any provision of this EULA.

11.4. <u>Attorneys' Fees</u>: In the event of any action, including but not limited to litigation or arbitration, between the parties to enforce the provisions of or with respect to this EULA, the prevailing party in such action shall be entitled to reimbursement for reasonable attorneys' fees and costs at trial (if relevant) and on appeal.

11.5. <u>Governing Law; Jurisdiction and Venue</u>: This EULA and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules. The parties irrevocably submit and consent

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11.7. Counterparts: The parties may execute and deliver this EULA in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.

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