

**7. Amendment and Termination.**

- a. This Addendum may not be amended or modified by the Bank upon 30 days written notice to you; provided, however, that the Bank shall be authorized to amend this Addendum immediately to the extent necessary to comply with any requirements of applicable law or regulation.
- b. Any provision in this Addendum which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but shall be valid and enforceable to the fullest extent permitted by law. Moreover, if any provision of this Addendum is or becomes invalid or unenforceable, the validity of the remainder of this Addendum shall remain in force and such provision shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with applicable law and without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
- c. This Addendum will terminate upon the expiration or termination of the Deposit Agreement. In addition, this Addendum may be terminated by either party upon sixty days' written notice; provided, however, that the Bank may terminate this Addendum immediately at any time upon written notice in the event that the Bank ceases to offer, generally, sublicenses for the Licensed Software and related services.
- d. Upon termination of this Addendum, you shall, at your expense, deliver to the Bank all Licensed Software Documentation and any other confidential information of the Bank, its affiliate(s) or any Provider of the Licensed Software or Documentation (the "Vendor Confidential Information"), or at the Bank's request, destroy, to the extent requested, all copies of the Licensed Software, Documentation and Vendor Confidential Information in your possession or control. You shall certify in writing to the Bank that all copies of the Licensed Software, Documentation and Vendor Confidential Information have been delivered or destroyed in accordance with this paragraph and the Bank's instructions.

**8. Each party's rights and obligations under Sections 5 and 6 of this Addendum, and all obligations relating to non-use and nondisclosure of information will survive termination of this Addendum for any reason.**

**9. Force Majeure.**

The Bank shall not be responsible for any delay or failure to perform its obligations hereunder if such delay or failure is caused by circumstances beyond its control, including but not limited to acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, acts of war or terrorism, acts or failures to act of any government or regulatory body (whether civil or military, domestic or foreign), limitations of law, governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively, "Force Majeure"). The Bank shall be excused from performance hereunder to the extent of such prevention, restriction or interference.

**10. Export of Licensed Materials.**

This Addendum is subject to any laws, regulations, orders or restrictions on the export or import of the Licensed Software, Documentation, Remote Scanner Products procured or licensed under this Addendum, or information about the Licensed Software, or Remote Scanner Products, which may be imposed at any time from time to time by the United States or foreign government. You will not, directly or indirectly, export, re-export, or import Licensed Software, Documentation, Remote Scanner Products procured/licensed hereunder, or any information about the Licensed Software, or Remote Scanner Products, to any country for which the United States or foreign government, or any agency thereof, requires an export or import license or other governmental approval, without first obtaining the same.

**11. Miscellaneous.**

- a. This Addendum, together with the other applicable provisions of the Deposit Agreement, is the entire agreement between the parties with respect to the subject matter covered by this Addendum and supersedes any prior or contemporaneous oral or written understanding.
- b. To the extent that any provision of this Addendum conflicts with any other provision of the Deposit Agreement, with respect to the Products and Services provided hereunder, the provision of this Addendum shall control. Further, the terms and conditions of this Addendum are in addition to, and do not derogate or otherwise limit, the terms and conditions of the Deposit Agreement.
- c. You will not assign, delegate or otherwise transfer any of your rights or obligations under this Addendum without the Bank's prior written approval.
- d. This Addendum shall be governed by, and construed under, the laws of New York without giving effect to principles of conflict of laws. The parties waive their respective rights to trial by jury relating to any claim arising out of or connected to this Addendum, the Exhibits, and Schedule 1.

Print Name of Customer

Signature of Customer

Address for location of scanner

*Karyna Shuliak*  
*[Signature]*

*11/22/2013*  
Date