

### ICE CRED User Agreement:

This ICE CRED user agreement is an Additional Agreement for the purposes of the Data Services Agreement (the “**DSA**”) between Provider and Subscriber and is incorporated therein by reference as if set forth in its entirety in the DSA. Subscriber is deemed to have entered into this user agreement with and for the benefit of IBA in relation to any access to or use of the Data through any Service, and this user agreement will supersede and replace any previous user agreement. Capitalised terms used but not defined herein have the meanings given to them in the DSA.

1. **Definitions:** In this user agreement:

“**Data**” means the reference data for carbon credit markets that IBA makes available to Subscriber through any Service;

“**Data Provider**” means any third party that provides data used by IBA to calculate or determine the Data;

“**IBA**” means ICE Benchmark Administration Limited (a company incorporated in England with registered number 08457573);

“**ICE**” means Intercontinental Exchange, Inc. (a Delaware corporation);

“**ICE CRED**” means IBA’s reference data service for the carbon credit markets known as the ‘ICE Carbon Reference Entity Data Service’ or ‘ICE CRED’; and

“**ICE CRED Webpage**” means the webpage on the ICE website dedicated to ICE CRED (including at <https://theice.com/iba/ice-cred>).

2. **User Agreement:** Subscriber may use the Data for information purposes only (a licence to use the Data for other purposes can be obtained from [iba@ice.com](mailto:iba@ice.com)).

3. **Restrictions:** Subscriber shall not do any of the following:

(a) use the Data for any purpose other than the purpose in Clause 2 - in particular, and without limitation, the Data is not to be used in financial instruments, contracts or transactions, for pricing or valuation purposes, or to make investment decisions;

(b) use the Data for any purpose contrary to any law or regulation, or any regulatory code, guidance or request;

(c) make copies of the Data;

(d) make any of the Data available to any other entity or person for any purposes whatsoever;

(e) license any other entity or person to use the Data for any purposes whatsoever;

(f) remove any trade marks or other identifiers of the sources of the Data;

(g) attempt to obtain from the Data any data used as an input to calculate or determine the Data.

4. **Acknowledgements:** Subscriber acknowledges and agrees each of the following:

(a) the Data is subject to the disclaimer set out in Clause 7 below and to the disclaimers and notices which are on the ICE CRED Webpage and these are incorporated by reference into this user agreement;

(b) IBA or its licensors own the intellectual property in the Data and all associated databases containing the Data;

(c) ICE and ICE Benchmark Administration are trademarks of ICE, IBA and/or its or their affiliates;

- (d) the Data is held by IBA in a database or databases (within the meaning of S.3A of the Copyright, Designs and Patents Act 1988);
  - (e) no warranties are given in relation to the Data, nor in relation to any data used to calculate or determine the Data;
  - (f) in entering into this user agreement, Subscriber is not relying on any prior statement made by ICE, IBA or any of its or their affiliates or representatives; and
  - (g) IBA is under no obligation to maintain or update any of the Data or to provide access to the Data or the ICE CRED Webpage, and reserves the right at any time and without notice to update, remove or change any Data or deny access to the Data or the ICE CRED Webpage.
5. **Limitation of Liability:** To the fullest extent permitted by law, none of ICE, IBA or any of its or their affiliates or any of its or their licensors, or any Data Provider, accepts any responsibility for, or will be liable to Subscriber or any other person for, any losses or liabilities (including, without limitation, loss of revenue or profit, loss of anticipated savings, wasted costs, loss of data, or liabilities to third parties), which arise in connection with this user agreement or Subscriber's use of the Data or access to the ICE CRED Webpage (irrespective of whether the claim is for breach of this user agreement, breach of a duty of care, breach of statutory duty, misrepresentation, restitution, nuisance, under anti-trust laws, in tort (including negligence) or under any other cause of action). This Clause 5 does not exclude or limit liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation by IBA.
6. **Termination:** This user agreement will continue to apply to Subscriber's use of the Data unless and until any further user agreement is entered into between Subscriber and IBA governing Subscriber's use of the Data. IBA has the right at any time, with or without reason, to terminate immediately Subscriber's right of use as set out in Clause 2 by providing Subscriber with a notice to such effect or by notifying all subscribers or all subscribers in any particular category (including Subscriber) of such termination on the IBA website at <https://www.theice.com/iba>.
7. **Disclaimer:** None of IBA, Intercontinental Exchange, Inc. (ICE) or any of its or their affiliates makes any claim, prediction, warranty or representation whatsoever, expressly or impliedly, as to the timeliness, accuracy or completeness of any information in ICE CRED, the results to be obtained from the use of such information, or as to the appropriateness or suitability of any such information for any particular purpose to which it might be put. All implied terms, conditions and warranties, including without limitation as to quality, merchantability, fitness for purpose, title or non-infringement, in relation to this user agreement, the Data, the data used to calculate or determine the Data, the ICE CRED Webpage and all information in ICE CRED are hereby excluded to the fullest extent permitted by applicable law.
8. **Miscellaneous:**
- (a) Any assignment or transfer of this user agreement (including any rights or obligations under this user agreement) will be void, unless made with the written consent of the other party.
  - (b) This user agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this user agreement.
  - (c) A remedy made available to a party by this user agreement does not exclude other remedies.

(d) The laws of England apply to this user agreement. The courts of England have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) which arises in connection with this user agreement.