

TERMS AND CONDITIONS FOR TRIAL OF INDEX DATA SERVICES

The Index Data Services (defined below) are provided by ICE Data Indices, LLC, a Delaware limited liability company, having an office at 11 Wall Street, New York, New York 10005 ("ICE Data")

YOUR USE OF any Index Data (as defined below) is subject to the terms and conditions of use set out herein (the "Agreement"). As used in this Agreement, the terms "*you*", "*your*" and "*Trial User*" refer to each user of the Index Data Services or, as the context requires, such user's employer ("*Employer*" or "*Firm*").

CONSENT: You hereby represent and warrant that you have the authority, and are authorized, to accept this Agreement on behalf of your Employer and that in doing so you are acting within the scope of your duties.

BY CLICKING THE "NEXT" OR "GET" BUTTON, YOU ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT, AGREE TO BE BOUND BY THIS AGREEMENT AND BIND YOUR EMPLOYER ("ACCEPTANCE"). PLEASE READ THIS AGREEMENT CAREFULLY.

1. PARTIES

This Agreement is entered into between ICE Data and Trial User (each being a "**Party**" and collectively the "**Parties**").

2. DESCRIPTION OF THE INDEX DATA SERVICES

ICE Data compiles and publishes extensive sets of indices (individually referred to herein as an "Index Family") and collectively, they are referred to herein as the "Indices"). Any index within the Indices is referred to herein as an "Index". Subject to this Agreement, ICE Data shall provide Trial User with trial access to the "Index Data Services" which means access to the underlying constituent-related data that makes up an Index ("Constituent Data") along with real-time and end of day Index values, Index returns and Index statistics ("Top Level Data") that ICE Data makes available from time to time via Snowflake, Inc. ("Third Party Platform"). Constituent Data and Top-Level Data together comprise the "Index Data". Trial User acknowledges that the Index Data may include data, content, information or other services from third parties, including, but not limited to, third party data providers, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers (each a "Third Party Supplier" and together "Third Party Suppliers"), including certain data from ICE Data affiliates, including ICE Data Pricing & Reference Data, LLC, ICE Data Derivatives, Inc., and NYSE Group, Inc. Trial User agrees to be bound by the additional terms which may be imposed and updated by Third Party Suppliers from time to time, including, but not limited to, the additional terms set forth in Exhibit A attached hereto, in connection with Trial User's use of such Third Party Supplier data. Access to the Index Data Services is conditional upon and subject to Trial User's agreement to and compliance with this Agreement.

3. LICENSE GRANT

Conditional upon and subject to compliance with this Agreement (including, without limitation, the usage rights and restrictions set forth in this Agreement), ICE Data hereby grants to Trial User, and Trial User hereby accepts, for the duration of this Agreement, a limited, temporary, personal, non-exclusive, non-transferable, non-sublicensable license for trial access to the Index Data Services internally solely within the Territory (defined below), for the sole purpose of determining whether or not to subscribe to such Index Data Services and not for any other productive or commercial purpose. "Territory" shall mean globally, except for Russia, Belarus, or the People's Republic of China. Trial User is expressly restricted from: (i) any use of the Index Data Services other than for the sole purpose permitted herein; (ii) modifying the Index Data Services in any way; (iii) attempting to decompile, disassemble or reverse engineer the Index Data Services; (iv) making any commercial use of the Index Data Services; (v) providing the Index Data Services, in whole or in part, to any other person or entity (including, but not limited to, Trial User's third party software or service providers); and (vi) electronically extract or scrub any data, content or materials from the Third Party Platform or any other platform (including, without limitation, through framing or systematic retrieval to create collections, compilations, databases or directories). No copies of any part of the Index Data Services or any documentation relating thereto may be made by Trial User without the prior written consent of ICE Data.

4. AUDIT

During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Trial User agrees to keep complete and accurate books, records and related documentation concerning the manner of usage and access to the Index Data, in each case to confirm that that restrictions on use and access have been observed (“Audit Purpose”). If ICE Data reasonably suspects that Trial User has not complied with any of the terms of this Agreement, ICE Data is hereby granted the right, during normal business hours, upon reasonable notice to Trial User and subject to Trial User’s reasonable confidentiality and security obligations, to audit and examine Trial User’s books, records, systems used (which may be satisfied by providing screen shots and/or video conference demonstrations), and observe operations conducted, in connection with the Audit Purpose. Trial User shall also be liable for any unauthorized use or distribution of the Index Data discovered during such audit.

5. TERM AND TERMINATION

(a) This Agreement commences as of the date of Trial User’s Acceptance of the terms of this Agreement and shall continue for a period of thirty (30) days (“Term”). ICE Data may terminate Trial User’s access to the Index Data Services in whole or in part or this Agreement at any time.

(b) Unless Trial User has already entered into a subscription agreement for the Index Data Services, upon the earlier of the expiry of the Term and termination of the Agreement, the license granted herein will terminate and Trial User shall immediately cease all use of the Index Data Services and purge the Index Data and any copies thereof from its systems. Upon request, Trial User shall supply ICE Data with a certificate of destruction thereof.

6. OWNERSHIP

(a) ICE Data and/or its affiliates shall at their own expense and sole discretion exercise their common law and statutory rights against infringement of the Index, Index Data, any trademarks or service marks owned or licensed by ICE Data (including its affiliates) (the “ICE Data Marks”), copyrights and any other proprietary rights insofar as such infringement conflicts with or impairs Trial User’s rights and privileges hereunder.

(b) Trial User acknowledges and agrees that it has no rights under this Agreement to use or make public reference, whether written or oral, to the ICE Data Marks.

(c) Trial User shall reasonably cooperate with ICE Data and its affiliates in the maintenance of such ICE Data rights and registrations and shall take such actions and execute such instruments as ICE Data or its affiliates may from time to time reasonably request, at ICE Data’s expense.

(d) The Indices are selected, coordinated, arranged, and prepared by ICE Data through the application of methods and standards of judgment used and developed through the expenditure of considerable work, time, and money by ICE Data, and Trial User agrees that it has no proprietary interest therein. Trial User agrees that ownership of the Index Data, the Indices, and the ICE Data Marks shall remain exclusively vested in ICE Data and its affiliates and their respective Third Party Suppliers. All goodwill, if any, arising from Trial User’s (including its affiliates) use of the Indices and the ICE Data Marks shall inure solely to ICE Data. All rights not expressly granted to Trial User are reserved to ICE Data. Trial User acknowledges that Trial User does not hereby obtain any ownership of the Indices and the Index Data Services or any part thereof. Trial User agrees to exercise at least the same degree of care to preserve the confidentiality of the Indices and the Index Data Services (and related documentation) and to maintain the proprietary rights of ICE Data, its affiliates and their respective Third Party Suppliers, that it exercises to protect its own Confidential Information (as defined below) of a similar level of sensitivity, but in no event less than a reasonable level of care.

(e) ICE Data reserves the right, in its sole discretion, at any time, and without prior notice, and in accordance with ICE Data’s published policies to (i) to make adjustments to the composition or calculation method of any Index, (ii) cease to publish certain Index Data for one (1) or more of the Indices, or (iii) discontinue any Index or the dissemination of any or all of its Indices.

(f) Trial User agrees that any ideas, suggestions or specifications that are provided by or through Trial User may be freely used by ICE Data in the creation or improvement of any index or in its index-related business.

Such use by ICE Data does not grant to Trial User any right, title or interest in any index or in its index-related business. Trial User shall otherwise be free to use its ideas, suggestions and specifications.

(g) Trial User shall not take any action to register any ICE Data Marks, including the name(s) of the Indices. Trial User further agrees never to challenge, contest or question the validity of the ICE Data Marks or any related trademark registrations. Trial User agrees not to create a composition mark with, or use confusingly similar marks or trade dress to, the ICE Data Marks, or dilute the distinctiveness of any ICE Data Marks. Trial User recognizes the great value of the goodwill associated with the ICE Data Marks and will not disparage or degrade the value of the ICE Data Marks.

7. INDEMNIFICATION

Trial User shall defend, indemnify and hold harmless ICE Data, its affiliates and their respective Third Party Suppliers against all third party claims, actions, proceedings, suits and threats of the same (“Claim(s)”) against ICE Data, its affiliates or a Third Party Supplier, and pay all damages, losses, liabilities, costs, reasonable attorneys’ fees, and expense which ICE Data, its affiliates and their respective Third Party Suppliers suffer or become obligated to pay a third person arising out of or related to (i) breach of this Agreement by Trial User (or its affiliates) or (ii) use of the Indices, Index Data, Index Information or Index Data Services by Trial User (or its affiliates), except for a third party claim that the Index Data violates or infringes any trademark, copyright, license, U.S. patent, or other proprietary right of any third party, provided that Trial User (or its affiliates) is in compliance with the terms of this Agreement. Trial User’s indemnity obligations set forth in this Section 7 shall not apply to the extent that any Claim(s) against ICE Data, its affiliates or a Third Party Supplier is directly attributable to ICE Data, its affiliates or their respective Third Party Suppliers’ fraud, gross negligence or willful misconduct.

8. DISCLAIMER; LIMITATION OF LIABILITY

(a) ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH REGARD TO THE INDICES, THE INDEX DATA, THE INDEX INFORMATION, AND ANY DATA INCLUDED THEREOF. THE INDICES, THE INDEX DATA AND THE INDEX INFORMATION AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND TRIAL USER’S USE IS AT TRIAL USER’S OWN RISK.

(b) ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY WITH RESPECT TO THE ADEQUACY, ACCURACY, CORRECTNESS, TIMELINESS OR COMPLETENESS, RELIABILITY OR OTHERWISE OF THE INDICES OR THE INDEX INFORMATION. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, DO NOT WARRANT THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE INDICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

(c) IN NO EVENT SHALL ICE DATA, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES HAVE ANY LIABILITY TO TRIAL USER FOR ANY DIRECT, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIALITY

(a) During the term of this Agreement, Trial User may obtain or be given access to certain confidential or proprietary data, records, materials, information and trade secrets relating to ICE Data’s business operations, strategic plans and other confidential matters (including without limitation, the data and information comprising the Indices, Index Data Services, details of products, prices, technical specifications, other trade secrets (whether oral, written or in any other form) of ICE Data), together with any information derived from such information and analyses, compilations, studies and other material prepared by Trial User, which contain or otherwise reflect or are generated from such information) (“Confidential Information”). Such Confidential Information, including the terms of this Agreement, is of a highly sensitive nature, representing special, valuable and unique commercial assets, and its

disclosure and/or unauthorized or improper use would be materially damaging. Trial User and its affiliates and their respective officers, directors, employees, consultants and agents (“Personnel”) will hold in strict confidence and trust all such Confidential Information of ICE Data. Trial User will not, directly or indirectly, disclose any of the Confidential Information of ICE Data or make it available to any third party or use it for its benefit or the benefit of any third party, except as provided in this Agreement, or unless ICE Data authorizes and consents in writing to such disclosure. Trial User agrees not to make copies of any such Confidential Information except as required to perform its obligations hereunder or as required to comply with applicable law. Trial User will not disclose the Confidential Information to any of its Personnel, except those with a need to know for the purpose of complying with the obligations of, or for carrying out the purpose of, this Agreement and then only to the extent required. Trial User shall not have any obligations under this paragraph with respect to any information that: (a) is already known by Trial User at the time of disclosure; (b) is or becomes publicly known by Trial User without breach of this Agreement or any other agreement between the Parties; (c) is rightfully received by Trial User from a third party without restriction or breach of this Agreement or any other agreement; (d) is independently developed by Trial User without use of any Confidential Information of ICE Data; or (e) is required to be disclosed to any governmental agency or is required by any subpoena or summons, order or judicial process; provided that, unless prohibited by applicable law or regulations, Trial User shall notify ICE Data prior to immediately of any such subpoena, summons, order or judicial process and will reasonably avail themselves of all legally available confidentiality procedures to limit the scope, nature and extent of required disclosure and impose confidentiality obligations as permitted by law or regulation upon those to whom any Confidential Information is disclosed.

(b) Upon termination of this Agreement, Trial User shall, at the request of ICE Data, promptly return to ICE Data or destroy all Confidential Information provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

(c) Trial User acknowledges that ICE Data may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the person or legal entity to whom such information pertains or from which identification or contact information of an individual person or legal entity can be derived (“Personal Information”), including, but not limited to, any Personal Information relating to ICE Data, its affiliates and each of their respective customers, suppliers and personnel. ICE Data’s Privacy Policy is located at: <https://www.intercontinentalexchange.com/privacy-policy>. Where the Trial User is subject to data protection laws of the European Union (“EU”), the European Economic Area (“EEA”) and/or any Member State thereof the United Kingdom, Switzerland and/or Singapore, Trial User acknowledges and agrees that certain additional terms and conditions set out in ICE Data’s Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information may apply. Where Trial User provides Personal Information to ICE Data for purposes of providing the Services (“Trial User’s Personal Information”), ICE Data shall act as a service provider with respect to such Trial User’s Personal Information. ICE Data shall process Trial User’s Personal Information consistent with ICE Data’s Privacy Policy and unless Trial User provides prior written approval, ICE Data shall not collect, retain, use, disclose, or sell Trial User’s Personal Information for any purpose other than performing the Index Data Services pursuant to this Agreement, enabling ICE Data to meet its legal and regulatory requirements, marketing ICE Data’s products and services, or product improvement and development. Specifically with respect to Trial User or its affiliates which provide Personal Information to ICE Data that is subject to European Data Protection Laws (as defined in the Additional Terms), the Additional Terms located here https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf shall be incorporated into and form part of this Agreement and, in the event of conflict with any other terms of this Agreement, shall prevail over such terms.

10. EAR/OFAC/ANTI-SOCIAL FORCES

(a) Trial User acknowledges that the Indices and the Index Data Services and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations (EAR) and the requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Controls’ (OFAC) sanctions programs, including the Specially Designated Nationals List (collectively the “Controls”). With respect to the Indices, Index Data Services and related technical information, documents and materials provided to Trial User pursuant to this Agreement, Trial User will: (i) comply with all legal requirements established under the Controls as applicable to the Indices, Index Data Services and related technical information, documents, and materials; (ii) cooperate fully with ICE Data and its affiliates in any official or unofficial audit or inspection that relates to the

Controls and the Indices, Index Data Services and related technical information, documents, and materials; and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise enter into any transaction or engage in any other activities with, any country, territory, entity or person restricted or targeted by the Controls unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls, unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls. For the purpose of this Section 10, the term “Trial User’s Affiliate” means any entity that is controlling, controlled by or under common control with Trial User where the concept of “control” means ownership of the majority of the voting rights in the entity. Trial User further represents and warrants that as of the date of this Agreement, (x) neither Trial User, Trial User’s Affiliates nor any of their respective affiliates, subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any OFAC sanctions, and (y) Trial User is not fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, Trial User will notify ICE Data as soon as is practicable, but in any event no later than two (2) business days after it determines that any of these circumstances, as they relate to the Indices and Index Data Services, change. Notwithstanding anything to the contrary in this Agreement, ICE Data reserves the right to immediately terminate this Agreement to the extent that Trial User’s access to or use of the Index Data Services would violate the Controls.

(b) Anti-Social Forces. No Trial User organized or doing business in Japan shall be a part of Anti-Social Forces as defined below:

(i) "Anti-Social Forces" means:

1. an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or
2. a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.

(ii) Each party to this Agreement represents and warrants that it does not fall under any of the following items and covenants that it shall not fall under any of the following items:

1. It has a relationship where Anti-Social Forces are considered to be controlling its management.
2. It has a relationship where Anti-Social Forces are considered to be substantially involved in its management.
3. It has a relationship where it is considered to be using Anti-Social Forces in an improper manner (e.g., for the purpose of pursuing illicit profits for itself or a third party or for the purpose of causing damage to a third party).
4. It has a relationship where it is considered to be involved with Anti-Social Forces (e.g., providing funds or the like or furnishing benefits).
5. Its officer or a person substantially involved in its management has a relationship with Anti-Social Forces that should be the subject of social criticism.

(iii) In the event of a breach of the preceding paragraph by a party, each party shall have the right to suspend its transactions with the breaching party or terminate this Agreement immediately by a written notice without any cure period and claim for damages incurred arising out of such breach, and all obligations of the breaching party shall become due and payable immediately. The non-breaching party shall not be held liable for any damages incurred by the breaching party as a result of such suspension or termination.

11. **GENERAL PROVISIONS**

(a) The headings used in this Agreement are inserted only for convenience of reference. Such captions shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement, nor shall captions otherwise be given any legal effect.

(b) Words importing the singular number only shall include the plural and vice versa, and words importing persons shall include firms and corporations and vice versa.

(c) This Agreement does not create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any power to obligate or bind the other Party in any manner.

(d) ICE Data may unilaterally amend this Agreement at any time by publishing such revised terms on the ICE Index Platform, located at indices.ice.com and any such amendments will be prospectively binding on Trial User. Trial User's use of an Index after the date of such amendment shall constitute Trial User's ratification of, and agreement to, any such amendment.

(e) This Agreement, together with any schedules and exhibits, constitutes the entire agreement between the Parties with respect to its subject matter. Each of the Parties acknowledges that in entering into this Agreement, it has not relied on any oral or written representation, warranty or other assurance (except as referred to in this Agreement).

(f) Both Parties shall comply with applicable laws and regulations.

(g) This Agreement shall bind and inure to the benefit of each Party's successors and permitted assigns. Neither Party may assign any of its rights or obligations under this Agreement (by operation of law or otherwise) without the prior written consent of the other Party, except that ICE Data may assign this Agreement to an affiliate or successor-in-interest without obtaining consent from Trial User.

(h) The Trial User acknowledges and agrees that: (i) this Agreement is an arm's-length agreement between the Trial User and ICE Data; (ii) the Trial User is capable of evaluating and understanding the construction, purpose and use of the Index; (iii) ICE Data, in connection with the Index Data Services, any Index or any Index Data, is not acting as Trial User's financial advisor, agent or fiduciary; (iv) ICE Data is not assuming any obligation to the Trial User with respect to any Index or Index Data; (v) ICE Data is not providing any opinion on any Index; (vi) ICE Data and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Trial User and its customers and it has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (vii) ICE Data has not provided any legal, accounting, regulatory or tax advice with respect to any Index or Index Data.

(i) Trial User agrees that any Third Party Supplier of any portion of the Indices or the Index Data Services may enforce its rights against Trial User as an intended third-party beneficiary of this Agreement, even though such Third Party Supplier is not a party to this Agreement. Trial User shall, where applicable, and as required to receive certain portions of the Indices or the Index Data Services, enter into separate agreements with ICE Data, its affiliates and/or Third Party Suppliers, and Trial User's failure to comply with the provisions of this Section 11(i) shall constitute a material breach of this Agreement. Trial User acknowledges and agrees that the terms and conditions in this Agreement are in addition to any terms and conditions Trial User may be subject to pursuant to other agreements between Trial User and ICE Data, its affiliates and/or Third Party Suppliers.

(j) Neither ICE Data nor Trial User shall bear responsibility or liability for any losses arising out of any delay in or interruptions of their respective performance of their obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, the outbreak of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation, any strike, or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the Party so affected.

(k) Section 4, 5(b), 6, 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

(l) All notices are required to be given to Trial User at the email address that Trial User provided as part of the registration process and to ICE Data at the following email address: iceindices@theice.com.

(m) No breach, default, or threatened breach of this Agreement by any Party will relieve such Party or any other Party of its obligations or liabilities under this Agreement with respect to the protection of the property or proprietary nature of any property which is the subject of this Agreement.

(n) No waiver by either Party of a breach or a default under this Agreement shall be deemed a waiver by such Party of a subsequent breach or default of a like or similar nature, and resort by either Party to any remedy shall not be construed as a waiver by such Party of its right to resort to any other remedies.

(o) This Agreement shall be governed by and construed in accordance with New York law, without regard to its conflict of law provisions. Any of the appropriate courts in the State of New York ("Court"), shall have exclusive jurisdiction of any action arising out of or relating to this Agreement, and each of the Parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in either Court, or to in personam jurisdiction, provided that service is effective.

EXHIBIT A - TRIAL USER OBLIGATIONS TO THIRD PARTY SUPPLIERS

1. ICE Data Pricing & Reference Data, LLC.

Trial User's use of data provided by ICE Data's affiliate, ICE Data Pricing & Reference Data, LLC ("**PRD**") is subject to the following terms and conditions, in addition to and with precedence over any other applicable provisions of the Agreement:

(a) In the event that Trial User at any time receives data from PRD containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) Evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by PRD, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) PRD's methodologies used to provide the pricing portion of certain data may rely on evaluations; however, Trial User acknowledges that there may be errors or defects in PRD's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Trial User assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use by Trial User of evaluations and other Constituent Data provided by ICE Data, regardless of any efforts made by PRD in this respect.

(b) Trial User acknowledges that the data provided by PRD is intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities.

(c) Trial User accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any evaluations available via ICE Data, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.

(d) ICE Data Pricing & Reference Data, LLC is a registered investment adviser with the U.S. Securities and Exchange Commission. PRD makes available Part II of ICE Data Pricing and Reference Data's Securities and Exchange Commission Form ADV at website address: <https://www.theice.com/market-data/compliance/business-practices>, or upon written request of Subscriber to:

ICE Data Pricing & Reference Data, LLC Attn: Compliance Department
11 Wall Street, 23rd Floor
New York, NY 10005

2. CUSIP Global Services.

(a) Trial User agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("**CGS**") and the American Bankers Association ("**ABA**"), and that no proprietary rights are being transferred to Trial User in such materials or in any of the information contained therein. Any use by Trial User outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Trial User agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Trial User agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

(b) Trial User agrees that Trial User shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Trial User further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance

of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

(c) NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO TRIAL USER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY TRIAL USER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

(d) Trial User agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

3. Chicago Mercantile Exchange Inc.

Trial User's use of any data provided by Chicago Mercantile Exchange Inc. is subject to the following terms and conditions:

The market data is the property of Chicago Mercantile Exchange Inc. or its licensors as applicable. All rights reserved, or otherwise licensed by Chicago Mercantile Exchange Inc.