

ONLINE MASTER SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

1) Agreement Construction and Definitions.

a) The terms of this agreement (this “Agreement”) consist of: (1) these Online Master Services Agreement terms and conditions (including any and all attachments and exhibits, attached hereto) (collectively, the “General Terms and Conditions”) and (2) a Schedule making reference to this General Terms and Conditions and signed by ICE Data Services, Inc. or an Affiliate of ICE Data Services, Inc., (the “Vendor”) and the licensee identified in such Schedule (the “Licensee”).

b) In furtherance of the foregoing, for the purposes of each Schedule, the term “Vendor” as used throughout this Agreement shall mean ICE Data Services, Inc., or such Affiliate of ICE Data Services, Inc., that has entered into such Schedule, and the term “Licensee” as used throughout this Agreement shall mean Licensee that has entered into such Schedule. Each Schedule shall constitute a separate agreement between the parties executing such Schedule.

c) Certain types of Data and Services provided by Vendor have different requirements that govern such Data and Services (e.g., real-time data, hosted solutions, etc.). In the event of any inconsistency between the terms of the General Terms and Conditions and any other instrument entered into pursuant to this Agreement, then the order of interpretation shall be as follows: (1) Amendments to Schedules, if any; (2) Schedules; and (3) General Terms and Conditions.

d) Capitalized terms, wherever used in this Agreement, have the meanings given in this Agreement and the Schedule.

e) The Services provided under a Schedule have not been customized for any purpose and, except as otherwise set forth in a Schedule, are not intended to reflect the real time value of any instrument. Except as it relates to price levels passed through the Services from Third Party Suppliers, the price levels and/or other analytics shown in the Services are based on methodologies described in methodology documents provided by Vendor or an Affiliate of Vendor upon request and depend upon the particular instrument and availability of Data. **LICENSEE AND ITS USERS OF THE SERVICES MUST MAKE THEIR OWN DETERMINATION REGARDING USE OF THE DATA. THE PRICE LEVELS MAY NOT BE APPROPRIATE FOR VALUATION, FINANCIAL STATEMENT OR SIMILAR PUBLIC REPORTING PURPOSES AND MAY NOT REFLECT PRICES IN THE MARKETS IN WHICH LICENSEE TRADES. EXCEPT AS OTHERWISE SET FORTH HEREIN, VENDOR SHALL NOT HAVE ANY LIABILITY FOR USES OF THE DATA MADE BY LICENSEE, AND/OR ANY THIRD PARTY TO WHOM LICENSEE MAKES SUCH DATA AVAILABLE.** To the extent applicable, where and when using such Services, Licensee and its users of the Services should discuss the price levels and their suitability for any particular use with their valuation committees and accountants prior to use.

f) Definitions. As used in this Agreement, the terms set forth below shall have the meanings ascribed to them below:

“Advisers Act” means the Investment Advisers Act of 1940, as amended.

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with another entity, where “control” means ownership of more than 50% of the voting stock or

other equity interests of an entity, or the right to direct the management of such entity.

“Application(s)” means the specific Licensee application described in the respective Schedule(s) in which Data is authorized for use hereunder internally by the Licensee.

“Backwards Compatible Change” means a non-material change to the Services, including, but not limited to, the addition to the Services of new information, messages and/or fields using the existing formats of the Services and/or additional or enhanced Data being made available via the Services.

“Change of Control” means, with respect to any entity: (i) a transfer to a single entity or group of related entities (whether in a single transaction or a series of transactions) of more than fifty percent (50%) of the stock, assets, or other equity interests in an entity, by merger or otherwise; or (ii) a transfer of the right to direct the management of such entity.

“Commencement Date” means the specific Commencement Date identified on a Schedule, or if no Commencement Date is identified on a Schedule, the date any component of the Services first become available to Licensee under a Schedule...

“Confidential Information” means: (i) any business or technical information of Vendor, and/or its Affiliates, or Licensee, and/or its Affiliates, including, but not limited to, product plans, designs, costs, product prices, customer lists, lists of prospects, finances, marketing plans, business opportunities, personnel, research, development, trade secrets, know-how or other intellectual property; and (ii) the terms of this Agreement. The existence of this Agreement shall not constitute Confidential Information.

“Data” means the information and data contained in the Services.

“Derived Data” means data created by Licensee, in connection with Licensee’s use of the Data as permitted under the terms of any applicable Schedule, as a result of combining, processing, changing, converting or calculating the Data or any portion thereof with other data where the resultant data (i) does not bear resemblance to the underlying Data, (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third party may access the Data via the Derived Data, (iii) cannot be used in a manner which could be a source of, or a substitute for Data provided by Vendor or its Affiliates, (iv) cannot be used in whole or in part in a manner which competes with Vendor or its Affiliates; or (v) cannot be used for constructing, creating or calculating the value of any index or indexed products.

“Effective Date” means the date on which a Schedule takes effect.

“Evaluations” shall mean market-based measurements that are processed through a rules-based pricing application and represent Vendor’s good faith determination as to what the holder may receive in an orderly transaction (for an institutional round lot position

typically IMM or greater current value USD or local currency equivalent) under current market conditions. The rules-based logic utilizes standard valuation techniques that vary by asset class and maximize the use of relevant observable inputs including quoted prices for similar assets, benchmark yield curves and market corroborated inputs. Licensee acknowledges that the Data available from certain Services may include “Evaluations”. Reference may sometimes be made to Evaluations as pricing information, solely for convenience of reference.

“Force Majeure” means any delay by reason or circumstances beyond either party’s control, including, but not limited to, acts of civil or military authority, national emergencies, third party labor difficulties, fire, flood or other catastrophe, acts of God, terrorism, insurrection, war, riots, failure of transportation or power supply, communications outage, Internet outage, cyber attack, or performance (or lack thereof) of third parties.

“Intellectual Property Rights” means patents, inventions, utility models, petty patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world as of the date of the relevant Schedule referencing this Agreement or in the future.

“Non-Backwards Compatible Change” means a material change to the Services.

“Outsourcing” shall mean the practice whereby Licensee or anyone acting by, through, or on behalf of Licensee provides certain infrastructure and/or operational processes, including, without limitation, software systems or platforms, to a third party in lieu of such third party providing such infrastructure or processes itself.

“Schedule” means any schedule, however it may be titled, executed by Vendor or its Affiliate on the one hand, and Licensee on the other hand, which sets forth the business terms, as well as any additional terms and conditions governing a particular Service or Services and making reference to these General Terms and Conditions.

“Services” means the services provided by Vendor or its Affiliates to Licensee or its Affiliates as identified in the Schedules, which may include, but are not limited to, Data, hardware, software, Data access, selected or bulk delivery of Data, hosted solutions, contract programming, consulting, technical assistance and support services.

“Territory” means the region specified in a Schedule.

“Test Data” means sample data, information or software.

“Third Party Supplier” means any third party which from time to time provides Data, content, information, hardware, software, connectivity or other services to Vendor and/or its Affiliates, including, but not limited to, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers.

“Vendor Indemnitees” means Vendor, its Affiliates, and their respective Third Party Suppliers, officers, directors, employees, agents and representatives.

2) License.

a) Vendor hereby grants Licensee a limited, non-exclusive, non-transferable license to use the Services as set forth in the applicable Schedule. Unless otherwise set forth in the Schedule, Licensee may use the Services solely for its internal use solely within the Territory and solely in the department/business unit identified in the Schedule in conjunction with the specific Application(s), and/or business function(s) identified in the Schedule. Licensee acknowledges that certain Services and/or Data may be provided on Vendor’s behalf by an Affiliate of Vendor. In other circumstances, an Affiliate of Vendor may provide Data to Vendor which is incorporated by Vendor into the Service and in such cases such Affiliate shall be deemed to be a Third Party Supplier for such Service. Except as otherwise set forth in a Schedule, Licensee is expressly prohibited from using the Data to create or assist in the creation of any index. Licensee shall not use the Services, in whole or in part, in any manner that competes with Vendor or its Affiliates. Vendor reserves the right to add, delete or modify all or any portion of the Services at any time.

b) Unless otherwise expressly set forth in a Schedule, Licensee shall not:

- (i) provide the Data to, or use the Data on behalf of, any Affiliate of Licensee;
- (ii) provide any Data to any third party for use in any litigation, arbitration, mediation or similar purpose;
- (iii) use the Data to provide Outsourcing services to any third party;
- (iv) use the Data to calculate or create Derived Data;
- (v) use the Data to compile a historical database;
- (vi) provide the Data to a third party performing services for Licensee on an outsourced basis, without the prior written approval from Vendor or the applicable Affiliate of Vendor in each case, whose approval may be subject to additional terms and conditions and additional fees; or
- (vii) redistribute all or any portion of the Services.

c) Unless otherwise set forth in a Schedule, Licensee shall not use any part of the Data in conjunction with any third party application, system or model where such application, system or model already utilizes Vendor’s data, and such data is provided to Licensee from a third party that receives it from Vendor or an Affiliate of Vendor.

d) If the nature of Licensee’s service materially changes, including if the service merges or is combined with or linked to another service or product, Licensee shall provide Vendor with at least ninety (90) days’ prior written notice and Vendor shall have the right to terminate the applicable Schedule or to prohibit distribution of the Services via such modified product or service.

e) To the extent applicable, Licensee shall, at no cost to Vendor, display/include such copyright, disclaimer and other notices as Vendor may reasonably require on each screen display/display page of Licensee’s service that includes any of the Services, and in all user manuals supplied with the service (if any), and display such other notices as Vendor may reasonably require in connection with the dissemination of the Services. Licensee shall not alter, modify, remove or otherwise revise any part of the copyright, disclaimer, or other required notices.

f) Licensee shall maintain adequate security precautions, consistent with then-current industry standards, to avoid all unauthorized access to or distribution of the Services, including, among other things, the use of a secure server, protective firewalls, and password protected user IDs.

g) Any rights not expressly granted herein or in a Schedule are reserved by Vendor.

3) Fees.

a) All fees set forth on the Schedules shall be due and payable within thirty (30) days of receipt of Vendor's invoice(s) for the Services(s) without set off. If Licensee does not provide Vendor written notice of its dispute of any amount in an invoice within six (6) months of its receipt of the invoice, Licensee shall be deemed to have waived any dispute related to such invoice. Unless otherwise set forth in a Schedule, fees shall begin to accrue as of the Commencement Date. Without limiting any other rights or remedies of Vendor hereunder, in the event Licensee fails to fulfill its payment obligations, Vendor reserves the right to suspend the Services without further notice.

b) Vendor prefers payment by automated clearing house (ACH). Check or wire transfer are also acceptable methods of payment; Vendor does not accept payment by credit card.

c) If Licensee fails to pay any fees when due, Licensee shall pay Vendor interest on the outstanding amount at the rate of one and one half percent (1.5%) per month (or if less, the maximum amount permitted by applicable law). Vendor's right to receive interest as set forth above shall not be construed to limit Vendor's right to recover damages from Licensee due to Licensee's failure to pay the applicable fees, nor any other rights of Vendor under the Agreement and/or Schedule, as applicable.

d) Not more than once during any calendar year, all fees are subject to change by Vendor; provided that Vendor gives Licensee at least thirty (30) days' prior written notice. Notwithstanding any other provision of this Agreement, Vendor reserves the right to pass through to Licensee any Third Party Supplier change in cost at any time as required by such Third Party Supplier, provided that Vendor shall use commercially reasonable efforts to give Licensee as much advanced written notice of such change in cost as is reasonably practicable.

e) In addition to the fees, Licensee shall pay all applicable taxes, exchange fees, or amounts equal to all taxes, however designated or levied, based on Vendor's fees, the Services provided hereunder, or otherwise arising out of this Agreement, exclusive of taxes based on Vendor's net income. In the event Vendor does not collect sales tax in the state to which the Services are delivered, Licensee is responsible for assessing and, if applicable, remitting to the relevant state the required amount as a use tax.

f) Failure by Licensee to fulfill its payment obligations when due shall constitute a material breach hereunder.

4) Term and Termination.

a) This Agreement shall commence as of the Effective Date of the Schedule and shall continue in effect thereafter for as long as the Schedule entered into pursuant to this Agreement remains in effect.

b) Each Schedule shall remain in effect for the initial term and renewal terms set forth in such Schedule, until terminated effective as of the end of the initial or then-current renewal term, upon the number of days' notice specified in the Schedule. If no such notice period is specified in a Schedule, then the Schedule shall automatically renew for additional one (1) year terms unless either party provides not less than sixty (60) days' notice of termination to the other, such termination to take effect at the end of the then current term.

c) Either party may terminate this Agreement with immediate effect in the event of a material breach by the other party which remains

uncured for a period of thirty (30) days after receipt of notice of default. In addition to the foregoing, in the event of Licensee's material breach of Section 2 of the General Terms and Conditions, or any breach of a license granted in this Agreement, Vendor may suspend the applicable Service(s) without notice and without prejudice to any further right or remedy Vendor may have if, in Vendor's reasonable judgment, a failure to suspend will cause serious damage to Vendor.

d) Either party may terminate this Agreement immediately in the event that the other party makes any assignment for the benefit of creditors, files a petition under the bankruptcy laws of any jurisdiction, is the subject of an involuntary petition under the bankruptcy laws of any jurisdiction which has not been dismissed within sixty (60) days after filing, has appointed a trustee or receiver for its property or business, is adjudicated bankrupt or insolvent or admits in writing its inability to pay debts as they become due or its balance sheet insolvency. If Vendor has the right to terminate under this Section 4(d), Vendor may suspend any or all of the Services without prejudice to any further right or remedy Vendor may have.

e) Upon termination of this Agreement or of Licensee's license to use the Services, Licensee will cease all use of the Services and promptly delete or destroy all copies it may have of the Data and any software or security keys Licensee may have received from Vendor, except to the extent Licensee is required to retain portions of the Data for regulatory document retention and archival purposes provided no productive use can be made of the Data. Upon Vendor's request, Licensee shall produce written certification by an officer of Licensee that the Data and software have been purged from Licensee's computer systems, and that all copies or portions thereof, along with any security keys, have been destroyed.

5) NO WARRANTIES; LIMITATION OF LIABILITY.

a) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE, AS TO THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE, AND AS TO THE PERFORMANCE THEREOF. NEITHER VENDOR, ITS AFFILIATES NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF.

b) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN THE SERVICES. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE OF, OR ANY DECISIONS MADE IN RELIANCE OF THE SERVICES IS AT LICENSEE'S OWN RISK. FURTHER, VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSEE BY THIRD PARTIES, EXCEPT IN CONNECTION WITH VENDOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ANY LIABILITY IN CONNECTION WITH LICENSEE'S BREACH OF

THE LICENSE GRANT IN AN APPLICABLE SCHEDULE(S), AND/OR THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL VENDOR, ITS AFFILIATES, THEIR THIRD PARTY SUPPLIERS, LICENSEE OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

d) WITHOUT LIMITING THE PROVISIONS OF SECTION 5(a)-(c) ABOVE, EXCEPT FOR ANY INCIDENTS CAUSED BY VENDOR'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF VENDOR, ITS AFFILIATES, OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE MONTHLY RECURRING FEES PAID BY LICENSEE UNDER THE APPLICABLE SCHEDULE FOR THE SERVICE IN QUESTION FOR THE MOST RECENT SIX (6) MONTHS PRIOR TO THE TIME SUCH LIABILITY AROSE, EXCLUDING ONE-TIME FEES, THIRD PARTY SUPPLIER FEES, THIRD PARTY HARDWARE PURCHASE FEES AND TAXES. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

e) LICENSEE ACKNOWLEDGES THAT THERE MAY BE ERRORS OR DEFECTS IN THE SOFTWARE, DATABASE OR METHODOLOGY USED TO GENERATE PRICING, EVALUATIONS AND ANALYTICS PROVIDED BY VENDOR AND/OR ITS SUPPLIERS WHICH MAY CAUSE THEM TO BE INAPPROPRIATE FOR USE BY THE LICENSEE IN CERTAIN APPLICATIONS. ACCORDINGLY, LICENSEE AGREES TO ASSUME ALL RESPONSIBILITY FOR EDIT CHECKING AND EXTERNAL VERIFICATION OF PRICING, EVALUATIONS AND ANALYTICS, AS WELL AS THEIR APPROPRIATENESS FOR USE BY LICENSEE REGARDLESS OF ANY EFFORTS MADE BY VENDOR AND/OR ITS SUPPLIERS IN THIS REGARD. LICENSEE FURTHER ACKNOWLEDGES THAT USERS OF THE DATA MUST MAKE THEIR OWN DETERMINATION REGARDING THE USE OF SUCH DATA.

f) LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED TO SUPPLY FINANCIAL, ACCOUNTING, TAX, COMMODITY TRADING, OR LEGAL ADVICE, OR ADVICE REGARDING THE FUTURE VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, COMMODITY INTEREST, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY.

6) Licensee Indemnification.

Except with respect to third party claims due to Vendor's fraud, or willful misconduct, and intellectual property infringement matters for which Vendor must indemnify Licensee pursuant to Section 7 below, Licensee will indemnify the Vendor Indemnitees from and against any and all losses, damages, liability, costs (including reasonable attorney's fees) and expenses, resulting directly or indirectly from any claim or demand against the Vendor Indemnitees by a third party relating to the Services received from Vendor (or through a third party if set forth in a Schedule) or any data, information, service, report, analysis or publication derived therefrom. Notwithstanding the foregoing, Licensee shall not, without the prior written consent of the Vendor Indemnitees, which shall not be unreasonably withheld, accept any settlement or compromise or

consent to any entry of judgment, with respect to any claim that: (i) subjects the Vendor Indemnitees to liability of any kind, including, but not limited to, injunctive or other equitable actions or orders of any kind; and/or (ii) does not include as an unconditional term thereof, the delivery by the claimant or plaintiff of a written release that releases the Vendor Indemnitees from all liability in respect of such claim.

7) Vendor Indemnification.

a) Licensee acknowledges that: (i) portions of the Data, information and other components of the Services are provided to Vendor by the Third Party Suppliers; and (ii) all Intellectual Property Rights in the Services are the property of Vendor, its Affiliates, the Third Party Suppliers or other third party licensors, and nothing contained herein shall be construed so as to transfer any such rights to Licensee.

b) If any action is instituted against Licensee alleging that the Services or a portion thereof (other than any portion of the Services covered in Section 7(d)) infringe upon the copyright or trademark of a third party, or upon a third party patent valid in the United States, Canada, or in a member state of the European Patent Organization, Vendor will pay damages attributed to such claim; provided that:

(i) Vendor, at its option, shall have sole authority to defend or settle such claim;

(ii) Licensee promptly notifies Vendor of such action and gives Vendor all information and assistance (at Vendor's expense) necessary to defend or settle such claim;

(iii) such claim does not arise out of the unauthorized use or modification of the Services, the combination of all or part of the Service with data, products or technology not supplied by Vendor or use of a version of the Services other than the most recent version; and

(iv) any costs for which Licensee seeks indemnification were incurred with Vendor's prior written authorization except for de minimus costs incurred by Licensee with outside counsel in determining whether to bring the claim to Vendor for Vendor's defense under this Section 7.

c) If such claim has occurred, or in Vendor's opinion is likely to occur, Vendor may, at its election and expense, either obtain for Licensee the right to continue using the Service(s) at issue, or replace or modify the Service(s) so that it/they become(s) non-infringing; provided, that, if none of the foregoing alternatives are reasonably practicable, as determined by Vendor in its sole discretion, Licensee shall discontinue use of the affected Services (which may be removed by Vendor at its option) and receive a prorated refund of any prepaid fees for such Services.

d) Notwithstanding anything set forth in Section 7(b), to the extent any portion of the allegedly infringing Services is obtained from a Third Party Supplier, Vendor's indemnification obligations under this Section 7 shall be: (i) contingent upon Vendor receiving indemnity from the relevant Third Party Supplier; and (ii) limited by the amount Vendor recovers from the relevant Third Party Supplier in proportion to other claims (actual or potential) arising out of the alleged infringement.

e) This Section 7 sets forth the entire warranty by Vendor and the exclusive remedy of Licensee against Vendor for any third party patent, copyright or other proprietary right infringement claims and any liability of Vendor shall be subject to the limitations set forth in Section 5.

8) Confidential Information.

a) Each party shall preserve the Confidential Information of (or pertaining to) the other party and will not disclose any Confidential Information to any third party without the prior written consent of the other party, except if required by law, rule, regulation, regulatory request or judicial order, provided that, unless prohibited by applicable law, the party disclosing Confidential Information under such circumstances shall give the other party reasonable notice and a reasonable opportunity to protect its interests in the Confidential Information prior to making such disclosure.

b) Neither party shall be liable for the disclosure of any Confidential Information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by a party prior to its receipt from the other; (iii) is independently developed by a party without use of any Confidential Information provided by the other; or (iv) becomes known to a party from a source other than the other party without breach of the first party's obligations under this Agreement. Licensee agrees that Vendor's disclosure to Third Party Suppliers of (x) the existence of this Agreement and/or (y) the terms and conditions governing the availability of the Data to Licensee and/or its clients, as applicable, shall not constitute a breach of the confidentiality provisions of this Agreement to the extent such disclosures are made by Vendor to satisfy Vendor's obligations under its agreements with such Third Party Suppliers.

c) Licensee expressly acknowledges that the Services are prepared by Vendor and/or the Third Party Suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. Licensee shall honor and comply with all reasonable requests to protect the contractual, statutory and common law rights of Vendor and the Third Party Suppliers in the Services and shall promptly notify Vendor of any potential or actual infringement of such rights.

d) **Personal Data.** The party receiving Confidential Information (the "Receiving Party") acknowledges that the party disclosing Confidential Information (the "Disclosing Party") 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 Data"), including, but not limited to, any Personal Data relating to the Disclosing Party, the Disclosing Party's Affiliates and each of their respective customers, suppliers and personnel. Where the parties are subject to data protection laws and regulations and where Personal Data is transacted between the parties, certain additional terms and conditions set out in Intercontinental Exchange's Privacy Policy Intercontinental Exchange's Privacy Policy located here: <https://www.intercontinentalexchange.com/privacy-policy> and Additional Terms are applicable to this Agreement. 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. In the event of a conflict with any other terms of the Agreement, the Additional Terms shall prevail.

9) Third Party Suppliers.

a) This Agreement is subject to the requirements and policies of the applicable Third Party Suppliers which may be imposed and updated by such Third Party Suppliers from time to time, including, but not limited to, reporting requirements and the clauses set forth on Attachment A hereto. Licensee shall have sole responsibility for

complying with all applicable Third Party Supplier requirements which are imposed on Licensee, and neither Vendor nor any of its Affiliates shall bear any responsibility for any fees or other requirements that may be imposed on Licensee by any Third Party Supplier, except as otherwise expressly specified in a Schedule. Licensee shall be responsible for the payment of all applicable Third Party Supplier fees that are billed either to Vendor or directly to Licensee by the Third Party Suppliers that result from Licensee's (and as applicable its clients') use of the Services, together with any related administrative costs of Vendor.

b) Licensee acknowledges that where access to some Data is subject to the approval of the applicable Third Party Supplier, Vendor may not be able to supply such Data until such approval is granted. Licensee further acknowledges that it may be required to enter into and maintain direct agreements (including the payment of licensing fees) with the Third Party Suppliers for the receipt of certain Data from Vendor. Where any Third Party Supplier requires Licensee to enter into such an agreement, Licensee shall, upon written request of Vendor, supply a copy of such agreement to Vendor, and Vendor shall not be obligated to provide the Service or Data until it receives the applicable agreement or confirmation from the relevant Third Party Supplier that Licensee is duly licensed. In addition, in the event of any termination of Licensee's agreement with the Third Party Supplier, Licensee shall notify Vendor immediately and Vendor may suspend or terminate access to the relevant Data.

c) Vendor's ability to grant Licensee rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by Vendor from its Third Party Suppliers pertaining to the Services remaining in full force and effect. In the event that certain of Vendor's rights, titles, licenses, permissions or approvals pertaining to the Services from its Third Party Suppliers are altered, cancelled, terminated, rescinded or not renewed, or whenever the terms of its agreements with the applicable Third Party Suppliers require such discontinuance: (i) Licensee's (and, as applicable, its clients') rights to use the affected portions of the Services may be subject to change or termination, including, in some cases, automatic termination and (ii) Vendor may alter or terminate provision of Data or that portion of the Services that relates to such discontinuance. In each such instance neither Vendor nor the applicable Third Party Supplier shall have any liability other than for Vendor to make a pro-rata refund to Licensee of any fees that have been prepaid.

10) Audit.

Licensee agrees to keep complete and accurate books, records and related documentation concerning the use and distribution of the Data. Vendor and/or the Third Party Suppliers, either directly or through a third party independent auditor, are hereby granted the right to, upon reasonable notice: (i) audit and examine Licensee's books, records and applicable computer equipment, devices, components, transmission equipment and software used by Licensee in connection with the installation, maintenance, accessing, delivery, transmission, reception, retrieval or use by Licensee and its clients (as applicable) of the Services; and (ii) observe, operations conducted by Licensee relating to the use and distribution of the Data. This right will be exercised by Vendor not more than once during any twelve (12) month period, upon reasonable prior written notice to Licensee, during normal local business hours, and pursuant to any reasonable security or confidentiality provisions at Licensee's request. All such audits shall be conducted at Vendor's sole expense, unless an audit by Vendor reveals (x) a material variance in the use and distribution of the Services from the use and distribution contemplated by this Agreement and/or the applicable Schedule(s), and/or (y) an underpayment by Licensee of five percent (5%) or more of the fees payable pursuant to the applicable Schedule in which case Licensee shall be liable to Vendor for all reasonable audit expenses

incurred by Vendor. Licensee shall also be liable for any unauthorized use or distribution of the Services discovered during such audit.

11) Licensee Mergers, Acquisitions and Reorganizations.

a) If any business (whether or not incorporated) not covered by this Agreement becomes, as a result of a merger, acquisition or reorganization with Licensee, an Affiliate, division, group or business of Licensee during the term of this Agreement, such business may not use any Services prior to the execution of a Schedule (or amendment of an existing Schedule) to cover its use of the Services, including the payment of fees. If no reasonable agreement can be reached, such business shall have no right to use the Services delivered to Licensee.

b) If Licensee divests itself of a company or business unit, in whole or in part, and that business unit used and/or distributed the Services pursuant to the terms of a Schedule, Licensee may not provide the Services for any transition period to the divested business unit or use any of the Services for the benefit of the divested business unit prior to the execution of a Schedule (or amendment of an existing Schedule) between Vendor and Licensee to cover use of the Services by Licensee for the benefit of such divested business unit, including the payment of fees. Licensee shall provide Vendor written notice within thirty (30) days of the completion date of such divestiture. Licensee's notice shall also specify the nature and extent of the divested business unit's use and/or distribution of the Services. As of the completion date of such divestiture or any such transition period, if applicable, the divested business unit shall no longer be entitled to access or use any part of the Services unless it has entered into an appropriate agreement directly with Vendor.

12) Publicity.

Except as set forth in a Schedule or in connection with Vendor's obligation to disclose to Third Party Suppliers, neither party shall publicize (whether in promotional, marketing or subscription materials, or in registration statements and/or prospectuses) the fact that Vendor provides Data to Licensee and/or Licensee's clients, provided that either party may disclose the terms and conditions of this Agreement in summary form in connection with the sale or transfer of all or substantially all of its assets or its regulators.

13) Assignment.

a) No assignment of Licensee's rights or obligations under this Agreement may be effectuated without the prior written consent of Vendor, which shall not be unreasonably withheld or delayed unless the assignee is a competitor or customer of Vendor or its Affiliates in which case Vendor may withhold its consent in its sole discretion. Any attempt to assign or transfer this Agreement without consent shall be null and void. Subject to the foregoing, this Agreement and instruments hereunder shall be binding upon the parties hereto and their permitted successors and assigns. Licensee acknowledges and agrees that a transfer by operation of law or otherwise of Licensee's interest in this Agreement and a Change of Control affecting Licensee shall constitute a deemed assignment requiring Vendor's consent. Vendor may, upon written notice to Licensee and without obtaining any further consent from Licensee, assign, delegate, transfer, or novate this Agreement in whole or any of its rights and/or obligations under this Agreement to any of its Affiliates or to any other third party.

b) Notwithstanding the foregoing, there may be no assignment (as that term is defined in the Advisers Act) of this Agreement that relates to regulated Services, provided by Vendor's Affiliate, ICE Data Pricing & Reference Data, LLC, without obtaining the prior consent of Licensee. Licensee will be deemed to have consented to the assignment if it does not object in writing to the assignment which

objection must be received by Vendor no later than thirty (30) days following Licensee's receipt from Vendor of a written notification describing the assignment.

14) Notices.

a) Unless otherwise notified in writing, and except as otherwise set forth herein, (i) in the case of Vendor, notices required under this Agreement shall be sent to Vendor via the applicable e-mail address set forth in this Section and (ii) in the case of Licensee, notices required under this Agreement shall be sent to Licensee via the e-mail address designated by Licensee. Notices shall be deemed delivered one (1) business day following the day sent via email.

b) Licensee hereby agrees that all notices, requests for consent, reports, disclosures and other information required to be provided under federal securities laws including, but not limited to, delivery of ICE Data Pricing & Reference Data, LLC's brochure as required under the Advisers Act may be delivered by Vendor electronically. Such communication may be delivered to Licensee by any of the following means: (1) by email to an email address provided by Licensee to Vendor; (2) by sending Licensee an email that includes a hyperlink to the address on the Internet where the information is posted, and can be read and printed; and (3) by sending Licensee a notice that directs Licensee to an address on the Internet where the communication is posted and from which it can be read and printed. Such delivery shall be deemed an effective delivery for the purposes of the federal securities laws, including the Advisers Act, whether or not Licensee actually accesses or reviews the communication. Notwithstanding Licensee's consent to electronic delivery, Vendor may elect to deliver communications by other means which shall not affect such consent. Licensee shall notify Vendor of any change to the email address specified for receipt of electronic delivery of documents under this Section 14(b). Licensee may revoke this consent to electronic delivery of communications at any time and receive documents in paper format within reasonable time from receipt of such notice by Vendor. In furtherance of the foregoing, in the event Licensee receives Services from ICE Data Pricing & Reference Data, LLC, Licensee acknowledges receipt of ICE Data Pricing & Reference Data, LLC's Form ADV Part 2A located at website address: <https://www.theice.com/market-data/compliance/business-practices>, or other customer disclosure brochure before or at the time of entering into this Agreement.

c) Email for Service cancellation Notices pursuant to this Section 14:

- To Sales-ICEDataServices-EMEAServiceCancellations@ice.com
With a copy to Legal-ICEDataServices-UK@ice.com
where the Services are provided in the EMEA region;
- To Sales-ICEDataServices-APACServiceCancellations@ice.com
With a copy to Legal-ICEDataServices-AP@ice.com
where the Services are provided in the Asia Pac region;
- To Sales-ICEDataServices-NAServiceCancellations@ice.com
With a copy to Legal-ICEDataServices-Contracts@Ice.com
where the Services are provided in all other jurisdictions, including the US.

- 14:
- d) Email for all other Notices to Vendor pursuant to this Section
- to Legal-ICEDataServices-UK@ice.com where the Services are provided in the EMEA region;
 - to Legal-ICEDataServices-AP@ice.com where the Services are provided in the Asia-Pac region;
 - to Legal-ICEDataServices-Contracts@Ice.com where the Services are provided in all other jurisdictions, including the US.

15) Change in Services.

a) Vendor may from time to time introduce Backwards Compatible Changes to the Services without notice to Licensee.

b) Vendor may introduce Non-Backwards Compatible Changes to the Services upon at least sixty (60) days' prior written notice to Licensee. In the event such Non-Backward Compatible Changes materially and adversely impact functionality of the Services, Licensee may terminate the affected portion of the Services by providing written notice to Vendor no later than thirty (30) days following Licensee's receipt of Vendor's notice of such Non-Backward Compatible Change. For the avoidance of doubt, such termination shall not take effect prior to the date such changes are implemented by Vendor.

c) Vendor has the sole discretion to determine the editorial content of the Services, as applicable, which may be changed by Vendor from time to time. Licensee shall not make any editorial, formatting or other changes in the Services unless expressly authorized in advance in writing by Vendor. Notwithstanding the foregoing, Licensee may, for formatting purposes only, include such codes, tags, instructions and other technical applications as may be necessary or desirable to make the Services compatible with the database structure, search logic, or other formatting arrangement of Licensee's service.

d) To the extent any changes to the Services result from requirements of Third Party Suppliers or other third parties, Vendor will use commercially reasonable efforts to provide Licensee with as much notice as is reasonably practicable under the circumstances, based on the notice received by Vendor in such cases.

e) Notices of technical changes and similar matters contemplated herein shall be delivered to Licensee via e-mail. Vendor recommends that Licensee establish a Vendor-specific mailbox for receipt of technical notices (e.g., idcotech@xyzco.com), but in any event, Licensee is responsible for providing Vendor with an active mailbox for delivery of technical notices.

16) Testing of Additional Services.

a) From time to time Licensee may desire to test and evaluate certain additional Services and/or expand the scope of a Service to which Licensee already subscribes (e.g., increasing the frequency of delivery or receiving a new Service). Vendor is willing to provide the Test Data to Licensee at no charge for a limited period of time (in no event to exceed thirty (30) days), in a mutually satisfactory form and frequency, provided that:

b) Licensee will use the Test Data solely for the purpose of evaluating the Test Data and Vendor's Services within Licensee's own organization and not for redistribution to any third party, or for any productive purpose. Vendor may, in its sole discretion, discontinue providing such Test Data at any time without notice.

c) The Test Data, and the results of any test using the Test Data, constitute Intellectual Property Rights hereunder, and the provisions of Sections 1, 4-9, 10 and 15 hereof shall apply to the use of the Test Data.

Upon Vendor's request, and in any event after the expiration or termination of the test, Licensee shall cease all use of the Test Data and purge the Test Data and any copies thereof from its computer system. If the Test Data is delivered in a fixed medium, Licensee shall return the Test Data to Vendor or destroy such fixed medium. In any event, upon Vendor's request, Licensee shall produce written certification by an officer of Licensee that the Test Data has been purged from Licensee's computer systems, and/or that all copies or portions thereof, have been destroyed

d) In certain instances, it may be necessary for the parties to execute a test agreement with additional terms and conditions applicable to the Test Data.

17) Miscellaneous.

a) Entire Agreement. The General Terms and Conditions, any addenda thereto, and the Schedules constitute the entire understanding of the parties with respect to the Services and supersede all prior or collateral agreements, or understandings regarding the Services. Except as expressly set forth in this Agreement, no waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby.

b) Governing Law; Jurisdiction. If the Schedule is signed by Vendor or its Affiliate with a registered address: (i) in the Americas region, then this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflict of law and the parties agree that the courts located in the State of New York shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement notwithstanding the presence of multiple defendants or the introduction of third parties, even for urgent proceedings, appraisals or conservation measures by expedited procedure or by filing a petition, and, for such purposes irrevocably submits to the jurisdiction of the courts located in the State of New York. or (ii) outside the Americas region, then this Agreement shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement notwithstanding the presence of multiple defendants or the introduction of third parties, even for urgent proceedings, appraisals or conservation measures by expedited procedure or by filing a petition, and, for such purposes irrevocably submits to the jurisdiction of the English courts. The official text of this Agreement shall be in the English language.

c) Partial Invalidity. Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

d) Third Party Beneficiaries. Licensee understands and acknowledges that this Agreement confers third party beneficiary status on the Third Party Suppliers. Each Third Party Supplier may enforce this Agreement against Licensee as to matters under this Agreement that pertain to it, by legal proceeding or otherwise, and may likewise proceed against any person that obtains Data other than as permitted herein or in a Schedule. For jurisdictions outside of North America, the following shall apply for this section: Licensee understands and acknowledges that this Agreement confers third-party beneficiary status on the Third Party Suppliers. Each Third Party Supplier may enforce this Agreement by virtue of the United Kingdom's Contracts (Rights of Third Parties) Act 1999, against Licensee as to matters under this Agreement that pertain to it, by legal

proceeding or otherwise, and may likewise proceed against any person that obtains Data other than as permitted herein or in a Schedule.

e) Headings, Gender and Number. The headings used herein will not affect the interpretation of these terms and conditions. The singular shall include the plural and vice versa, and a reference to one gender shall be deemed to be a reference to any gender.

f) Force Majeure. Neither party, nor the Third Party Suppliers, shall be liable for damages or penalties in the event their performance hereunder is impaired or prevented as a result of events of Force Majeure, provided that if the event of Force Majeure continues for more than three (3) months, either party may cancel any affected Service immediately upon written notice to the other party.

g) Waiver. Failure by any party to exercise any right or remedy under the Agreement will not signify acceptance of the event giving rise to such right or remedy nor will it constitute a waiver of such right or remedy.

h) Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between Licensee and Vendor. Neither party shall have authority to act on behalf of or bind the other party in any way.

i) Investment Adviser Status of ICE Data Pricing & Reference Data, LLC. ICE Data Pricing & Reference Data, LLC is a registered investment adviser with the U.S. Securities and Exchange Commission. In the event Licensee receives Services from ICE Data Pricing & Reference Data, LLC, Licensee acknowledges receipt of ICE Data Pricing & Reference Data, LLC's Form ADV Part 2A located at website address: <https://www.theice.com/market-data/compliance/business-practices>, or other customer disclosure brochure before or at the time of entering into this Agreement.

j) Compliance with Laws. Each party will comply with all applicable international, national, state/provincial and local laws, regulations, ordinances, and codes, including, but not limited to, the United States Foreign Corrupt Practices Act and any applicable anti-bribery laws, and applicable economic or trade sanctions, export controls and securities laws, now or hereafter in effect.

k) Amendment. Vendor may amend the General Terms and Conditions from time to time upon giving notice of any such amendment to the Licensee by posting amendments on the Vendor's website at: https://www.ice.com/publicdocs/data/ICE_Online_Master_Services_Agreement.pdf or sending email notice to the Licensee, and any such amendments will be prospectively binding on the Licensee effective ten (10) days from the date of such posting. Notwithstanding the foregoing, with respect to any such amendments that are likely to materially and adversely affect Licensee or its rights or obligations under an Agreement, (i) Vendor will provide thirty (30) days' prior notice, by email to the Licensee or by other direct communication with Licensee and (ii) Licensee, within thirty (30) days from the date of the notification of such amendment, provide Vendor with no more than three (3) months' written notice of Licensee's termination of the Agreement. In the absence of any Licensee notice of termination, Licensee's use of the applicable Services after the effective date of any such amendment shall constitute the Licensee's ratification of, and agreement to, any such amendment.

l) In addition, and to the extent applicable based upon the Services subscribed to by Licensee, the following provisions relating to Export Restriction shall apply:

Export Restriction. Licensee acknowledges that the 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 Services and related technical information, documents and materials provided to Licensee pursuant to this Agreement, Licensee will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with Vendor in any official or unofficial audit or inspection that relates to the Controls; 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 or person restricted or targeted by the Controls, unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls. Licensee further represents and warrants that as of the date of the relevant Schedule, (x) neither Licensee, Licensee'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) Licensee 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, Licensee will notify Vendor as soon as is practicable, but in any event no later than forty-eight (48) hours after it determines that any of these circumstances change. Notwithstanding anything to the contrary in this Agreement, Vendor reserves the right to immediately terminate this Agreement to the extent that Licensee's access to or use of the Services would violate the Controls.

m) Counterparts. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

n) Attribution. Licensee shall provide Vendor with such attribution as the source of the Data as Vendor may reasonably require from time to time.

o) Survival. The provisions of Sections 1, 3(c), 3(d), 4(e), 5, 6, 8, 10, 12, 14, 17 and Licensee's unsatisfied payment obligations shall survive any termination or expiration of this Agreement.

ATTACHMENT A

Required Third Party Supplier Clauses

1) CUSIP Global Services

Licensee 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 Licensee in such materials or in any of the information contained therein. Any use by Licensee outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Licensee 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, Licensee 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.

Licensee agrees that Licensee 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. Licensee 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.

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 LICENSEE 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 LICENSEE 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.

Licensee agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

2) Euronext N.V.

To the extent Licensee receives intraday Euronext Data via a Service(s), the terms and conditions of the Euronext Subscriber Terms and Conditions attached within the Euronext Market Data Agreement (EDMA) section of the following web address shall apply to such Data:

<https://connect2.euronext.com/data/market-data-agreements>

EXHIBIT 1

ADDITIONAL TERMS AND CONDITIONS FOR REDISTRIBUTION

This Exhibit 1 shall apply only to the Services provided under the Schedule(s) where Licensee is expressly granted a redistribution license with regard to such Services.

Therefore, the parties hereto agree as follows:

1. Definitions:

As used in these Additional Terms and Conditions For Redistribution, the terms set forth below shall have the meanings ascribed to them below:

a) **“Approved Product”** means the product of the Licensee specified in the Schedule (if any) in which the Licensee is hereby authorized to incorporate the Data and redistribute it to Clients (if applicable as specified in the Schedule(s)).

b) **“Client”** means a natural person, or a corporation, partnership, limited liability company, trust, governmental authority or other legal entity that is receiving Data from Licensee under the applicable Data Agreement.

c) **“Data Agreement”** means a click-through or written agreement that: (i) restricts the Client’s use of the Data in a manner that is consistent with the rights granted to Clients in the applicable Schedule; (ii) acknowledges Vendor’s and its Third Party Suppliers’ proprietary rights in the Data; (iii) includes provisions substantially similar to those set forth on Exhibit 1-A hereto; and (iv) includes the language set forth on Exhibit 1-B in the event any Client will or may receive Data including Evaluations and/or analytics.

2. Each Client must be a licensee of an Approved Product and must enter into a Data Agreement with Licensee prior to receipt of any Data. Vendor reserves the right to require Licensee to immediately suspend delivery of Data to a Client in the event Vendor determines in good faith that the Client is exceeding the scope of its license or is otherwise misusing the Data.

3. Licensee shall provide to Vendor such IDs, passwords, login or sign-on credentials as may be necessary to enable Vendor to access the Services via Licensee’s services. Such access shall be provided without charge for the duration of the applicable Schedule (including all renewals thereof) and shall be used only by authorized employees of Vendor for purposes of ensuring the integrity of the Services, to diagnose and evaluate the manner in which the Services are distributed over Licensee’s service, to confirm that the presentation of the Services is in compliance with the terms of the Agreement and Schedule, and for testing and troubleshooting purposes.

4. Upon any termination of the Agreement, Licensee shall promptly (i) discontinue all efforts to cause new Clients to subscribe to the Approved Product for use in connection with the Data, and (ii) shall cause all existing Clients to cease using the Data in connection with the Approved Product.

5. Subject to applicable Third Party Supplier rules and payment of any applicable Third Party Supplier fees, Licensee may, for no additional consideration, make the Data available to qualified potential Clients for a period of not more than thirty (30) days to permit potential Clients to evaluate the Data and the Approved Product; provided, however, that prior to making the Data available to any potential Client, the potential Client must enter into a nondisclosure or similar agreement with Licensee which (a) protects Vendor and the Third Party Suppliers to substantially the same degree as the Agreement and the Data Agreement, and which restricts the potential Client’s use of the Data to internal evaluation for purposes of determining whether the potential Client desires to enter into agreements with Licensee for ongoing access to the Data via the Approved Product; (b) contains a covenant on the part of the potential Client to the effect that the Data shall not be used by the potential Client for commercial gain; and (c) provides that neither Vendor nor any of its suppliers and their respective affiliates and third party licensors shall (i) have any liability for errors, omissions, malfunctions or faults in the Services delivered via the Approved Product or (ii) be liable for any loss, cost, damage, injury or expense which any potential Client sustains or suffers, directly or indirectly, arising from or relating to its use of the Services.

6. Licensee is prohibited from redistributing CUSIP standard numbers, CUSIP standard descriptions, CSB ISINS, CINS or other information about financial securities provided by Standard & Poor’s Financial Services LLC, acting by and through CUSIP Global Services (“CGS”) unless Vendor receives the prior written consent of CGS.

7. Compliance with Anti-Corruption Laws and OFAC.

a) Licensee agrees that it will comply with all applicable anti-corruption laws or regulations of any jurisdiction (“Anti-Corruption Laws”). In addition, irrespective of whether it is legally subject to the United States Foreign Corrupt Practices Act (“FCPA”) or the UK Bribery Act, Licensee will comply with both the FCPA and the UK Bribery Act as though it is legally subject to such acts.

b) In connection with the activities conducted on behalf of or involving Vendor, Licensee will take no action and make no payment or receive any payment in violation of, or which might cause Licensee or Vendor to be in violation of the FCPA, the UK Bribery Act or any applicable Anti-Corruption Laws. More specifically and without limiting any of the foregoing:

(i) Licensee represents and warrants that it is not a government official or employee of a foreign government official or foreign political party or affiliated with any government official.

(ii) Licensee will not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or any other person or entity for the purpose of obtaining or retaining business or an improper advantage for Vendor or for any other purpose prohibited by the FCPA, the UK Bribery Act or any applicable Anti-Corruption Law.

(iii) Licensee will not make facilitation or “grease” payments.

(iv) Licensee will neither receive nor make any payments or transfers of value which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

c) Licensee is not authorized to and will not act as an agent of Vendor with any foreign government official as that term is defined in the FCPA or with any foreign public official as that term is defined in the UK Bribery Act. Licensee represents and warrants that to its knowledge, it has not violated the FCPA or any applicable Anti-Corruption Law and that it is not being investigated for and has not been accused of possible violations of the FCPA or any applicable Anti-Corruption Law. Licensee will notify the Vendor’s Legal Department if it has been found to have violated, or has been accused of possible violations of, the FCPA, the UK Bribery Act or any Anti-Corruption Law.

d) Licensee shall perform OFAC sanctions screening checks on its Clients prior to providing its services containing the Data, and shall not provide the Data to any entity that is a target of any OFAC sanctions.

8. Special Provisions Applicable to Customers of Vendor’s Services.

If any Client cancels or fails to renew its delivery directly or indirectly from Vendor or any entity affiliated with Vendor of any or all of the Data and such Client replaces such data with Data provided to Licensee by Vendor in connection with the Agreement, then in such event Vendor shall be entitled to increase the fees of the Licensee, on an annual basis, by an amount equal to 100% of the fees (exclusive of taxes, media delivery, data communications and similar charges) paid by such Client for the canceled services of Vendor or its affiliate during the immediately preceding twelve (12) month period, as demonstrated by invoices or other similar documentation. In the event that such Client has been a client of Vendor or its affiliate for less than (12) twelve months, the fees actually paid by such Client shall be annualized to establish the amount by which the Fees shall be increased. In the event Vendor initiates this provision, to the extent applicable Vendor shall not be entitled to receive any per-client fees from Licensee under the relevant Schedule, with respect to such Client.

EXHIBIT 1-A

Required Data Agreement Provisions

1. ICE DATA SERVICES, ITS AFFILIATES AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR ANY OTHER MATTER AS TO THE SERVICES PROVIDED BY ICE DATA SERVICES OR ITS AFFILIATES INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE, AND AS TO THE PERFORMANCE THEREOF. NEITHER ICE DATA SERVICES, ITS AFFILIATES NOR THEIR SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF AND SHALL HAVE NO LIABILITY TO **[CLIENT OF LICENSEE]** OR ANY THIRD PARTY FOR ANY ERRORS, OMISSIONS OR MALFUNCTIONS IN THE SERVICES.
2. **[Client of Licensee]** acknowledges that the Services are intended for use by institutional investors, registered brokers, professionals and others of similar sophistication and experience.
3. **[The Client of Licensee]** accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any of the Services, 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 securities law.
4. **[Client of Licensee]** shall indemnify ICE Data Services and its suppliers against and hold ICE Data Services harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against ICE Data Services or its suppliers by a third party arising out of or related to any Services received by **[Client of Licensee]**, or any data, information, service, report, analysis or publication derived therefrom. Neither ICE Data Services nor its suppliers shall be liable for any claim or demand against **[Client of Licensee]** by a third party.
5. ICE Data Services and its third party suppliers shall constitute third party beneficiaries hereunder.
6. Unless otherwise agreed to in writing, the Data may be used by **[Client of Licensee]** solely for their internal use and benefit within the Approved Product(s). Use of the Data expressly excludes, without limitation, the following, unless express prior authorization, in writing, by ICE Data Services:
 - Use to create or assist in the creation of any index
 - Use for fund valuation purposes, including but not limited to, fund accounting, net asset value and indicative net asset value calculations
 - Use in the construction of a security master or cross-reference database
 - Further dissemination in any form to any other third party; use of the Data for a joint venture to which **[Client of Licensee]** is a party
 - Use in replacement of any data received by you directly or indirectly from ICE Data Services under any other agreements you may have with ICE Data Services, or another third party service provider or distributor whereby you receive ICE Data Services' data or information
 - Use of in the construction of data, products or services that may compete with data, products or services available from ICE Data Services and/or its affiliates.
7. **[Client of Licensee]** agrees to keep complete and accurate books, records and related documentation concerning the use of the ICE Data Services' Data. ICE Data Services and/or its Third Party Suppliers, either directly or through a third party independent auditor, are hereby granted the right to (i) audit and examine, upon reasonable notice, **[Client of Licensee]**'s books, records and applicable computer equipment, devices, components, transmission equipment and software used by **[Client of Licensee]** in connection with the installation, maintenance, accessing, delivery, transmission, reception, retrieval or use by **[Client of Licensee]** of the ICE Data Services' Data, and (ii) observe, upon reasonable notice, operations conducted by **[Client of Licensee]** relating to the use of the Data. This right will be exercised by ICE Data Services not more than once during any twelve (12) month period pursuant to any reasonable security or confidentiality provisions at **[Client of Licensee]**'s request.

EXHIBIT 1-B

Vendor “Evaluations” Language

In the event that **[Client of Licensee]** at any time receives Data from ICE Data Pricing & Reference Data, LLC containing evaluations, including continuous evaluated pricing and other analytics, 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 related analytics, and there is significant professional disagreement about which is best. No evaluation method, including those used by ICE Data Pricing & Reference Data, LLC, may consistently generate approximations that correspond to actual "traded" prices of the instruments and therefore evaluations and analytics provided by ICE Data Pricing & Reference Data, LLC may not reflect prices in the markets in which **[Client of Licensee]** trades; (ii) ICE Data Pricing & Reference Data, LLC 's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, **[Client of Licensee]** acknowledges that there may be errors or defects in ICE Data Pricing & Reference Data, LLC 's software, databases, or methodologies that may cause resultant evaluations and analytics to be inappropriate for use in certain applications; and (iii) **[Client of Licensee]** assumes all responsibility for edit checking, external verification of evaluations and analytics, and ultimately the appropriateness of use of evaluations and other pricing data and analytics provided via the Service in **[Client of Licensee]**'s applications, regardless of any efforts made by ICE Data Pricing & Reference Data, LLC in this respect. **[Client of Licensee]** shall indemnify and hold ICE Data Pricing & Reference Data, LLC completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the Service or the Data.