

## INDEX DATA REDISTRIBUTION AGREEMENT

### INDEX DATA PROVIDER INFORMATION

ICE Data Indices, LLC (“**ICE Data**”)  
100 Church Street, New York, NY 10007  
A limited liability company incorporated in Delaware

### SUBSCRIBER INFORMATION

Legal entity name (“**Subscriber**”): **Markit Group Limited**

Principal place of business: **4<sup>th</sup> Floor, 25 Ropemaker Place, EC2Y 9LY London, UK**

Place of incorporation: **United Kingdom**

This Index Data Redistribution Agreement (“**Agreement**”) is effective as of 08/01/2021 (MM/DD/YYYY) (the “**Effective Date**”) and is entered into between ICE Data and Subscriber. Subscriber hereby agrees to all fees, terms, and conditions set forth in this Agreement, including all exhibits attached hereto, including without limitation the Terms and Conditions for Index Data Services. ICE Data and Subscriber each being a “**Party**” and, collectively, the “**Parties**”.

### DESCRIPTION OF THE INDEX DATA SERVICES

ICE Data compiles and publishes extensive sets of indices that measure the global markets. The indices are grouped into families, with each “**Index Family**” described in Exhibit C. Collectively, the Index Families are referred to herein as the “**Indices**” and any index within the Indices is referred to herein as an “**Index**”. ICE Data shall provide Subscriber with the “**Index Data Services**,” which means access to the content described in Exhibit F which may be updated from time to time, including by email, which may include (i) underlying constituents that make up an Index (“**Constituent Data**”); and/or (ii) end of day Index values, Index returns and Index statistics (“**Top Level Data**”). Constituent Data and Top Level Data together comprise the “**Index Data**”. Subscriber acknowledges and agrees that the Index Data may include data, content, information or other services from third parties, including, but not limited to, 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’s affiliates, including without limitation ICE Data Pricing & Reference Data, LLC, ICE Data Derivatives, Inc. and NYSE Group Inc., and that 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, the clauses set forth on Exhibit G hereto in connection with Subscriber’s use of such Third Party Supplier data. In addition, Subscriber may be required to enter into and maintain direct agreements with Third Party Suppliers for the receipt of certain data from ICE Data. Where any Third Party Supplier requires Subscriber to enter into an agreement directly with the Third Party Supplier in respect of their data, ICE Data shall not be obligated to provide the Index Data until it receives confirmation from the relevant Third Party Supplier that Subscriber is duly licensed. In the event of any termination of Subscriber’s agreement with the Third Party Supplier, Subscriber shall notify ICE Data immediately and ICE Data may suspend or terminate access to the relevant data. Subscriber shall have sole responsibility for complying with all applicable Third

Party Supplier requirements which are imposed on Subscriber, and ICE Data shall not bear any responsibility for any fees or other requirements that may be imposed on Subscriber by any Third Party Supplier, except as otherwise expressly specified in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date last signed below.

**ICE DATA INDICES, LLC**

By: \_\_\_\_\_

Name: Aram Flores

Title: Head of Index and Analytics

Date: \_\_\_\_\_

**MARKIT GROUP LIMITED**

By: \_\_\_\_\_

Name: Michael Salerno

Title: Head of Rights Management

Date: Nov-02-2021 | 07:59 MDT

DocuSigned by:

*Michael Salerno*

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## **EXHIBIT A - TERMS AND CONDITIONS FOR INDEX DATA SERVICES**

### **1. LICENSE GRANT**

(a) Subject to the terms and conditions of this Agreement, including without limitation the usage restrictions set forth in Exhibit D attached hereto, ICE Data hereby grants to Subscriber a non-exclusive, limited, and non-transferable license to (i) store and process the Index Data for the sole purpose of using the Index Data, as a component in, or as part of Subscriber's or Subscriber Affiliates' proprietary service(s) each as described in Exhibit B attached hereto (the "**Subscriber Service**"); (ii) distribute, transmit, license (offer to sell or sell), or display/perform Subscriber Service to Subscriber Customers (as such term is defined herein); and (iii) identify the Indices and the Index Data, by attaching or using the ICE Data Marks. Except as permitted herein, the license rights granted herein do not extend to any third party.

(b) Subscriber shall use the Index Data Services solely and exclusively for the purposes set forth in this Agreement and in accordance with the additional restrictions on Subscriber's use of the Index Data Services, set forth in Exhibit D. Unless otherwise set forth in this Agreement, Subscriber, and its Personnel (as such term is defined herein) that will be using the Index Data Services on behalf of Subscriber and who can access any of the Index Data Services via a password/user ID issued by Subscriber ("**Subscriber Authorized Users**"), may only access and utilize the Index Data Services and any portion thereof for internal use only, to implement Subscriber's use of the Index Data Services within the Subscriber Service. No use by Subscriber of the Index Data Services, other than in connection with the Subscriber Service, shall be permitted without a written instrument amending this Agreement and signed by both Parties. For the avoidance of doubt, Subscriber shall not be allowed to create derived data, based on the Index Data, other than as specified in this Agreement.

(c) Subscriber is permitted to store the Index Data on its own database or on a hosted server that is restricted to the Subscriber's own internal use, provided that Subscriber shall be responsible for compliance with this Agreement by any third party that provides such hosted server as if the acts or failures to act of such third party are those of Subscriber. Subscriber may not share the Index Data with its contractors without ICE Data's prior written consent. Notwithstanding the above, ICE Data hereby agrees that Subscriber may provide secure access to the Index Data on Subscriber's network to contractors who perform employee-like functions and support Subscriber's business, subject to the terms and conditions of this Agreement. Subscriber accepts full responsibility and liability for such contractors' compliance with this Agreement as if the acts or failures to act of such contractors are those of Subscriber.

(d) Subscriber's Affiliates listed in Exhibit I attached hereto ("**Subscriber Affiliates**") may also store, access, and use the Index Data as permitted under this Agreement and Subscriber shall be liable to ICE Data for the acts and omissions of Subscriber Affiliates. With respect to Subscriber, the term "**Affiliate**" means any entity that is controlling, controlled by or under common control with Subscriber, where the concept of "control" means ownership of the majority of the voting rights in the entity.

### **2. CUSTOMER AGREEMENTS.**

(a) No dissemination of the Index Data Services or any portion thereof shall be made except to customers of Subscriber and their Personnel who can access any of the Index Data Services for internal use for business purposes only as permitted in Exhibit D and subject to the

restrictions therein, via a password/user ID issued by Subscriber and/or Subscriber's customer (each "**Subscriber Customer**" and together the "**Subscriber Customers**"), who have first

(i) For access to Constituent Data and Top Level Data for a specified Index Family and/or historical Index Data: entered into a direct license agreement with ICE Data;

(ii) For access to Top Level Data only for all Index Families: entered into a separate, legally binding written or electronic agreement with Subscriber relating to receipt of Top Level Data ("**Subscriber Customer Agreement**").

(b) The Subscriber Customer Agreement shall include the provisions contained in Exhibit E attached hereto and the provisions in Exhibit D relating to the use and restrictions on use of Top Level Data. If the terms of Subscriber Customer Agreement are presented to the Subscriber Customer in the form of an electronic agreement, Subscriber shall require that each Subscriber Customer, before obtaining accesses to the Top Level Data and after being presented with the Subscriber Customer Agreement, affirmatively acknowledge by mouse click or key stroke that he/she has agreed to be bound by such terms.

(c) Subscriber shall assume full responsibility and liability for the acts or omissions of Subscriber Customers who have not entered into a direct agreement with ICE Data.

### 3. **FEES**

(a) In consideration for the Index Data Services provided under this Agreement, Subscriber shall pay to ICE Data the fees stated in Exhibit C. In addition to such fees, Subscriber acknowledges that it shall be responsible for and shall pay all applicable taxes or amounts equal to all taxes, however designated or levied, based on ICE Data's fees, or otherwise arising out of this Agreement. ICE Data may amend its fees, no more than once during a calendar year, by giving Subscriber no less than ninety (90) days' prior written notice. In the event of an increase in fees, Subscriber may terminate this Agreement by giving notice to ICE Data at least thirty (30) days prior to the effective date stated in the notice for the fee increase.

(b) In addition to Section 3(a) above, Subscriber acknowledges that it shall be responsible for all applicable Third Party Supplier fees, including exchange fees, which directly result from Subscriber's (and Subscriber Customers') receipt, access to or use of the Index Data. Such fees are in addition to the fees charged for the Index Data Services and may be billed by the Third Party Supplier directly to Subscriber or collected by ICE Data on behalf of such Third Party Suppliers. Third Party Suppliers may adjust their fees from time to time. ICE Data reserves the right to pass through to Subscriber any Third Party Supplier's change in cost that affects pass through fees collected by ICE Data on behalf of such Third Party Supplier, provided that ICE Data shall use commercially reasonable efforts to give Subscriber as much advance written notice of such change in cost as is reasonably practicable.

(c) Subscriber shall provide ICE Data with current information with respect to usage of the Index Data Services by Subscriber Customers in accordance with the usage report requirements, if any, specified in Exhibit H attached hereto. Subscriber's continued breach of such requirements shall constitute a material breach of the Agreement.

(d) All pricing and payments are and shall be in U.S. dollars, unless otherwise stated in this Agreement. Unless otherwise expressly agreed to in writing by the Parties, invoices shall

be issued quarterly in arrears and payment terms shall be net thirty (30) days from Subscriber's receipt of an invoice. All invoices and requests for payments shall be itemized and delivered by e-mail to AccountsPayable.EMEA@ihsmarkit.com; provided, however, that if ICE Data cannot invoice via e-mail, invoices can be sent by mail to:

Name: Accounts Payable

Address: 4<sup>th</sup> Floor Ropemaker Place, 25 Ropemaker Street, EC2Y 9LY London, United Kingdom

#### 4. **AUDIT**

For the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Subscriber 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 fees and charges have been accurately determined and that restrictions on use and access have been observed ("**Audit Purpose**"). ICE Data is hereby granted the right, during normal business hours, upon reasonable notice to Subscriber and subject to Subscriber's reasonable confidentiality and security obligations, to audit and examine, Subscriber's books, records, systems used (which may be satisfied by providing screen shots and/or WebEx demonstrations), and observe operations conducted in connection with the Audit Purpose. All such audits shall be conducted at ICE Data's sole expense, unless an audit by ICE Data reveals an underpayment by Subscriber to ICE Data of five percent (5%) or more, or a material variance in the use and distribution of the Index Data from the use and distribution contemplated by this Agreement, in which case Subscriber shall be liable to ICE Data for all reasonable audit expenses incurred by ICE Data, as well as for any unauthorized use or distribution of the Index Data discovered during such audit. Notwithstanding any provision to the contrary in this Agreement, ICE Data may share any information obtained as part of such an audit, with its Third Party Suppliers and their agents where required.

#### 5. **TERM**

This Agreement will become effective as of the Effective Date and shall remain in force unless and until terminated in accordance with Section 6 of this Agreement.

#### 6. **TERMINATION**

(a) Either Party may elect, without prejudice to any other rights or remedies, to terminate this Agreement, with or without cause, upon ninety (90) days prior written notice to the other Party.

(b) At any time during the term of this Agreement, either Party may give the other sixty (60) days prior written notice of termination if a Party believes in good faith that damage or harm is occurring to the reputation or goodwill of that Party by reason of its continued performance hereunder.

(c) ICE Data may, in its sole discretion: (i) temporarily or permanently cease providing the Index Data Services or restrict Subscriber's use of or access to the Index Data Services, or (ii) terminate this Agreement upon prior written notice to Subscriber, unless such prior notice is not possible as a result of applicable legislation or regulation requirements, in each case and to the extent ICE Data determines is necessary to comply with any applicable law or regulation, or in the event that (i) ICE Data is informed of the final adoption of any legislation or regulation or the

issuance of any interpretation that in ICE Data's reasonable judgment materially impairs ICE Data's ability to license and provide the Index Data Services under this Agreement; or (ii) any litigation or regulatory proceeding is commenced and ICE Data reasonably believes that such litigation or proceeding would have a material and adverse effect upon the Index Data or Index Data Services or upon the ability of ICE Data to perform its obligations under this Agreement.

(d) In the case of a material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving thirty (30) days' prior written notice of its intent to terminate if the material breach is not cured within such thirty (30) days' notice period.

(e) To the extent not restricted by applicable laws or regulations, either Party may elect without prejudice to any other rights or remedies, to terminate this Agreement upon written notice to the other Party, if a petition in bankruptcy has been filed by or against the other Party or the other Party has made an assignment for the benefit of creditors, or a receiver has been appointed for the other Party or any substantial portion of the other Party's property, or the other Party takes action approving or makes an application for any of the above and any such proceeding is not dismissed within thirty (30) days.

(f) Subscriber shall not have any termination rights except for the termination rights specified in this Agreement.

(g) Upon termination of this Agreement, the license granted herein will terminate and Subscriber shall immediately cease all use of the Index Data and purge the Index Data and any copies thereof from its electronic systems except for any copies required to be retained for archival legal and regulatory purposes or in the event Subscriber enters into a separate agreement with ICE Data for continued use of the Index Data and Index Data Services. Subscriber shall supply a certificate of destruction thereof, upon ICE Data's request.

## 7. **DISTRIBUTION NOTICE**

(a) Subscriber will include the following language, or other substantially similar language agreed to in writing by the Parties, (the "**Disclaimer**") in all contracts, documents, advertising and other informational materials, including Subscriber's website (collectively the "**Product Documents**") that in any way use or refer to ICE Data, the ICE Data Marks, the Indices or the Index Data:

Certain indices and index data included in [insert name of Subscriber Service] are the property of ICE Data Indices, LLC ("ICE DATA") and used under license. ICE® IS A REGISTERED TRADEMARK OF ICE DATA OR ITS AFFILIATES [INCLUDE IF APPLICABLE: AND BOFA® IS A REGISTERED TRADEMARK OF BANK OF AMERICA CORPORATION LICENSED BY BANK OF AMERICA CORPORATION AND ITS AFFILIATES ("BOFA") AND MAY NOT BE USED WITHOUT BOFA'S PRIOR WRITTEN APPROVAL]. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING WITH REGARD TO THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED

THEREFROM. NEITHER ICE DATA, NOR ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY WITH RESPECT TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF. THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND YOUR USE IS AT YOUR OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DO NOT SPONSOR, ENDORSE, OR RECOMMEND [INSERT SUBSCRIBER NAME], OR ANY OF ITS PRODUCTS OR SERVICES.

(b) Where any portion of the reference to ICE Data, the ICE Data Marks, the Indices or the Index Data is displayed on a single screen, page or Product Document that doesn't allow space for the full disclaimer set forth in Section 7(a), Subscriber will include the following notice in a manner that is enforceable under local law in such portion:

Source ICE Data Indices, LLC is used with permission. ICE® is a registered trademark of ICE Data Indices, LLC or its affiliates [*include if applicable*: and BofA® is a registered trademark of Bank of America Corporation licensed by Bank of America Corporation and its affiliates ("BofA"), and may not be used without BofA's prior written approval]. The index data referenced herein is the property of ICE Data Indices, LLC, its affiliates (“ICE Data”) and/or its Third Party Suppliers and has been licensed for use by [*Insert Subscriber name*]. ICE Data and its Third Party Suppliers accept no liability in connection with its use. See [url] for a full copy of the Disclaimer.

(c) With respect to the disclaimers required to be displayed on Subscriber’s website pursuant to Sections 7(a) and (b) above, Subscriber may include such disclaimers on a general disclaimers page with a URL link to such disclaimers page made available on the website that displays, uses or refers to ICE Data, the ICE Data Marks, the Indices or the Index Data.

(d) The disclaimers shall also be translated into the local language by Subscriber, if required by applicable law, provided that Subscriber clearly states that the English version of the Disclaimer prevails.

(e) Except as explicitly permitted in this Agreement, Subscriber shall not externally display or publish any Index Data or other related information or data.

(f) Except as necessary to identify the Indices or to include the Disclaimer in Product Documents, Subscriber acknowledges and agrees that it has no other rights under this Agreement to use the trademarks or service marks owned or licensed by ICE Data (including its affiliates) (collectively, the “**ICE Data Marks**”).

(g) Subscriber hereby agrees that its use and description of ICE Data, ICE Data Marks, the Indices and the Index Data will be in accordance with the terms of this Agreement and all applicable laws, rules and regulations.

## 8. **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, the ICE Data Marks, copyrights and other proprietary rights insofar as such infringement conflicts with or impairs Subscriber's rights and privileges hereunder.

(b) Subscriber 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.

(c) Subscriber acknowledges that 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 Subscriber agrees that it has no proprietary interest therein. Subscriber 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 Subscriber's use of the ICE Data Marks shall inure solely to ICE Data. All rights not expressly granted to Subscriber are reserved to ICE Data. Subscriber acknowledges that Subscriber does not hereby obtain any ownership of the Index Data Services or any part thereof. Subscriber 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.

(d) Subject to its policies and procedures, as amended from time to time, ICE Data reserves the right, at any time, and without prior notice, to (i) make adjustments to the composition or calculation method of any Index; (ii) cease to publish certain Index Data for one or more of the Indices, or (iii) discontinue any Index or the dissemination of any or all of its Indices.

(e) Subscriber agrees that any ideas, suggestions or specifications that are provided by or through Subscriber 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 Subscriber any right, title or interest in any index or in its index-related business. Subscriber shall otherwise be free to use its ideas, suggestions and specifications.

(f) Subscriber shall not (i) take any action to register any ICE Data Marks, including the name(s) of the Indices; (ii) challenge, contest or question the validity of the ICE Data Marks or any related trademark registrations, or (iii) 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. Subscriber 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.

## 9. **INDEMNIFICATION**

(a) Subscriber Indemnification. Subject to Section 9(b) below, Subscriber 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 ("**Claims(s)**")



against ICE Data or a Third Party Supplier (each a “**Source**”), and pay all damages, losses, liabilities, costs, reasonable attorneys’ fees, and expenses which ICE Data, its affiliates or their respective Third Party Suppliers suffer or become obligated to pay a third person, arising out of or related to Subscriber’s and/or Subscriber Customers’:

(i) breach of this Agreement and/or Subscriber Customer agreement;  
and/or

(ii) use of the Indices, Index Data, Index Information or Index Data Services by Subscriber, its Affiliate(s) and/or Subscriber’s Customers, 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 Subscriber, its Affiliate(s) and/or Subscriber Customers are in compliance with the terms of this Agreement.

(b) Subscriber’s indemnity obligations in Section 9(a) above shall not apply to the extent that any Claim(s) against a Source is directly attributable to that Source’s fraud, gross negligence or willful misconduct.

(c) ICE Data Indemnification.

(i) Subscriber acknowledges that: (i) portions of the data, information and other components of the Index Data Services are provided to ICE Data by Third Party Suppliers; and (ii) all intellectual property rights in the Index Data Services are the property of ICE Data, 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 Subscriber.

(ii) Subject to the limitations of liability set forth in Section 10, if a Claim is made or brought against Subscriber alleging that the Index Data Services (other than any portion of the Index Data Services covered in Section 9(d)), or a portion thereof, (“**ICE Data IP**”) infringe upon a copyright, database right, trademark, or a U.S. patent, ICE Data shall indemnify and hold harmless Subscriber against those damages, liabilities, and costs (including reasonable attorneys’ fees) that are directly incurred by Subscriber as the result of such Claim. ICE Data shall have no obligation to indemnify Subscriber with respect to any Claim to the extent liability under the Claim arises out of: (i) modifications to ICE Data IP not made by ICE Data; (ii) combination of ICE Data IP with data, programs, products or services not provided by ICE Data; or (iii) use of ICE Data IP other than as set forth in this Agreement; and

(iii) If a Claim under Section 9(c)(ii) above has occurred, or in ICE Data’s opinion is likely to occur, ICE Data may, at its election and expense, either obtain for Subscriber the right to continue using the Index Data Services at issue, or replace or modify the same so they become non-infringing; provided, that, if none of the foregoing alternatives are reasonably practicable, as determined by ICE Data in its sole discretion, Subscriber shall discontinue use of the affected Index Data Services (which may be removed by ICE Data at its option) and receive a prorated refund of any prepaid fees for such Index Data Services.

(d) Notwithstanding anything set forth in Section 9(c)(ii), to the extent any portion of the allegedly infringing Index Data Services is obtained from a Third Party Supplier, ICE Data’s indemnification obligations under this Section 9 shall be: (i) contingent upon ICE Data receiving indemnity from the relevant Third Party Supplier; and (ii) limited by the amount ICE Data recovers

from the relevant Third Party Supplier in proportion to other claims (actual or potential) arising out of the alleged infringement.

(e) Sections 9(c)-(d) set forth the entire warranty by ICE Data and the exclusive remedy of Subscriber against ICE Data for infringement claims of any kind.

(f) Procedures. A Party seeking indemnity under this Section 9 shall (i) to the extent legally permitted, promptly notify the indemnifying Party of the Claim; (ii) provide the indemnifying Party sole conduct and control of all legal proceedings in connection with the Claim or the settlement or other compromise thereof; and (iii) give the indemnifying Party all reasonable assistance with the Claim as requested by such Party, at the indemnifying Party's expense. The indemnifying Party shall not, without the prior written consent of the other Party, agree to any judgment or enter into any settlement or other compromise of the Claim that adversely affects the interests of the other Party, provided that the indemnifying Party may, without the prior consent of the other Party, agree to settle a Claim for a specified monetary amount to the person(s) who initiated the Claim if, unless otherwise agreed by the Parties, the settlement provides for a full release and no admission of liability as to the other Party, and the settlement imposes no restrictions under any of the terms of this Agreement.

#### 10. **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 SUBSCRIBER'S USE IS AT SUBSCRIBER'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, INDEX DATA OR THE INDEX INFORMATION. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, DO NOT WARRANT THAT THE INDEX DATA SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE INDICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(c) IN NO EVENT SHALL ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER, OR ANY OTHER PERSON FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN EXCESS OF THE FEES ACTUALLY PAID BY SUBSCRIBER TO ICE DATA FOR THE AFFECTED PORTION OF THE INDEX DATA SERVICES FOR THE PERIOD OF TIME AFFECTED, WHICH SHALL NOT EXCEED TWELVE (12) MONTHS). THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT THE LIABILITY IN QUESTION IS DIRECTLY ATTRIBUTABLE TO ICE DATA'S FRAUD OR WILLFUL MISCONDUCT.

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

(e) Sections 10(b), 10(c) and 10(d) are meant to be independent of each other and a failure of essential purpose of one shall not affect the enforceability of the others.

## 11. **CONFIDENTIALITY**

(a) During the term of this Agreement, each of the Parties may obtain or be given access to certain confidential or proprietary data, records, materials, information and trade secrets relating to the other Party's business operations, strategic plans and other confidential matters, including without limitation, the data and information comprising the Indices, Index Data Services, information concerning Subscriber Customers, details of products, prices, technical specifications, other trade secrets (whether oral, written or in any other form), of the Parties, their affiliates and/or ICE Data's Third Party Suppliers, together with any information derived from such information and analyses, compilations, studies and other material prepared by the receiving Party, which contain or otherwise reflect or are generated from such information) (collectively, the "**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. Each Party 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 the other Party. Each Party will not, directly or indirectly, disclose any of the Confidential Information 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 specific written authorization is received from the Party whose Confidential Information is involved. Each Party agrees not to make copies of any such Confidential Information except as permitted in Section 11(b) below. Each Party will not disclose the Confidential Information to any of its Personnel, except those with a need to know for the purpose of performing the obligations under this Agreement and then, only to the extent required. Neither Party shall have any obligations under this Section 11 with respect to any information that: (a) is already known by the Party receiving Confidential Information (the "**Receiving Party**") at the time of disclosure, free of restriction; (b) is or becomes publicly known by the Receiving Party without breach of this Agreement or any other agreement; (c) is rightfully received from a third party without restriction or breach of this Agreement or any other agreement; (d) is independently developed by the Receiving Party without use of any Confidential Information of the Party disclosing Confidential Information (the "**Disclosing Party**"); 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, if the Receiving Party is required to make such disclosure they shall notify the Disclosing Party 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) Except as permitted in Section 6(g), upon termination of this Agreement, each Party, at the request of the other Party, will promptly return to the other or destroy all Confidential

Information provided under or in connection with this Agreement, including all copies, portions and summaries thereof. Notwithstanding the foregoing, a Party may retain one (1) copy (or as reasonably practicable) of each item of Confidential Information for purposes of identifying and establishing its rights and obligations under this Agreement, for archival, automatic backup processes or audit purposes and/or to the extent required by applicable law; provided, however, that in either case all such Confidential Information retained by either Party will (i) be retained solely for the purposes stated in this Subsection 11(b) and (ii) remain subject to the provisions of this Section 11 for so long as it is so retained.

(c) Information provided to Subscriber under the Agreement related to the Indices or the Agreement may be disclosed to Subscriber's and Subscriber Affiliates' Personnel (using the information solely for and on behalf of Subscriber and/or such Subscriber Affiliates) who: (1) have a need to know the information in order to aid Subscriber or such Subscriber Affiliate fulfill its obligations or exercise Subscriber's or such Subscriber Affiliates' rights under the Agreement; and (2) who are subject to confidentiality obligations at least as stringent as those herein (either by contract, fiduciary obligation, or as employees under an employee manual); and (3) use the information only to aid Subscriber or such Subscriber Affiliates fulfill its obligations or exercise Subscriber's or such Subscriber Affiliates' rights under the Agreement. In no event shall any data or information provided under the Agreement be accessed, reviewed, analyzed, evaluated, or otherwise further disclosed to or utilized by any Subscriber Personnel or Subscriber Affiliates' Personnel responsible for designing or maintaining the construction, composition, maintenance, or licensing of any Subscriber or Subscriber Affiliates' indices, other than IT Personnel responsible for processing the data or information provided under this Agreement, and in no event shall any such data or information be used by any Subscriber Personnel or Subscriber Affiliates' Personnel in the designing or maintaining the construction, composition, maintenance or licensing of any Subscriber or Subscriber Affiliates' indices.

(d) The Receiving Party acknowledges that 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 Information**"), including, but not limited to, any Personal Information relating to the Disclosing Party, Disclosing Party's affiliates and each of their respective customers, suppliers and personnel. ICE Data's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>. Where Subscriber is subject to the data protection laws and regulations of the European Union ("**EU**"), the European Economic Area ("**EEA**") and/or any Member State thereof (including the United Kingdom in the event that the United Kingdom is no longer part of the EU or EEA), Switzerland and/or Singapore, Subscriber 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 Subscriber provides Personal Information to ICE Data for purposes of providing the Index Data Services ("**Subscriber's Personal Information**"), ICE Data shall act as a service provider with respect to such Subscriber's Personal Information. ICE Data shall process Subscriber's Personal Information consistent with ICE Data's Privacy Policy and unless Subscriber provides prior written approval, ICE Data shall not collect, retain, use, disclose, or sell Subscriber's Personal Information for any purpose other than performing the 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 Subscriber or one or more of 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](https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf) shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of this Agreement, shall prevail over such terms.

## 12. EAR/OFAC/ANTI-SOCIAL FORCES

(a) Subscriber acknowledges that the Indices and 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 Subscriber pursuant to this Agreement, Subscriber will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE Data 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. For the purpose of this Section 12(a), Subscriber's Affiliate means any entity that is controlling, controlled by or under common control with Subscriber where the concept of "control" means ownership of the majority of the voting rights in the entity. Subscriber further represents and warrants that as of the date of this Agreement, (x) neither Subscriber, Subscriber'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) Subscriber is not 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, Subscriber will notify ICE Data 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, ICE Data reserves the right to immediately terminate this Agreement to the extent that Subscriber's access to or use of the Indices and Index Data Services would violate the Controls.

(b) Anti-Social Forces. No Subscriber 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.

13. **GENERAL PROVISIONS.**

- (a) The headings used in this Agreement are inserted only for convenience of reference. Such headings 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 headings 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 amend this Agreement at any time by providing a ninety (90) days' prior notice, through electronic or other direct communication with Subscriber, and any such amendments, will be prospectively binding on Subscriber effective ninety (90) days from the date of such notice. Subscriber's use of any portion of the Index Data Services after the effective date of any such amendment shall constitute Subscriber's ratification of, and agreement to, any such amendment. In the event that Subscriber objects to such amendment, then Subscriber shall be entitled to terminate this agreement by providing written notice to ICE Data thirty (30) days' prior to the effective date of any such amendment.

(e) This Agreement, together with any schedules and exhibits, constitutes the entire agreement between the Parties hereto with respect to its subject matter. This Agreement supersedes all previous agreements between the Parties with respect to the subject matter of this Agreement. 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) This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

(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.

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

(i) Subscriber agrees that any Third Party Supplier of any portion of the Index Data Services may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement, even though such Third Party Supplier is not a party to this Agreement. Subscriber shall, where applicable, and as required to receive certain portions of the Index Data Services, enter into separate agreements with ICE Data, its affiliates and/or Third Party Suppliers, and Subscriber's failure to comply with the provisions of this Section 13(i) shall constitute a material breach of this Agreement.

(j) Neither ICE Data nor Subscriber 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) Sections 3 (in respect of any outstanding fees), 4, 6(g), 8, 9, 10, 11 and 13 shall survive the expiration or termination of this Agreement.

(l) Parties shall comply with all applicable laws and regulations.

(m) All notices and other communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier or electronic mail. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the mail,

or, if sent by overnight courier, on the next business day following deposit with such courier or, if sent via electronic mail transmission, on the day the transmission was sent, to the Parties at the following addresses:

ICE Data: ICE Data Indices, LLC  
Attention: Head of Indices  
100 Church Street, 11<sup>th</sup> Floor  
New York, New York 10007  
Email: iceindices@theice.com

With a copy to: ICE Data Indices, LLC  
Attention: Legal Department  
100 Church Street, 11<sup>th</sup> Floor  
New York, New York 10007

Subscriber: Markit Group Limited  
Attn: Michael Salerno  
Address: 4<sup>th</sup> Floor Ropemaker Place, 25 Ropemaker Street, EC2Y 9LY London, United Kingdom  
Email: Michael.Salerno@ihsmarkit.com

With a copy to: Markit Group Limited  
Attn: Stefani Klein  
Address: 4th Floor Ropemaker Place, 25 Ropemaker Street, EC2Y 9LY London, United Kingdom  
Email: Michael.Salerno@ihsmarkit.com

(n) No breach, default, or threatened breach of this Agreement by either Party will relieve such Party or the 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.

(o) 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.

(p) 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 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 B - SUBSCRIBER SERVICES**

<b><u>SUBSCRIBER SERVICES</u></b>	<b><u>DESCRIPTION</u></b>
Markit Digital	Index Data used in the preparation and dissemination of performance reports for Subscriber's asset manager clients comparing fund performance to benchmark indices. The reports are delivered as website elements presented on Subscriber Customer websites.

## **EXHIBIT C - INDEX FAMILIES AND FEES**

### **Subscriber Annual Fees:**

1. Daily updates: \$100 a year per Index, subject to a \$5,000 minimum annual fee.
2. Daily back history: \$100 per Index for each year of back history, subject to a \$5,000 minimum fee per request.

### **Description of Index Families:**

<b>Index Family</b>	<b>Description</b>
ICE Bond Index Family	Indices that track the global and regional non-convertible bond and spot currency markets.
ICE ESG Bond Index Family	Indices that track the global and regional non-convertible bond and spot currency markets and impose ESG criteria.
ICE Convertible Index Family	Indices that track the global and regional convertible bond markets.
ICE U.S. Equity Index Family	Indices that track the U.S. equity markets.
ICE Futures Index Family	Indices comprised of exchange traded futures contracts.
ICE Volatility Index Family	Indices comprised of instruments that measure fixed income volatility.

## **EXHIBIT D - PERMITTED INDEX DATA USE**

### **1. PERMITTED USE**

(a) Subscriber shall only be permitted to use the Index Data (including any Derived Data) for the purposes expressly set out in Exhibit B (“**Permitted Uses**”) and in accordance with the terms and conditions of this Agreement, subject to any further restrictions set out in Section 2 of this Exhibit D.

(b) Solely to the degree needed to support the Permitted Uses, Subscriber is allowed to create Derived Data (as defined herein) using Top Level Data or Constituent Data.

(c) “**Derived Data**” is defined as data created by Subscriber, in connection with Subscriber’s use of the relevant part of the Index Data as permitted under the terms of this Agreement, as a result of combining, processing, changing, converting or calculating the Index Data or any portion thereof with other data where the resultant data (i) does not bear resemblance to the underlying Index Data; (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third-party may access the Index Data via the Derived Data; (iii) cannot be used in a manner which could be a source of, or a substitute for Index Data provided by ICE Data, and (iv) cannot be used in whole or in part in a manner which competes with ICE Data or its affiliates.

### **2. USAGE RESTRICTIONS**

(d) Constituent Data may solely be used in conjunction with the Indices and may not be used to enhance or validate the Subscriber’s own reference or pricing database. Constituent Data that comprises pricing data may not be used by Subscriber for fund accounting purposes or in connection with valuing securities in the Subscriber’s fund/portfolio.

(e) Any rights not expressly granted herein are hereby reserved by ICE Data. **Permission is not granted to use any Index or Index Data as a reference index for securities or other financial instruments. Furthermore, permission is not granted to use any Index or Index Data as the basis for an ETF or other passive index-tracking fund, or any other financial instrument, whose objective or return is linked in any way to an Index.**

(f) Subscriber may not (i) create a blended benchmark index based in whole or in part on Indices, (ii) create a custom benchmark index based in whole or in part on Constituent Data or Derived Data or (iii) create a blended benchmark index by combining one or more Indices, Index Data or Derived Data with one or more third party indices.

(g) Subscriber shall not, except as set forth in this Agreement or otherwise approved in writing by ICE Data, market, display or otherwise provide the Index Data Services directly or indirectly: (i) via any means other than the Subscriber Service including any other service or Internet site; (ii) to any third-party information retrieval networks selling or licensing information to third parties; (iii) to any distributor or redistributor not approved by ICE Data; (iv) in whole or in part or in any combination with any service made available on the Subscriber’s platform other than the Subscriber Service; or (v) to any person, firm or entity other than a Subscriber, including any entity that is an affiliate of Subscriber that has not been approved in writing by ICE Data.

(h) Unless otherwise specifically stated herein, Subscriber shall not: (i) distribute the Index Data Services or any portion thereof through any service (including the Subscriber Service) with a third party (e.g. joint or co-branded services); and (ii) authorize any third party to link, bookmark or point from a third-party service to the Index Data Services or a portion thereof.

### 3. **SUBSCRIBER CUSTOMER MISUSE**

(a) If Subscriber has reason to believe that a Subscriber Customer is engaging in conduct that violates this Agreement, and/or uses the Index Data (or any portion thereof) for purposes other than expressly permitted herein or in the Agreement, Subscriber shall: (a) instruct the Subscriber Customer to discontinue such conduct, and (b) inform ICE Data promptly upon learning of any such misuse.

(b) In the event ICE Data reasonably believes that a Subscriber Customer did not discontinue engaging in conduct that violates this Agreement, and/or continues to use the Index Data (or any portion thereof) for purposes other than expressly permitted in the Agreement, after one (1) week following Subscriber's instruction to do so, then ICE Data, at its option, may notify Subscriber to cease making the Index Data available to such Subscriber Customer, such cessation to take effect within two (2) business days from ICE Data's notification.

## **EXHIBIT E - SUBSCRIBER CUSTOMER AGREEMENT**

1. The following provisions shall be included in each Subscriber Customer Agreement:

(a) The Top Level Data is being provided for Subscriber Customer's internal use only and Subscriber Customer is not authorized or permitted to publish, distribute or otherwise furnish Top Level Data to any third-party without prior written approval of ICE Data;

(b) Neither ICE Data, its affiliates nor any of its Third Party Suppliers shall have any liability for the accuracy or completeness of the Top Level Data furnished through the Subscriber Service, or for delays, interruptions or omissions therein nor for any lost profits, direct, indirect, special or consequential damages;

(c) The Top Level Data is not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the Top Level Data is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions;

(d) Subscriber Customers shall not use any Indices as a reference index for the purpose of creating financial products (including but not limited to any exchange-traded fund or other passive index-tracking fund, or any other financial instrument whose objective or return is linked in any way to any Index) without prior written approval of ICE Data;

(e) ICE Data, their affiliates or their Third Party Suppliers have exclusive proprietary rights in the Top Level Data and any information and software received in connection therewith;

(f) Subscriber Customer shall not use or permit anyone to use the Top Level Data for any unlawful or unauthorized purpose;

(g) Access to the Top Level Data is subject to termination in the event that any agreement between Subscriber and ICE Data terminates for any reason;

(h) ICE Data may enforce its rights against Subscriber Customer as the third-party beneficiary of the Subscriber Customer Agreement, even though ICE Data is not a party to the Subscriber Customer Agreement;

(i) Subscriber Customer Agreements, including but limited to the limitation of liability, indemnity and disclaimer provisions, shall extend to Third Party Suppliers.

Subscriber shall not modify any term contained in any version of the Subscriber Customer Agreement that adversely affects the rights of ICE Data, including ICE Data's proprietary rights, disclaimers or limitations of liability and use of the Top Level Data, without ICE Data's prior written consent.

## **2. LIMITED EXTERNAL DISPLAY AND USE OF INDEX DATA**

(a) Subscriber Customer (i) may display Index Information (as defined below), on its websites, (ii) include the Index Information in reports and (iii) include the Index Information in general market commentary and performance trends, that Subscriber Customer prepares for its customers and prospective customers ((i), (ii), and (iii) of this Section taken collectively, the

“**Reports**”), as well as share the Index Information with Subscriber Customer’s auditors and regulators upon their request.

(b) “**Index Information**” includes:

- (i) the Index value;
- (ii) the Index performance;
- (iii) a general description of the Index; and
- (iv) a limited amount of Index information including: non-security specific segments of the Index that it may obtain from ICE Data or derive on its own; and the Index weights for the top ten holdings (or more, if approved by ICE Data via email).

(c) Subscriber Customer will include the following language, or other substantially similar language agreed to in writing by the Parties (including by email) (the “**Disclaimer**”) in (i) each prospectus or other offering document for any fund or other public investment product that is benchmarked to an Index, (ii) each contract for investment management services that mention the Indices or portfolio policy guidelines for any separately managed investment portfolio that is benchmarked to an Index, (iii) Subscriber Customer’s website, if any, in a reasonably conspicuous manner, and (iv) any Reports, where it is reasonably feasible to do so:

Source ICE Data Indices, LLC (“ICE DATA”), is used with permission. ICE® is a registered trademark of ICE Data Indices, LLC or its affiliates [*include if applicable*: and BofA® is a registered trademark of Bank of America Corporation licensed by Bank of America Corporation and its affiliates (“BofA”), and may not be used without BofA's prior written approval]. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY WITH RESPECT TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND YOUR USE IS AT YOUR OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DO NOT SPONSOR, ENDORSE, OR RECOMMEND [INSERT SUBSCRIBER NAME], OR ANY OF ITS PRODUCTS OR SERVICES.

Subscriber Customer will include the following attribution (“**Attribution**”) in all other documents, not mentioned above, that include Index Data or reference an Index:

Source ICE Data Indices, LLC ("ICE Data"), is used with permission. ICE® is a registered trademark of ICE Data or its affiliates [*include if applicable:* and BofA® is a registered trademark of Bank of America Corporation licensed by Bank of America Corporation and its affiliates ("BofA"), and may not be used without BofA's prior written approval]. **The index data referenced herein is the property of ICE Data, its affiliates and/or its Third Party Suppliers and has been licensed for use by [Insert Subscriber name]. ICE Data, its affiliates and their respective Third Party Suppliers accept no liability in connection with its use. See [prospectus, registration statement, url, etc.] for a full copy of the Disclaimer.**

(d) The Disclaimer and the Attribution may be translated into the local language if required by applicable law, provided that Subscriber clearly states that the English version of the Disclaimer prevails.

(e) Unless explicitly stated in this Section 2 or approved in writing in advance by ICE Data, Subscriber Customer shall not externally display or publish any Index Data or other related information or data.

## **EXHIBIT F - INDEX DATA**

1. The Index Data consists of the following:

(1) Frequency: **Daily**

(2) Content:

(a) Constituent Data fields: **NONE**

(b) Top Level Data fields: **Index, Date, Description, TRR Index Val USD U,  
TRR Index Val USD H**

(3) The Index Data licensed hereunder will be with respect to the following Indices:

<b>Index Ticker</b>	<b>Index Name</b>	<b>Date Added</b>	<b>Date Removed</b>
B0A0	ICE BofA US Corporate & Government Index	Effective Date	
B1A0	ICE BofA 1-3 Year US Corporate & Government Index	Effective Date	
B510	ICE BofA 1-10 Year AAA-A US Corporate & Government Index	Effective Date	
B5A0	ICE BofA 1-10 Year US Corporate & Government Index	Effective Date	
BVA0	ICE BofA 1-5 Year US Corporate & Government Index	Effective Date	
C0A0	ICE BofA US Corporate Index	Effective Date	
C0CS	ICE BofA US Capital Securities Index	Effective Date	
C1A0	ICE BofA 1-3 Year US Corporate Index	Effective Date	
C6A0	ICE BofA 5-10 Year US Corporate Index	Effective Date	
C9A0	ICE BofA 10+ Year US Corporate Index	Effective Date	
CIPS	ICE BofA US Investment Grade Institutional Capital Securities Index	Effective Date	
CVA0	ICE BofA 1-5 Year US Corporate Index	Effective Date	
D0A0	ICE BofA US Corporate, Government & Mortgage Index	Effective Date	
DVA0	ICE BofA 1-5 Year US Corporate, Government & Mortgage Index	Effective Date	
EMLH	ICE BofA Diversified High Yield US Emerging Markets Corporate Plus Index	Effective Date	
G0A0	ICE BofA US Treasury & Agency Index	Effective Date	
G0BA	ICE BofA US Treasury Bill Index	Effective Date	
G0O1	ICE BofA US 3-Month Treasury Bill Index	Effective Date	
G0O2	ICE BofA US 6-Month Treasury Bill Index	Effective Date	
G0O3	ICE BofA US 1-Year Treasury Bill Index	Effective Date	
G0Q0	ICE BofA US Treasury Index	Effective Date	
G0QA	ICE BofA 0-1 Year US Treasury Index	Effective Date	
G0QI	ICE BofA US Inflation-Linked Treasury Index	Effective Date	
G1A0	ICE BofA 1-3 Year US Treasury & Agency Index	Effective Date	
G1O2	ICE BofA 1-3 Year US Treasury Index	Effective Date	
G2O2	ICE BofA 3-5 Year US Treasury Index	Effective Date	
G8QI	ICE BofA 15+ Year US Inflation-Linked Treasury Index	Effective Date	
G9O2	ICE BofA 10+ Year US Treasury Index	Effective Date	
GA02	ICE BofA Current 2-Year US Treasury Index	Effective Date	



GA05	ICE BofA Current 5-Year US Treasury Index	Effective Date	
GATS	ICE Short US Treasury Securities Index	Effective Date	
GBMI	ICE BofA Global Broad Market Index	Effective Date	
GC01	ICE BofA 3-Month US Treasury Note Index	Effective Date	
GC03	ICE BofA 1-Year US Treasury Note Index	Effective Date	
GVA0	ICE BofA 1-5 Year US Treasury & Agency Index	Effective Date	
GVQ0	ICE BofA 1-5 Year US Treasury Index	Effective Date	
GVQI	ICE BofA 1-5 Year US Inflation-Linked Treasury Index	Effective Date	
H0A0	ICE BofA US High Yield Index	Effective Date	
HA00	ICE BofA Global High Yield & Crossover Country Corporate & Government Index	Effective Date	
HUC0	ICE BofA US High Yield Constrained Index	Effective Date	
HUC4	ICE BofA BB-B US High Yield Constrained Index	Effective Date	
HUCD	ICE BofA 0-5 Year US High Yield Constrained Index	Effective Date	
HW00	ICE BofA Global High Yield Index	Effective Date	
HW0C	ICE BofA Global High Yield Constrained Index	Effective Date	
HX0D	ICE BofA Global High Yield Excluding US Dollar Constrained Index	Effective Date	
IDCOT1	ICE US Treasury 1-3 Year Bond Index	Effective Date	
IDCOT10	ICE US Treasury 10-20 Year Bond Index	Effective Date	
IDCOT20	ICE US Treasury 20+ Year Bond Index	Effective Date	
IDCOT3	ICE US Treasury 3-7 Year Bond Index	Effective Date	
IDCOT7	ICE US Treasury 7-10 Year Bond Index	Effective Date	
IDCOTC	ICE US Treasury Core Bond Index	Effective Date	
IDCOTS	ICE US Treasury Short Bond Index	Effective Date	
J0A0	ICE BofA US Cash Pay High Yield Index	Effective Date	
JUC0	ICE BofA US Cash Pay High Yield Constrained Index	Effective Date	
JUC4	ICE BofA BB-B US Cash Pay High Yield Constrained Index	Effective Date	
LBP3	ICE BofA British Pound 3-Month Deposit Offered Rate Constant Maturity Index	Effective Date	
LUS1	ICE BofA US Dollar 1-Month Deposit Offered Rate Constant Maturity Index	Effective Date	
LUS3	ICE BofA US Dollar 3-Month Deposit Offered Rate Constant Maturity Index	Effective Date	
M0A0	ICE BofA US Mortgage Backed Securities Index	Effective Date	
M375	ICE BofA Constrained Duration US Mortgage Backed Securities Index	Effective Date	
P0H0	ICE BofA Hybrid Preferred Securities Index	Effective Date	
P0P1	ICE BofA Fixed Rate Preferred Securities Index	Effective Date	
P0P4	ICE BofA Core Plus Fixed Rate Preferred Securities Index	Effective Date	
PHGY	ICE Exchange-Listed Preferred & Hybrid Securities Index	Effective Date	
STPL	ICE BofA Long US Treasury Principal STRIPS Index	Effective Date	
TXBL	ICE BofA US Taxable Municipal Securities Plus Index	Effective Date	
U0A0	ICE BofA US Municipal Securities Index	Effective Date	
U0T0	ICE BofA 1-12 Year Municipal Securities Index	Effective Date	
U0T1	ICE BofA 1-22 Year US Municipal Securities Index	Effective Date	
U1A0	ICE BofA 1-3 Year US Municipal Securities Index	Effective Date	
U1C0	ICE BofA 1-3 Year California Including Puerto Rico Municipal Securities Index	Effective Date	
U5AX	ICE BofA 1-10 Year US Municipal Securities Index	Effective Date	
UKA0	ICE BofA 2-17 Year US Municipal Securities Index	Effective Date	

UNAP	ICE BofA National Long-Term Core Plus Municipal Securities Index	Effective Date	
UNYP	ICE BofA New York Long-Term Core Plus Municipal Securities Index	Effective Date	
UPCC	ICE BofA California Insured Long-Term Core Plus Municipal Securities Index	Effective Date	
US00	ICE BofA US Broad Market Index	Effective Date	
USEY	ICE BofA Enhanced Yield US Broad Bond Index	Effective Date	
USVY	ICE BofA Enhanced Yield 1-5 Year US Broad Bond Index	Effective Date	
V0A0	ICE BofA US Convertible Excluding Mandatory Index	Effective Date	
VXA0	ICE BofA US Convertible Index	Effective Date	
VXA1	ICE BofA Investment Grade US Convertible Index	Effective Date	

2. Delivery mechanism:

Preferred method of delivery: email, FTP delivery to Subscriber's server or any other method mutually agreed to by the Parties.

## **EXHIBIT G - SUBSCRIBER OBLIGATIONS TO THIRD PARTY SUPPLIERS**

### **1. CUSIP Global Services.**

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

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

2. Subscriber's use of Index Data provided by ICE Data's affiliate, ICE Data Pricing & Reference Data, LLC ("**ICE PRD**") and distributed through the Index Data Services is subject to the following terms and conditions, in addition to and with precedence over any other applicable provisions of this Agreement:

(a) In the event that Subscriber at any time receives data from ICE 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 ICE PRD Pricing and Reference Data, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) ICE PRD's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Subscriber acknowledges that there may be errors or defects in ICE PRD's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Subscriber assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use by Subscriber of evaluations and other pricing data provided via the Index Data Services, regardless of any efforts made by ICE PRD in this respect.

(b) Subscriber acknowledges that the data provided by ICE 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) Subscriber accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any ICE PRD available via the Index Data Services, its selection of the use or intended use of such data. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.

(d) ICE PRD is a registered investment adviser. Pursuant to the provisions of the Investment Advisers Act of 1940, ICE PRD offers to supply Subscriber with Part II of ICE PRD's Securities and Exchange Commission Form ADV upon written request of Subscriber to:

ICE Data Pricing & Reference Data, LLC  
Attn: Compliance Department  
100 Church Street, 11th Floor  
New York, NY 10007

(e) Subscriber acknowledges that ICE PRD is an express third party beneficiary of all provisions contained in this Agreement (including, without limitation, the limitations of liability set forth above) and that this Agreement shall inure to the benefit of ICE PRD.

3. CHICAGO MERCANTILE EXCHANGE INC. ("**CME GROUP**") MARKET DATA IS USED UNDER LICENSE AS A SOURCE OF INFORMATION FOR CERTAIN ICE DATA INDEX DATA. CME GROUP HAS NO OTHER CONNECTION TO THE INDEX DATA AND SERVICES AND DOES NOT SPONSOR, ENDORSE, RECOMMEND OR PROMOTE ANY INDEX DATA OR SERVICES. CME GROUP HAS NO OBLIGATION OR LIABILITY IN CONNECTION WITH THE INDEX DATA AND SERVICES. CME GROUP DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF ANY

MARKET DATA LICENSED TO ICE DATA AND SHALL NOT HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN CME GROUP AND ICE DATA.

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## **EXHIBIT H - REPORTING REQUIREMENTS**

Subscriber shall, within thirty (30) days following the end of each quarter, provide a report to ICE Data (“**Report**”) listing each Subscriber Customer who had access to Constituent Data during the preceding quarter. The report shall include, at a minimum: (a) Subscriber Customer name; (b) Index Family(ies) for which Subscriber Customer had Constituent Data access; and (c) the portion of the quarter during which they had such access.

For the avoidance of doubt, these reporting requirements are applicable irrespective of whether Subscriber Customer had direct access to the Constituent Data or that Constituent Data was used by Subscriber in producing the Subscriber Service for Subscriber Customer (for example, performance attribution reports, calculations).

## **EXHIBIT I - SUBSCRIBER AFFILIATES**

Markit On Demand, Inc.

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