

Appendix A to Schedule 7 of the Information License Agreement - CME Term SOFR

Version 4.07

Appendix A Effective Date: _____

Schedule 7 Effective Date: _____

Agreement Effective Date: _____

Service Name	Service Type

1. CME Term SOFR Information

Internal Display, Non-Display Benchmark and CME Term SOFR Category Use Packages of Real Time Benchmark, Delayed Benchmark, and Historical Benchmark Information

CME Term SOFR Information Package Description	Fee/Fee Basis	Reporting Frequency /Unit of Count	Effective Date

2. Definitions

Asset Threshold: Licensee Group total assets of USD \$1.5 billion or \$10 billion, as applicable as determined by CME in its reasonable discretion.

Business Loan: a loan, or other extension of credit, that is primarily for business or commercial purposes. Business Loans include, but are not limited to, commercial loans; corporate loans; middle market loans; trade finance transactions including receivables finance/purchases and discounting; Islamic financing or lease facilities; and loans, advances, or other extensions of credit for business purposes to non-profit enterprises, municipalities, or other governmental or public agencies. Business Loans do not include: a securitization (having the same meaning given to the term "Asset-backed Security" in Section 3(a)(79) of the Securities Exchange Act of 1934, as amended, and the SEC regulations thereunder), a credit transaction to a consumer (as such terms are defined in section 103 of the Truth in Lending Act (15 U.S.C. 1602)), a security (as such term is defined under Section 2(a) of the Securities Act of 1933, as amended, and the SEC regulations thereunder) offered publicly or under rule 144A or any other security (e.g., a private security), unless such security is a loan or other extension of credit or the functional equivalent of a loan or other extension of credit that is primarily for business or commercial purposes, a swap agreement (as



such term is defined under the U.S. bankruptcy code at 11 U.S.C. Section 101), or an advance made by a Federal Home Loan Bank.

Cash Market Financial Products: Business Loans, Legacy Products and Securitized Products.

Client Agreement: a written agreement between each Client and any Licensee Group entity for receipt and use of an Index Product by that Client.

Client Product: a derivative work of the Index Product, that is created by a Client.

CME Term SOFR Information: Benchmark Information that consists of the values of the CME Term SOFR Reference Rates which provide an indicative, forward-looking measurement of SOFR rates, based on market expectations implied from leading derivatives markets.

End User: is an individual or entity that is a counterparty or guarantor to the applicable Cash Market Financial Product or OTC Derivative Product with Licensee.

Financial Institution: any Licensee Group entity (other than a Public Policy Financial Institution) engaged in the business of (other than in an ancillary capacity), dealing with, engaging in, or otherwise facilitating, financial and/or monetary transactions, including, without limitation, retail or corporate banking and lending activities, securities brokerage activities, insurance or reinsurance services, investment or portfolio management activities, dealing in money markets, FX trading, issuing or trading futures, options or other derivatives, serving as an advisor with respect to any of the foregoing, and any other financial services, in each case as determined by CME in its sole discretion.

Legacy Products: a product with a reference to LIBOR either executed prior to December 31, 2021 or falls within the limited circumstances outlined by the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation in their joint Statement on LIBOR Transition (30 Nov-2020).

Market Data Agreement: any agreement between Licensee and CME or Data Provider, that grants Licensee Group, the right to receive and use the Benchmark Information, in accordance with the terms of that agreement. Such agreement does not grant any Licensee Group entity the right to use the Benchmark Information in any CME Term SOFR Use Category or derivative works based upon the Benchmark Information other than for internal business purposes only and those limited rights granted within the Market Data Agreement.

Non-Financial Institution: any entity that is neither a Financial Institution nor a Public Policy Financial Institution.

OTC Derivative Product: structured products, swaps, security-based swaps, basis swaps, forwards, warrants, options, and other similar derivative instruments.

Permitted Products: exchange traded funds (ETF), exchange traded notes (ETN)), certificates, contracts for difference (CFDs) and other leveraged products, index linked investment funds, index linked segregated managed accounts, OTC Swaps and OTC Options.

Public Policy Financial Institution: any entity that is: (i) a central bank, government treasury, ministry of finance or other such public or quasi-public financial institution



established for the primary purpose of serving public policy goals; but (ii) excludes, for the avoidance of doubt, any government pension schemes, sovereign wealth funds or other public asset owners acting principally as a market participant; in each case (i) and (ii) as determined by CME in its sole discretion.

Securitized Product: a product that is collateralized or serviced by assets that include self-liquidating or revolving cash-products that reference CME Term SOFR and thereby allows the holder of the Securitized Product to receive payments that are determined by reference to the cash flow from those assets.

3. Termination and Restrictions.

3.1 Upon termination or expiration of this Appendix, except as otherwise required by applicable law, regulation or Licensee's established internal compliance requirements, Licensee shall immediately purge and destroy all CME Term SOFR Information and any portion or copies thereof from all of Licensee's electronic systems and otherwise in its possession.

3.2 At CME's request, Licensee shall certify to CME in writing that Licensee has fully complied with the foregoing use and purge and destroy requirement. To the extent any CME Term SOFR Information remains stored in accordance with the aforementioned exception, Licensee shall not use such CME Term SOFR Information for commercial purposes.

4. CME Term SOFR Information License, Restrictions and Fees

4.1 CME Term SOFR Information Internal Display Use

- (a) Subject to the terms and conditions of this Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to display CME Term SOFR Information in the Internal Display Use Packages identified in section 1 of this Appendix for its internal business purposes only.
- (b) Licensee must report all Internal Display Use of CME Term SOFR Information in accordance with Schedule 3, Reporting, on a per Device Unit of Count, unless a different Unit of Count is identified in section 1 of this Appendix. The frequency of reporting is identified in section 1 of this Appendix.

4.2 CME Term SOFR Information Internal Non-Display Benchmark Use

- (a) Subject to the terms and conditions of this Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to use the CME Term SOFR Information for Non-Display Benchmark Use identified in section 1 of this Appendix for its internal business purposes only, subject to the restrictions set out in Schedule 7 and the Information Policies. Except as set forth in this Appendix, no Licensee Group entity may display, distribute or create any derivative works based upon any CME Term SOFR Information without the prior written consent of CME.
- (b) Licensee must report all Non-Display Benchmark Use of CME Term SOFR Information in accordance with this Appendix and Schedule 3, Reporting, on a per Device Unit of Count, unless a different Unit of



Count is identified in section 1 of this Appendix. The frequency of reporting is identified in section 1 of this Appendix.

4.3 CME Term SOFR Category Use

- (a) Licensee agrees, on behalf of each Licensee Group entity, that it has entered into a Market Data Agreement that grants CME Term SOFR Information Internal Display Use or CME Term SOFR Information Internal Non-Display Benchmark Use rights as required for each CME Term SOFR Category Use licensed hereunder, and that the foregoing CME Term SOFR Category Use rights are granted contingent on Licensee retaining a Market Data Agreement for Internal Display or Internal Non- Display Benchmark Use at all times Licensee is granted CME Term SOFR Category Use rights as set forth below.
- (b) Subject to the terms and conditions of this Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to use the CME Term SOFR Information for the CME Term SOFR Category Use identified in section 1 of this Appendix, subject to this section 4.3 and the restrictions set out in Schedule 7 and the Information Policies. Except as set forth in this Appendix, no Licensee Group entity may display or distribute or create any derivative works based upon any CME Term SOFR Information without the prior written consent of CME.
- (c) Each Licensee Group entity that is licensed to use the CME Term SOFR Information for CME Term SOFR Category 1 or CME Term SOFR Category 2 use, may distribute limited extracts of CME Term SOFR Historical Benchmark Information on an occasional basis to prospective End Users, investors, lenders or buyers subject to the Information Policies, provided that such Information: (i) is provided manually; and (ii) is provided on a push basis only. Such distribution of limited extracts does not grant any actual or implied rights to the receiver of such Historical Benchmark Information. No Licensee Group entity may use or distribute the Benchmark Information in any way that could cause the information so used or distributed, as a substitute for the Benchmark Information. CME may determine in its sole discretion whether any distribution meets the requirements of this provision.
- (d) **CME Term SOFR Category 1 Use – Cash Market Financial Products** - in order to be licensed for CME Term SOFR Category 1 Use, Licensee must hold a Non-Display Benchmark Use License or an Internal Display Use license for CME Term SOFR Information, as applicable.
 - (i) CME Term SOFR Category 1 Use is the use of CME Term SOFR Information:
 - (A) only as a reference in Cash Market Financial Products;
 - a. as a primary reference rate or fallback reference rate in Cash Market Financial Products, including in connection with interest amount, default rate and close-out calculations;

- b. with respect to such Cash Market Financial Products to which Licensee is a party, in valuation and pricing activities, including, but not limited to, collateral calculations, interest rate calculations, the creation of pricing, discount and forward curves;
- (B) with respect to such Cash Market Financial Products to which Licensee is a party, in communications and disclosures to third parties in connection with performance measurement, strategy outcome measurements and money market and other return calculations; and
 - (C) for purposes of converting or transitioning Cash Market Financial Products referencing, directly or indirectly, a USD LIBOR to another rate as a conversion factor or price adjustment
- (ii) For the avoidance of doubt, no Licensee Group entity may use the CME Term SOFR Information licensed for CME Term SOFR Category 1 Use:
 - (A) to issue or list any OTC Derivative Products or, other financial products that are not Cash Market Financial Products;
 - (B) to provide central counterparty clearing services; or
 - (C) for any purpose not specifically permitted in this Agreement, including the creation of derivative works (for example benchmark rates or indices).
- (iii) Notwithstanding the foregoing, Licensee or any Licensee Group entity may disclose the CME Term SOFR Information that is used as a reference rate in a Cash Markets Financial Product or an OTC Derivative Product, to its End User, solely for the purposes of identifying the reference rate used with respect to such Cash Markets Financial Product or an OTC Derivative Product.
- (iv) Additional Reporting: Licensee is required to report the total notional outstanding value in United States Dollars (USD) of all Cash Market Financial Products that reference any element of the CME Term SOFR Information. Such reports are due on an annual basis and must be submitted to CME no later than the last business day of February of each calendar year.
- (v) Termination and Cash Markets Financial Products Maintenance Period.
 - (A) On and after the expiration or termination of this Appendix, no Licensee Group entity shall use or permit the use of the CME Term SOFR Information licensed under this Appendix, except that each Licensee Group entity may continue existing licensed CME Term SOFR Category 1

Use of the CME Term SOFR Information:

- (1) only with respect to Cash Markets Financial Products for which CME Term SOFR Information is being used as a reference, in accordance with the terms of this Agreement, as of the effective date of such expiration or termination, provided that Licensee has notified CME in writing of the furthest expiry date for any such Cash Markets Financial Products ("**Existing Cash Markets Financial Products**");
 - (2) only during the period in which the Existing Cash Markets Financial Products remain outstanding ("**Cash Markets Financial Products Maintenance Period**"); and
 - (3) as required by applicable law or regulation.
- (B) No Licensee Group entity may enter into any extensions or amendments that result in the extension of any Existing Cash Markets Financial Products.
- (C) All such use of the CME Term SOFR Information during the Cash Markets Financial Products Maintenance Period must be in accordance with the terms and conditions of this Agreement, including the obligation to pay Fees.
- (D) Fees for use of the CME Term SOFR Information during the Cash Markets Financial Products Maintenance Period will be at seventy five percent (75%) of the prevailing rate of Fees for CME Term SOFR Category 1 Use.
- (vi) The Fees for the use of CME Term SOFR Information for CME Term SOFR Category 1 Use hereunder are set forth in section 1 of this Appendix as may be amended by CME pursuant to section 11.2(b) of the Agreement. These Fees are in addition to any other Fee as set forth in this Agreement.
- (e) **CME Term SOFR Category 2 Use – OTC Derivative Products** - in order to be licensed for CME Term SOFR Category 2 Use, Licensee must hold a Non-Display Benchmark Use License or an Internal Display Use License for CME Term SOFR Information, as applicable.
- (i) CME Term SOFR Category 2 Use is the use of CME Term SOFR Information:
 - (A) as a reference in a Term SOFR-SOFR basis swap;
 - (B) as a reference in an OTC Derivative Product, other than a Term SOFR-SOFR basis swap, that is used to hedge CME Term SOFR exposure resulting from Cash Market Financial Products.; and
 - (C) with respect to such OTC Derivative Product to which



Licensee is a party, in valuation and pricing activities, including, but not limited to, collateral calculations, interest rate calculations, the creation of pricing, discount and forward curves.

- (ii) For the avoidance of doubt, no Licensee Group entity may use the CME Term SOFR Information:
 - (A) to issue or list any OTC Derivative Products or other financial products that are listed on an exchange, trading facility or other trading venue;
 - (B) to provide central counterparty clearing services; or
 - (C) for any purpose not specifically permitted in this Agreement, including the creation of derivative works (for example benchmark rates or indices).
- (iii) Notwithstanding the foregoing, Licensee or any Licensee Group entity may disclose the Benchmark Information that is used as a reference rate in a Cash Markets Financial Product or an OTC Derivative Product to its End User solely for the purposes of identifying the reference rate used with respect to such Cash Markets Financial Product or an OTC Derivative Product. No reporting is required should such disclosure occur.
- (iv) Additional Reporting: Licensee is required to report the notional outstanding value of all OTC Derivative Products. Such reports are due on an annual basis and must be submitted to CME no later than the last business day of February of each calendar year.
- (v) Fees: CME Term SOFR Information CME Term SOFR Category 2 Use is subject to the payment of the Fees by Licensee as set out in section 1 of this Appendix as may be amended by CME pursuant to section 11.2(b) of the Agreement. These Fees are in addition to any other Fee as set forth in this Agreement.
- (vi) The Fee is for use of the licensed CME Term SOFR Information by the Licensee Group and the value of the total assets of the Licensee Group is used to determine whether Licensee Group meets the Asset Threshold. If Licensee seeks a waiver of Fees based on Licensee Group having collective total assets below the applicable Asset Threshold Licensee represents, warrants and covenants to CME that:
 - (A) Licensee Group has total assets below such Asset Threshold (whether based on assets under management, the value of assets on Licensee Group's balance sheet or any other objective measure CME may reasonably employ) for the most recent fiscal year end;
 - (B) Licensee will upon request, promptly provide CME with reasonable, non-proprietary evidence of the value of such assets; and
 - (C) Licensee will promptly notify CME should the value of Licensee Group's assets later exceed such Asset Threshold, whether during the current calendar year or as of a subsequent year-end period.



(vii) Termination and Existing OTC Derivative Products Maintenance Period.

(A) On and after the expiration or termination of this Appendix, no Licensee Group entity shall use or permit the use of the CME Term SOFR Information licensed under this Appendix except that each Licensee Group entity may continue existing licensed CME Term SOFR Category 2 Use of the CME Term SOFR Information:

(1) only with respect to OTC Derivative Products, in accordance with this Agreement, as of the effective date of such expiration or termination, provided that Licensee has notified CME in writing of the furthest expiry date for any such OTC Derivative Products ("**Existing OTC Derivative Products**");

(2) only during the period in which the Existing OTC Derivative Products remain outstanding ("**Existing OTC Derivative Products Maintenance Period**"); and

(3) as required by applicable law or regulation.

(B) No Licensee Group entity may enter into any extensions or amendments that result in the extension of any Existing OTC Derivative Products.

(C) On and after the expiration or termination of this Appendix, no Licensee Group entity may use the CME Term SOFR Information as a reference in any OTC Derivative Products other than the Existing OTC Derivative Products.

(D) All such use of the CME Term SOFR Information during the Existing OTC Derivative Products Maintenance Period must be in accordance with the terms and conditions of this Agreement, including the obligation to pay Fees.

(E) Fees for use of the CME Term SOFR Information during the Existing OTC Derivative Products Maintenance Period will be at 75% of the prevailing rate of Fees for CME Term SOFR Category 2 Use.

(viii) Licensee Group agrees that it will make all reasonable efforts to observe the Alternative Reference Rate Committee's Scope of Use Recommendations with respect to OTC Derivative Products, including with respect to interdealer (dealer to dealer) trading.

(f) **CME Term SOFR Category 3 Use – Treasury, Risk and Transaction Administrative Services** - in order to be licensed for CME Term SOFR Category 3 Use Licensee must hold a Non-Display Benchmark Use License.

(i) CME Term SOFR Category 3 Use is the use of CME Term SOFR Information to provide services to one or more third parties that: (i) supports one or more licensed Cash Market Financial Products or OTC Hedged Products; and (ii) values certain tough legacy derivatives or uses CME Term SOFR as an input in a valuation process. Such services must be owned and operated by a Licensee Group entity ("CME Term SOFR **Category 3 Service**"). Such use consists of:



- (A) providing valuations, prices, collateral calculations, interest rate calculations, pricing discount and forward curves, performance measurements, strategy outcome measurements and money market and other return calculations as CME may determine in its sole discretion, where such CME Term SOFR Category 3 Services are listed above; and
 - (B) distributing the CME Term SOFR Information to its clients solely for the purposes of identifying the rate used to provide the CME Term SOFR Category 3 Service subject to the terms and conditions set forth below. No reporting is required should such disclosure occur.
- (ii) To the extent Licensee distributes CME Term SOFR Information to clients, such distribution must be subject to a written agreement with the recipients of such CME Term SOFR Information that contains the following elements, or uses substantially similar language to achieve the same meaning, client:
- (A) must not redistribute CME Term SOFR Information;
 - (B) must not misrepresent CME Term SOFR Information or deface or remove any trademarks transmitted with CME Term SOFR Information;
 - (C) must not use CME Term SOFR Information for any illegal purpose;
 - (D) must not use CME Term SOFR Information for any purpose outside of the CME Term SOFR Category 3 Service;
 - (E) must not use the CME Term SOFR Information or any portion thereof in the creation, settlement or maintenance of any derivative work (including but not limited to financial products, indexes, quotes, spot prices, curves, surfaces, contracts for difference (CFDs) and other leveraged products, indicative optimized portfolio values (IOPV), net asset value (NAV), or analytical reference figures or values calculated from CME Term SOFR Information for purposes of fund administration and portfolio management services, risk management services or valuation services based on the CME Term SOFR Information) unless such client is licensed to do so by CME;
 - (F) must recognize all Intellectual Property Rights as acknowledged between Licensee and CME;
 - (G) must maintain all records and provide all information required by each Licensee Group entity to meet Licensee's record-keeping, reporting and payment obligations to CME;
 - (H) must maintain complete and accurate books and records, relating to all access to and use of, CME Term SOFR Information under such agreement for the most recent five (5) year period;
 - (I) must allow CME or any auditors acting on behalf of CME to audit such client's records and use of CME Term SOFR Information;
 - (J) shall obtain and provide any consent that may be required under all applicable laws, including the EU's General Data Protection Regulation, as may be needed for CME or any auditors acting on behalf of CME to review and receive Personal Data, including but not limited to Personal Data pertaining to such client or representatives of Licensee group, where requested by CME for purposes of verifying or ensuring compliance with Licensee's obligations to CME or where



requested by regulatory authority or pursuant to a valid court order, subpoena, or other legal instrument;

- (K) agrees that in addition to any other remedy, any Licensee Group entity may immediately suspend or terminate distribution of CME Term SOFR Information to such client if Licensee or any Licensee Group entity has reason to suspect noncompliance with any of the terms required by this section or if Licensee is required by CME to do so for any reason;
 - (L) shall not distribute or permit distribution of CME Term SOFR Information to any entity located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List;
 - (M) acknowledges and agrees that to the maximum extent permitted by law, no CME Group entity nor any of their respective officer, directors, member, employees, agents, consultants or licensors shall have any liability to such client or any other third party arising from use of CME Term SOFR Information; and
 - (N) acknowledges and agrees that CME is a third-party beneficiary of the terms of the agreement required by this section, is entitled to the rights and benefits thereunder, and may enforce the provisions of such agreement directly against such client as if it were a party thereto.
- (iii) For the avoidance of doubt, no Licensee Group entity may use the CME Term SOFR Information licensed for CME Term SOFR Category 3 Use:
- (A) to create, issue or list any OTC Derivative Products or other financial product;
 - (B) to provide central counterparty clearing services;
 - (C) to list or act as an intermediary for Cash Market Financial Products or OTC Derivative Products;
 - (D) to create any indices; or
 - (E) for any purpose not specifically permitted in this Agreement, including the creation of (or as input data to) benchmark rates or indices.
- (iv) The Fees for the use of CME Term SOFR Information for CME Term SOFR Category 3 Use hereunder are set forth in section 1 of this Appendix as may be amended by CME pursuant to section 11.2(b) of the Agreement. These Fees are in addition to any other Fee as set forth in this Agreement.
- (v) Licensee will ensure that all clients are aware of their obligation to enter into and maintain a license with CME for use of CME Term SOFR Information for the applicable CME Term SOFR Category 1 Use or CME Term SOFR Category 2 Use.
- (vi) The parties acknowledge and agree that Licensee shall pay Fees for such use commencing on the Appendix A Effective Date; provided, however, that for the avoidance of doubt, nothing herein shall be interpreted as a release for any use prior to the Appendix A Effective Date.
- (vii) Description of Category 3 Service

(h) [reserved]

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IN WITNESS WHEREOF, each of the Parties has caused this Schedule to be duly executed in its name and on its behalf by the officer or representative duly authorized.

	Licensee	CME
Signature		Signature of CME Representative
Print Name		Print Name of CME Representative
Title		Title of CME Representative
Licensee	Signature of Licensee	
Date of Signature	Signed Date and Time of Licensee	Coded Signature of CME Representative