

TERMS AND CONDITIONS FOR THE INDEX DATA AND CUSTOM INDEX SERVICES

1. AGREEMENT

The terms of this agreement (this “Agreement”) consist of: (1) these Terms and Conditions for the Index Data and Custom Index Services including all Exhibits annexed hereto (the “Terms and Conditions”); (2) an order schedule making reference to these Terms and Conditions (the “Schedule”) entered into between ICE Data Indices, LLC (“ICE Data”), a Delaware limited liability company, having an office at 100 Church Street, New York, New York, 10007 and the subscriber identified in such Schedule (“Subscriber”). ICE Data and Subscriber each being a “Party” and, collectively, the “Parties”.

2. DESCRIPTION OF THE INDEX DATA SERVICES

ICE Data compiles and publishes extensive sets of indices that measure, respectively, the performance of global non-convertible bond and currency markets (“Bond Index Family”), ESG versions of the Bond Index Family (“ESG Bond Index Family”), the global convertible bond markets (“Convertible Index Family”), the U.S. equity markets (“U.S. Equity Index Family”), futures contracts on underlying commodities (“Commodity Index Family”), fixed income volatility markets (“Volatility Index Family”) and other index families that ICE Data may add from time to time (“Additional Families”). The Bond Index Family, ESG Bond Index Family, Convertible Index Family, Commodity Index Family, U.S. Equity Index Family, Volatility Index Family and Additional Index Families are each individually referred to herein as an “Index Family” and collectively, the “Indices”. Any index within the Indices is referred to herein as an “Index”. In consideration of the fees stated in this Agreement and any applicable Schedule, ICE Data shall provide Subscriber with the “Index Data Services,” which means access to the underlying constituent-related data that makes up an Index (“Constituent Data”) along with real-time and end of day Index values, Index returns and Index statistics (“Top Level Data”) via one (1) or more platforms (“Third Party Platform(s)”) maintained by a licensed third party Index redistributor (“Third Party Platform Provider(s)”) and/or the ICE Index Platform website (“ICE Index Platform”) (each of the ICE Index Platform or Third Party Platform a “Delivery Platform” and together “Delivery Platforms”), as listed in the applicable Schedule. Constituent Data and Top Level Data together comprise the “Index Data”. Subscriber acknowledges that the Index Data may include data, content, information or other services from third parties, including, but not limited to, Third Party Platform Providers, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers (each a “Third Party Supplier” and together “Third Party Suppliers”), including certain data from ICE Data affiliates, including ICE Data Pricing & Reference Data, LLC, ICE Data Derivatives, Inc. and NYSE Group, Inc. Subscriber agrees to be bound by additional terms which may be imposed and updated by Third Party Suppliers from time to time, including, but not limited to, the additional terms set forth in Exhibit A attached hereto, in connection with Subscriber’s use of such Third Party Supplier data. In addition, Subscriber may be required to enter into and maintain direct agreements with the 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 the data, ICE Data shall not be obligated to provide the Services 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. Provision of the Index Data Services is conditioned on and subject to Subscriber's agreement to, and compliance with, this Agreement. Subscriber acknowledges and agrees that the terms and conditions in this Agreement are in addition to any terms and conditions and any additional fees that Subscriber may be subject to in order to gain access to a Delivery Platform.

3. DESCRIPTION OF THE CUSTOM INDEX SERVICES

(a) Upon acceptance of a Subscriber request, in addition to the Index Data Services, ICE Data will construct and license to Subscriber, on a non-exclusive basis, one (1) or more custom Indices (each a "Custom Index" and together the "Custom Indices"), as set forth in the applicable Schedule entered into pursuant to this Agreement and in accordance with specifications provided by the Subscriber and agreed with ICE Data therein. The Custom Index and Custom Indices shall be included in the definitions of Indices, Index and Index Data Services, respectively.

(b) Daily Custom Index values and performance for the Custom Indices as well as statistics (comparable to those published for standard Indices) related to the Custom Indices will be compiled by ICE Data in accordance with the rules agreed upon by Subscriber and ICE Data. Unless otherwise agreed in writing, ICE Data shall publish the Custom Indices and the foregoing Custom Index information on one (1) or more of the Delivery Platforms.

4. LICENSE GRANT

(a) Conditioned on, and subject to, compliance with this Agreement (including without limitation the usage restrictions set forth in Sections 10 and 11 below), ICE Data hereby grants to Subscriber, and Subscriber hereby accepts, for the duration of this Agreement, a limited, personal, non-exclusive, non-transferable, non-sublicensable license, to use the Index and the Index Data internally for benchmarking and related risk analysis activities for actively managed portfolios performed solely in connection with the Indices. Subscriber is expressly restricted from any use of the Index Data other than for the purposes permitted herein.

(b) Subscriber's right to use the Index and the Index Data for benchmarking includes the limited right to create a blended benchmark index by combining one (1) or more Indices with one (1) or more third party indices. Subscriber may not (i) create a blended benchmark index based solely on Indices, or (ii) create a custom benchmark index based in whole or in part on Constituent Data or Derived Constituent Data (as defined herein). If Subscriber uses any Index Data to create a blended benchmark index, such blended benchmark index shall be labeled and explained as such so that it is clear that ICE Data has not created the new index. Subscriber acknowledges and agrees that in allowing Subscriber to create a blended benchmark index, ICE Data is not granting any rights to Subscriber to use the intellectual property of any third party to create the blended benchmark index or license the blended benchmark index to third parties or to create financial products whose objective or return is linked in any way to the blended benchmark index. Subscriber shall be solely responsible for securing the rights to use any third party index as part of a blended benchmark index. Subscriber shall be solely responsible for the use of any blended benchmark index.

(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.

5. AFFILIATE USAGE RIGHTS

(a) Subject to the terms of this Agreement, including without limitation the license granted in Section 4(a), Subscriber's Affiliates (as defined below) may also store, access, and use the Index and the Index Data solely in connection with the asset management business of Subscriber and its 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 and that the entity is (i) operating under the same brand name as Subscriber, and involved in the asset management business or supporting the asset management business of Subscriber; or (ii) any other entity agreed to in writing by the Parties.

(b) Where this Agreement uses phrases like "Subscriber agrees", "Subscriber acknowledges", "Subscriber represents and warrants", or similar phrases, including where Subscriber is bound by restrictions or limitations (including but not limited to limitations of liability and indemnifications), Subscriber agrees that it has the authority to cause, and will, before their access and use of the Index Data, cause each of its Affiliates to be bound to such restrictions or limitations to the same extent as Subscriber. Subscriber shall be liable to ICE Data for the acts and omissions of its Affiliates. Likewise, Subscriber's Affiliates are not third party beneficiaries of this Agreement and Subscriber alone shall have the right to bring any claim that might otherwise have been brought against ICE Data by it or any of its Affiliates.

6. FEES

(a) For the Indices and Index Data Services provided under this Agreement and the applicable Schedule, Subscriber shall pay to ICE Data the fees stated in Sections 6(b) to 6(d) and in the Schedule, as applicable. In addition to such fees, Subscriber shall pay all applicable taxes, exchange fees, Third Party Platform's fee, or amounts equal to all taxes, however designated or levied, based on ICE Data's fees, or otherwise arising out of this Agreement or the applicable Schedule. 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 (including Third Party Suppliers' fees), Subscriber may terminate the applicable Schedule by giving notice to ICE Data at least thirty (30) days prior to the effective date stated in the notice for the fee increase. Subscriber acknowledges that it shall be responsible for all applicable Third Party Supplier fees that directly result from Subscriber's receipt, access to or use of the Index Data Services, and that such fees are in addition to the fees charged for the Index Data Services and may be billed by the Third Party.

(b) Top Level Data:

- (i) end of day Top Level Data: no charge, and
- (ii) real-time Top Level Data: as listed in the applicable Schedule.

(c) Constituent Data charges: as listed in the applicable Schedule.

(d) Custom Index charges: as listed in the applicable Schedule.

(e) Unless otherwise stated in any applicable Schedule, all payments shall be made quarterly in arrears by Subscriber to ICE Data, as follows (it being acknowledged that Custom