

TERMS AND CONDITIONS FOR ETF IOPV CALCULATION SERVICES

The terms of this agreement (this “Agreement”) consist of: (1) these Terms and Conditions for the ETF IOPV Calculation Services including all Exhibits annexed hereto (“Terms and Conditions”); and (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 Customer identified in such Schedule (the “Customer”). ICE Data and Customer each being a “Party” and, collectively, the “Parties”.

WHEREAS, Customer wishes to have ICE Data, calculate and disseminate the applicable Indicative Optimized Portfolio Values (“IOPVs”) for the funds listed in the applicable Schedule (the “Funds”), as may be updated from time to time in the manner described herein; and

WHEREAS, ICE Data is willing to calculate and disseminate the IOPVs (together the “Services”) for Customer and the Funds; and

NOW THEREFORE, in consideration of the fees stated in the applicable Schedule, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. IOPV CALCULATION AND DISSEMINATION

a) ICE Data shall calculate or outsource to an agent who will calculate on ICE Data’s behalf the IOPVs for the Funds, based on files received from Customer (“Files”), each IOPV being comprised of certain instruments and cash or cash equivalents which are set forth in the daily portfolio composition files for each Fund as published by the National Securities Clearing Corporation (NSCC) or provided by Customer or a third party service provider to ICE Data in the form agreed upon based on the standard format as shall be provided and as may be amended by ICE Data from time to time (“Fund Basket”).

b) ICE Data shall calculate each IOPV and disseminate the IOPVs and, at its discretion, daily Fund valuation statistics relating to the Funds as provided by Customer (“Fund Statistics”; Fund Statistics and Fund Basket together are “Fund Data”) in a manner stated in the applicable Schedule, to the Consolidated Tape Association (“CTA”), ICE Data Global Index Feed (“GIF”) or to any other third party designated by Customer and agreed upon with ICE Data as set forth in the applicable Schedule (each a “Dissemination Platform” and together “Dissemination Platforms”). For the avoidance of doubt, ICE Data does not calculate any of the Fund Data it disseminates.

c) Customer acknowledges that (i) each IOPV may make use of data, content, information or other services from third parties, including, but not limited to, Dissemination Platform Providers, exchanges, software developers, co-location facilities, data centers and telecommunications providers (each a “Third Party Supplier” and together “Third Party Suppliers”); (ii) in the event that the IOPVs are based, in whole or in part, on one or more Evaluations (as defined and further described in Exhibit A attached hereto), then the additional terms and conditions set forth in Exhibit A shall also be applicable to such IOPVs; (iii) access to some data may be subject to the approval of a Third Party Supplier who provides data in connection with the calculation services provided herein, and (iv) ICE Data may not be able to perform the Services

set forth in this Agreement and/or supply such data until such approval is granted. Customer further acknowledges that it 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 Customer 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 calculation service until it receives the applicable agreement or confirmation from the relevant Third Party Supplier that Customer is duly licensed. In addition, in the event of any termination of Customer's agreement with the Third Party Supplier, Customer shall notify ICE Data immediately and ICE Data may suspend or terminate access to the relevant data. Further, in the event of any termination of ICE Data's agreements with its Third Party Suppliers, ICE Data may terminate the affected portions of the Services, which termination shall not constitute a breach by ICE Data of any of its obligations hereunder.

d) Intraday prices, estimates, rates, indices or values calculated, assessed, determined, maintained, made available, published, distributed, disseminated, broadcast or in any other way provided by or on behalf of ICE Data, including, without limitation, those referred to as "indicative optimized portfolio values", "IOPVs", "intraday values", or "intraday indicative values": (i) should not be used or used for reference in (x) determining the interest payable, or other sums due, under loan agreements or under other financial contracts or instruments; (y) determining the price at which any financial instrument may be bought or sold or traded or redeemed, or the value of any financial instrument; or (z) measuring the performance of any financial instrument; and (ii) should not, where any such intraday value relates to any fund, be viewed as a "real-time" update of the net asset value of such fund, in part because such intraday value may not be calculated in the same manner as the net asset value. In addition, the instrument for which any such intraday value is provided may be valued using other measures, which may be based on, among other things, different measures of the price, value or performance of other assets (including, without limitation, securities), different exchange rates and different sources of information from those used in calculating any such intraday value. As a result, any such intraday value may deviate significantly from other measures of the value of the instrument for which such intraday value is provided, the price at which such instrument or any related financial contract or instrument may be bought or sold or traded or redeemed and other measures of the price, value or performance of such instrument or any related financial contract or instrument.

e) ICE Data will endeavor to ensure that IOPVs are calculated accurately and disseminated in a timely manner hereunder. Customer acknowledges and agrees that, despite such efforts by ICE Data, the IOPVs calculated and disseminated by ICE Data may be inaccurate or incomplete and are subject to error, delay or change. So long as such delay, interruption or failure continues, ICE Data will use commercially reasonable efforts to eliminate such conditions of which it is aware.

f) Customer acknowledges and agrees that (a) ICE Data may display the IOPVs and the Fund Data (IOPVs and the Fund Data, together referred to as, "Product Data") on its and its affiliates' platforms and may disseminate Product Data over one (1) or more of the Dissemination Platforms and for such display or dissemination of Product Data, ICE Data may receive tape revenue or other compensation or consideration and (b) Customer shall not be entitled to receive or share any such tape revenue, compensation or consideration with respect to such display or dissemination of Product Data.

g) Customer shall notify ICE Data of any changes and corrections to the Files that could affect the calculation of the IOPVs as soon as practicable after Customer becomes aware of such changes or corrections. ICE Data, using commercially reasonable efforts, shall incorporate into the IOPVs such changes to the extent that such changes may be made within the scope of ICE Data's current calculation process as soon as practicable after receipt of such changes. ICE Data shall keep Customer informed on a regular basis on the status of such changes and the estimated timeframe in which they will be made. If components of the Funds are unavailable, ICE Data shall exercise its commercially reasonable discretion to determine the method and/or timing of the IOPVs calculation and dissemination.

h) Customer may notify ICE Data of any errors or omissions. ICE Data, using commercially reasonable efforts shall correct any errors or omissions on a going forward basis, to the extent that such corrections may be made within the scope of ICE Data's calculation process as soon as practicable after notification of such errors or omissions is sent to or received from Customer. ICE Data shall keep Customer informed on a regular basis on the status of such corrections and the estimated timeframe in which they will be made.

i) Upon Customer's request, ICE Data shall provide Customer with escalation procedures for matters related to the calculation and dissemination of the IOPVs, which may be amended by ICE Data from time to time.

j) The Parties may agree to add Funds to the Schedule from time to time in accordance with the process set forth therein. All terms and conditions herein shall apply with respect to any Funds added to the Schedule.

2. LICENSE GRANT AND OWNERSHIP OF THE IOPVs

a) Customer grants ICE Data a non-exclusive license to use the Fund Data, including but not limited to the calculation methodology and component instruments of the Funds, for the purpose of performing the obligations and exercising the rights set forth in this Agreement. Customer also grants ICE Data a non-exclusive license to use the names, logos, trade names, and trademarks owned by Customer or its affiliates solely for the purposes of disseminating, publishing, displaying and otherwise making commercial use of the IOPVs. For the avoidance of doubt, ICE Data may not make commercial use of the names, logos, trade names, and trademarks owned by Customer or its affiliates.

b) Customer acknowledges that ICE Data owns all right, title, and interest to the IOPVs created in connection with this Agreement, and may, by itself and/or through authorized third Parties, disseminate, publish, display, and otherwise make commercial use of said IOPVs.

3. FEES

a) For the Services provided under this Agreement, Customer shall pay to ICE Data the fees stated in the applicable Schedule at the time and in the manner described in such Schedule. In addition to such fees, Customer 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 or any Schedule. ICE Data may amend its fees, no more than once during a calendar year, by giving Customer no less than ninety (90) days' prior written notice. In the event of an increase in

fees, Customer 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. Customer acknowledges that it shall be responsible for all applicable Third Party Supplier fees that directly result from Customer's receipt, access to or use of the Services, and that such fees are in addition to the fees charged for the Services and may be billed by the Third Party Supplier.

b) If the Agreement or any applicable Schedule is terminated prior to the end of the then-current term, all amounts that would otherwise be owing by Customer from the termination date and during the remainder of such term, including without limitation any fees set forth herein, shall immediately become due and payable to ICE Data; provided however that the foregoing shall not be applicable in the event that this Agreement or applicable Schedule is terminated (i) by Customer for cause, or (ii) by ICE Data without cause.

c) In the event a Fund is closed or delisted from its stock exchange, fees will end concurrent with the closure/delisting provided Customer provides ICE Data with thirty (30) days prior written notice of such delisting. If the closure/delisting notice is sent to ICE Data less than thirty (30) days prior to such closure/delisting date, then fees will be charged through the later of Fund closure/delisting or thirty (30) days subsequent to receipt of the closure/delisting notice by ICE Data.

d) All payments shall be made by Customer to ICE Data, as follows:

For ACH and wires:

Name of Account: ICE Data Indices LLC
Account number: 1416602048
ABA # for ACH: 071000039
ABA # for Wires: 026009593

For Checks:

Lockbox # 008873
ICE Data Indices LLC
P.O. Box 74008873 Chicago
IL 60674-8873 USA

All pricing and payments are and shall be in U.S. dollars, unless otherwise stated in any Schedule. Unless otherwise expressly agreed to in writing by Customer, payment terms shall be net thirty (30) days from Customer receipt of invoice, which Customer shall be permitted to pay via ACH, wires or checks.

4. NON-ENDORSEMENT; USE OF INTELLECTUAL PROPERTY

a) ICE Data, by performing under this Agreement, does not express or imply any endorsement or approval of the IOPVs, Funds or Customer. Customer will not make or publish any statement that ICE Data approves of or endorses the IOPVs or the Funds.

b) During the term of this Agreement (unless otherwise required by applicable law, rule or regulation or to communicate to investors and prospective investors in the Funds regarding any required disclosures or notifications concerning any issues relating to the IOPVs), Customer may not make or publish statements, including in promotional, marketing or subscription

materials of the Funds, stating that ICE Data prepares, calculates or disseminates IOPVs for the Funds, without ICE Data's prior written consent.

c) In the event such consent has been provided, Customer shall include the following notice when referring to the calculating services provided by ICE Data pursuant to this Agreement:

"The Fund is not sponsored, endorsed, sold or marketed by ICE Data Indices, LLC, its affiliates ("ICE Data") or their respective Third Party Suppliers.

ICE DATA OR ITS THIRD PARTY SUPPLIERS MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE IOPVS, FUND OR ANY FUND DATA INCLUDED THEREIN. IN NO EVENT SHALL ICE DATA HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES."

Or such similar language as otherwise directed or as may be approved in advance in writing by ICE Data.

d) Other than as specifically permitted in this Agreement, neither Party shall use the name, logo, trademark or trade name of the other Party or any affiliate of the other Party without the prior written consent of the other Party.

5. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY

(a) Customer represents and warrants that with respect to the rights granted in Section 2, Customer either owns such rights or is a licensee under a license permitting Customer to grant such rights to ICE Data. In the event that information relating to any indices is required for the calculation of an IOPV, then the Customer further represents and warrants that ICE Data is permitted to use such information, for the purpose of performing the obligations and exercising the rights set forth in this Agreement.

(b) Each Party hereby represents, warrants and covenants to the other that (a) it has all requisite rights and corporate power and authority (or if a Party is not a corporation, such Party represents and warrants that it has sufficient power and authority under its organizational documents or agreements) to enter into this Agreement and to carry out the transactions contemplated hereby, (b) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate (or, as applicable, other entity) action on the part of such Party, (c) this Agreement has been duly executed and delivered by such Party and (assuming the due authorization, execution, and delivery hereof by the other Party) is a valid and binding obligation of such Party and enforceable against it in accordance with its provisions, (d) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound, and (e) it shall comply in all material respects with applicable law in performing its obligations hereunder.

(c) THE IOPVS CALCULATED AND DISSEMINATED AND THE FUND DATA AND ANY OTHER DATA DISSEMINATED BY ICE DATA OR ANY OF ITS AFFILIATES OR AGENTS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED FOR TRADING PURPOSES. AS SUCH, THE IOPVS, FUND DATA AND OTHER DATA DISSEMINATED BY ICE DATA ARE PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE IS AT CUSTOMER'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE IOPVS, FUND DATA OR ANY OTHER DATA, OR AS TO RESULTS TO BE ATTAINED BY CUSTOMER AND THE FUNDS OR OTHERS FROM THE USE OF THE IOPVS OR FUND DATA, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE.

(d) 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 IOPVS AND FUND DATA. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DO NOT WARRANT THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE IOPVS AND FUND DATA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(e) IN NO EVENT SHALL ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER 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 THE CUSTOMER TO ICE DATA UNDER THIS AGREEMENT FOR A PERIOD 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, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(f) IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND IN THE 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.

(g) Sections 5(c), 5(d), 5(e) and 5(f) are meant to be independent of each other and a failure of essential purpose of one shall not affect the enforceability of the others.

6. INDEMNIFICATION

a) Subject to Section 6(b) below, Customer shall defend, indemnify and hold harmless ICE Data, its affiliates (and their officers, directors and employees), and their respective Third Party Suppliers against all third party claims, actions, proceedings, suits, and threats of the same (“Claim(s)”) against ICE Data or a Third Party Supplier (each a “Source”), harmless in respect of all losses, pay all damages, 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:

- (i) the use in the marketplace of any IOPVs calculated and disseminated by ICE Data and any Fund Data disseminated by ICE Data under this Agreement; or
- (ii) any claim by a third party asserting ownership or intellectual property rights (including, but not limited to, licenses, copyrights, trademarks, trade secrets and patents) relating to a use permitted by this Agreement in or to the Funds or the Indices (if applicable) or to any underlying structure of the Funds, including, but not limited to, the components, methodology and weighting.

b) The Customer’s indemnity obligations in Section 6(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.

7. TERM

This Agreement will become effective on the date of the execution of the applicable Schedule (the “Commencement Date”) and shall remain in force as long as any Schedule remains in force, unless terminated in accordance with Section 8 of this Agreement. Each Schedule shall remain in effect for the initial term and renewal terms set forth in such Schedule, until terminated in accordance with the terms of this Agreement or the applicable Schedule. Termination of this Agreement shall automatically terminate any applicable Schedules.

8. TERMINATION

a) 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.

b) To the extent permitted by applicable laws or regulations, either Party may elect, without prejudice to any other rights or remedies, to terminate this Agreement without notice, 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.

9. 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 ("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 under Subsection 9(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 only to the extent required. Neither Party shall have any obligations under this Subsection 9(a) with respect to any information that: (i) is already known by the Party receiving Confidential Information (the "Receiving Party") at the time of disclosure, free of restriction; (ii) is or becomes publicly known by the Receiving Party without breach of this Agreement or any other agreement; (iii) is rightfully received from a third party without restriction or breach of this Agreement or any other agreement; (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Party disclosing Confidential Information (the "Disclosing Party"); or (v) 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) 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 sentence, 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 9(b) and (ii) remain subject to the provisions of this Section 9 for so long as it is so retained.

c) 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>.

d) Where the Customer is subject to data protection laws of Europe and/or Singapore, Customer 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 are applicable to this Agreement. Specifically with respect to Customer 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 shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

10. EAR/OFAC/ANTI-SOCIAL FORCES

a) Customer acknowledges that the Services and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations (EAR) and the requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Controls’ (OFAC) sanctions programs, including the Specially Designated Nationals List (collectively the “Controls”). Customer will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE Data and its affiliates 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, entity or person restricted or targeted by the Controls. For the purpose of this Section 10, “Customer’s Affiliate” means any entity that is controlling, controlled by or under common control with Customer where the concept of “control” means ownership of the majority of the voting rights in the entity. Customer further represents and warrants that as of the date of this Agreement, (x) neither Customer, Customer’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) Customer is not fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, Customer will notify ICE Data as soon as is practicable, but in any event no later than two (2) business days after it determines that any of these circumstances change. Notwithstanding anything to the contrary in this Agreement, ICE Data reserves the right to immediately terminate this Agreement to the extent that Customer’s access to or use of the Services would violate the Controls.

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

(i) "Anti-Social Forces" means:

1. an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or

2. a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.
- (ii) Each party to this Agreement represents and warrants that it does not fall under any of the following items and covenants that it shall not fall under any of the following items:
1. It has a relationship where Anti-Social Forces are considered to be controlling its management.
 2. It has a relationship where Anti-Social Forces are considered to be substantially involved in its management.
 3. It has a relationship where it is considered to be using Anti-Social Forces in an improper manner (e.g., for the purpose of pursuing illicit profits for itself or a third party or for the purpose of causing damage to a third party).
 4. It has a relationship where it is considered to be involved with Anti-Social Forces (e.g., providing funds or the like or furnishing benefits).
 5. Its officer or a person substantially involved in its management has a relationship with Anti-Social Forces that should be the subject of social criticism.
- (iii) In the event of a breach of the preceding paragraph by a party, each party shall have the right to suspend its transactions with the breaching party or terminate this Agreement immediately by a written notice without any cure period and claim for damages incurred arising out of such breach, and all obligations of the breaching party shall become due and payable immediately. The non-breaching party shall not be held liable for any damages incurred by the breaching party as a result of such suspension or termination.

11. GENERAL PROVISIONS

- a) ICE Data agrees not to use or make any public reference, whether written or oral, to Customer or its affiliates by name or use of trademark without the prior written consent of Customer.
- b) 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.
- c) 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.

d) 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.

e) ICE Data may amend this Agreement at any time by providing a ninety (90) days' prior notice, through electronic or other direct communication with Customer, and any such amendments, will be prospectively binding on Customer effective ninety (90) days from the date of such notice. Customer's use of any portion of the IOPVs after the effective date of any such amendment shall constitute Customer's ratification of, and agreement to, any such amendment. In the event that Customer objects to such amendment, then Customer shall be entitled to terminate this Agreement by providing a prior written notice to ICE Data at least thirty (30) days prior to the effective date stated in the notice for such amendment.

f) 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).

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

h) 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.

i) Neither ICE Data nor Customer 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.

j) If any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid or unenforceable provision as may be possible and be valid and enforceable.

k) Sections 3 (with respect to any outstanding fees), 5(c)-(f), 6, 9 and 11 shall survive

the 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 email. 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 email, on the day the transmission was sent, to the Parties at the addresses stated in the applicable Schedule.

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 A
Additional Terms and Conditions for IOPVs containing Evaluations:

- A) In the event that the IOPVs are based, in whole or in part, on Evaluations (as defined below), including, EOD Evaluations, CEP Evaluations and/or intra-day fixed income valuations as further described herein, rather than market quotations, for certain securities or certain other data related to such securities, Customer acknowledges that there may be errors or defects in the software, database or methodology used to generate the Evaluations, which may cause them to be inappropriate for use in connection with the Funds. Accordingly, Customer assumes all responsibility for their appropriateness for use regardless of any efforts made by ICE Data or its affiliates in this regard. “Evaluations” shall mean ICE Data’s affiliate, ICE Data Pricing & Reference Data, LLC (“PRD”) good faith opinions of value as to what a buyer in the marketplace would pay for the securities or instruments (typically in an institutional round lot position) in a current sale. Evaluations are determined in good faith using reasonable care based on PRD’s proprietary models and methodologies, using relevant market, sector, issue, and issuer information then available to PRD (including bid information communicated by our Customers), market assumptions and/or broker quotes. Evaluations may not conform to actual purchase or sale prices in the marketplace or to information available from third parties (Furthermore, the process PRD follows for producing intra-day fixed income valuations may be different than the process it utilizes for creating fixed income Evaluations, and the results may differ, in some cases, materially. a description of the calculation of the intra-day valuations is set forth below for Customer’s reference). Evaluations and intra-day fixed income valuations are sometimes referred to as “prices” solely for convenience of reference. Evaluations do not represent an offer to purchase or sell any security or any other instrument.
- B) PRD calculates both continuous fixed income Evaluations (“CEP Evaluations”), as well as end of day Evaluations (“EOD Evaluations”). The preparation of 3:00 p.m. and 4:00 p.m. ET benchmark-based EOD Evaluations, and/or EOD Evaluations for markets outside the United States which are prepared for the applicable market close time (or within an hour of such close time), include validation and review processes performed by evaluators (referred to herein as “Validation Checks”), the results of which may not be available in CEP at 3:00 p.m. and 4:00 p.m. ET or within an hour from local market close times, respectively. The results of Validation Checks are reflected in CEP Evaluations as the Validation Checks are processed, but it is not possible to know in advance whether a particular security is subject to unprocessed Validation Checks on a given day, how much time is required for Validation Checks to be completed, or whether the completion of Validation Checks will result in any update to the Evaluation for that security. As a result, Customer should carefully consider the intended use of Evaluations in light of the nature and timing of available EOD and CEP data before determining which Service is appropriate for Customer’s intended applications. EOD Evaluations may be more appropriate for certain applications, such as determination of U.S. registered investment company NAV calculations at 3:00 p.m. or 4:00 p.m. ET, than CEP Evaluations.