

TERMS AND CONDITIONS FOR THE RECEIPT AND USE OF GLOBAL INDEX FEED DATA

1. AGREEMENT

The terms of this Global Index Feed Data agreement (“**Agreement**”) consist of: (1) these Terms and Conditions for the Receipt and Use of Global Index Feed Data including any exhibits incorporated by reference and/or attached hereto (the “**Terms and Conditions**”); and (2) an order schedule making reference to these Terms and Conditions (“**Exhibit A**”) 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 customer identified in Exhibit A (“**Customer**”). ICE Data and Customer each being a “Party” and, collectively, the “Parties”.

2. LICENSE GRANT

Conditioned on, and subject to, compliance with this Agreement, ICE Data hereby grants to Customer and Customer hereby accepts, for the duration of this Agreement, a non-exclusive, limited, and non-transferable license to (1) receive (via a Vendor (as defined below)) and use Global Index Feed Data (as defined below); and (2) perform or provide the Subscriber Services (as defined below) as a Vendor, with such license as specified in this Section 2 granted (a) to the extent, for the purposes, and in the manner specified in Exhibit A, and (b) only in accordance with and subject to this Agreement. Customer is expressly restricted from any use of the Global Index Feed Data other than for the purposes permitted herein.

3. DEFINITIONS

- (a) “Customer Affiliate” means any an entity that (i) 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, and (ii) as listed in Exhibit A.
- (b) “Global Index Feed Data” means the information delivered via the Global Index Feed, including information derived therefrom.
- (c) “Subscriber” means a recipient of Global Index Feed Data through a Subscriber Service from a Vendor.
- (d) “Subscriber Service” refers to any service involving the use of Global Index Feed Data that Customer, as a Vendor, may create and provide to its own officers, partners and employees and/or to Subscribers, as described in Exhibit A.
- (e) “Unauthorized Recipient” is any person who receives access to the Global Index Feed Data from Customer other than a Subscriber or Customer Affiliate that is authorized to access Global Index Feed Data.
- (f) “Ticker Display” means a continuous moving display of Global Index Feed Data provided on any device.
- (g) “Vendor” means any person engaged in the business of providing Subscriber Services to brokers, dealers, investors or other persons who is licensed to disseminate Global Index Feed Data.

4. PROPRIETARY INTERESTS

(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 Global Index Feed Data, the ICE Data marks and other third party marks (“Marks”), copyrights and other proprietary rights insofar as such infringement conflicts with or impairs Customer’s rights and privileges hereunder.

(b) Customer 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) The Global Index Feed Data is 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 Customer agrees that it has no proprietary interest therein. Customer agrees that ownership of the Global Index Feed Data and the Marks shall remain exclusively vested in ICE Data, its affiliates and their respective Third Party Suppliers (as defined below). All goodwill, if any, arising from Customer's use of the Marks shall inure solely to ICE Data. All rights not expressly granted to Customer are reserved to ICE Data. Customer acknowledges that Customer does not hereby obtain any ownership of the Global Index Feed Data or any part thereof. Customer agrees to exercise at least the same degree of care to preserve the confidentiality of the Global Index Feed Data (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) ICE Data reserves the right, at any time, and without prior notice, to (i) make adjustments to the composition or calculation method of any part of the Global Index Feed Data; (ii) cease to publish certain Global Index Feed Data, or (iii) discontinue the dissemination of any or all of the Global Index Feed Data.

(e) Customer agrees that any ideas, suggestions or specifications that are provided by or through Customer may be freely used by ICE Data in the creation or improvement of the Global Index Feed Data or in its index-related business. Such use by ICE Data does not grant to Customer any right, title or interest in the Global Index Feed Data or in its index-related business. Customer shall otherwise be free to use its ideas, suggestions and specifications.

(f) Customer shall not take any action to register any Marks. Customer further agrees never to challenge, contest or question the validity of the Marks or any related trademark registrations. Customer agrees not to create a composition mark with, or use confusingly similar marks or trade dress to, the Marks or dilute the distinctiveness of any Marks. Customer recognizes the great value of the goodwill associated with the Marks and will not disparage or degrade the value of the Marks.

5. CUSTOMER ACCESS TO GLOBAL INDEX FEED DATA

(a) Customer acknowledges that the Global Index Feed Data may include data, content, information or other services from third parties, including, but not limited to, ICE Data affiliates, 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"). Customer agrees to be bound by additional terms which may be imposed and updated by Third Party Suppliers from time to time, in connection with Customer's use of such Third Party Supplier data. In addition, Customer 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 certain data, ICE Data shall not be obligated to provide the Global Index Feed Data until it receives confirmation from the relevant Third Party Supplier that Customer is duly licensed. 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. Provision of the Global Index Feed Data is conditioned on and subject to Customer's agreement to, and compliance with, this Agreement. Customer 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 Vendor's delivery platform.

(b) Customer shall receive access to the Global Index Feed Data (for which applicable access fees will be payable) solely as and to the extent described, and in the manner specified, in the applicable Exhibit A. Where Customer adds, deletes or substitutes either any intermediary or any means of access, ICE Data must first approve the addition, deletion or substitution and any related changes as Section 7 describes.

6. CUSTOMER USE OF GLOBAL INDEX FEED DATA

(a) **PERMITTED USE OF DATA** - Customer may receive and use Global Index Feed Data pursuant to this Agreement solely as and to the extent described, and in the manner specified, in Exhibit A. Except as this Section 6 describes, any re-dissemination or other use of Global Index Feed Data is prohibited. Customer agrees that it shall not use, and shall prohibit and prevent its Subscribers from so using, the Global Index Feed Data in connection with and/or for the purpose of creating an index and/or as a reference index for the purpose of creating, issuing, writing, managing, selling, advising, redeeming, marketing, sponsoring or promoting of any securities or 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).

(b) **SUBSCRIBER SERVICES** - Customer may provide Global Index Feed Data to a Subscriber through a Subscriber Service solely as described and in the manner specified in Exhibit A and only pursuant to such one or more of the following requirements as ICE Data specifies:

- (i) if ICE Data has notified Customer (by such means as ICE Data may specify) that the Subscriber has entered into an appropriate agreement with ICE Data that authorizes the Subscriber to receive and use the Global Index Feed Data; or
- (ii) while the Subscriber is a party to an effective agreement with Customer that includes terms and conditions in the form attached to this Agreement as Exhibit B (if any); or
- (iii) Customer's compliance with such alternative or additional Subscriber Service requirements as ICE Data may from time to time approve in writing.

Where Customer provides a Subscriber Service pursuant to clause (ii) or (iii) of this Section 6(b), Customer shall ensure that it has the ability to modify its agreements with Subscribers, and any alternative subscriber requirements, as ICE Data may from time to time specify. Customer shall effect any such modification promptly, except that Customer may continue to provide a Subscriber Service to any existing Subscriber without effecting the modification for 90 days from receipt of notification from ICE Data. Customer shall discontinue its provision thereafter if the Subscriber has not agreed to the modification(s). Customer shall promptly inform ICE Data of any breach by a Subscriber of the ICE Data-prescribed portions of Customer's agreements with the Subscriber, or of ICE Data-prescribed alternative subscriber requirements, about which it may learn. Customer shall not in any way amend, supplement, or otherwise modify ICE Data-prescribed provisions or requirements or vitiate those provisions or requirements by any collateral agreement or understanding, except as ICE Data may otherwise agree in writing.

(c) **DELAYED GLOBAL INDEX FEED DATA SERVICES** - If Customer elects to provide Delayed Global Index Feed Data Subscriber Services (as specified in Exhibit A), Customer shall:

- (i) comply with any contract and fee collection requirements that ICE Data may specify from time to time as to Subscribers receiving Delayed Global Index Feed Data. For the purposes of this Agreement, Delayed Global Index Feed Data shall mean Global Index Feed Data provided at least 15 minutes after ICE Data makes the Global Index Feed Data available. ICE Data may alter the definition of Delayed Global Index Feed Data from time to time upon 60 days' written notice to Customer;
- (ii) ensure that each display of Delayed Global Index Feed Data conspicuously exhibits a statement indicating that the information has been delayed and the duration of the delay; and
- (iii) ensure that any advertisement, sales literature or other material promoting any Delayed Global Index Feed Data Subscriber Service, and any agreement for that Delayed Global Index Feed Data Subscriber Service, includes such a statement as referred to above in Section 6(c)(ii), in a conspicuous manner that makes it readily visible to any person viewing the display or promotional material. In addition, Customer shall comply, and shall use its best efforts to cause Subscribers to comply, with any other reasonable requirement and/or regulation that ICE Data may adopt from time to time to ensure that viewers of Delayed Global Index Feed Data are not misled as to its nature.

(d) **PERMITTED CONNECTIONS OF TICKER DISPLAY DEVICES** - Customer may connect approved Ticker Display devices to the Global Index Feed solely (i) for persons, and at locations, that ICE Data has

approved for that purpose and (ii) as described and in the manner specified in Exhibit A. Customer shall ensure that any Ticker Display device complies with all ICE Data requirements for content, format and timeliness.

(e) **SECURITIES PROFESSIONAL EXCEPTION** - Insofar as (i) ICE Data determines that Customer is a securities professional (such as a registered broker-dealer or investment adviser) and (ii) Exhibit A does not otherwise permit Customer to provide Global Index Feed Data to a particular person or branch office, Customer, solely in the regular course of its securities business, may occasionally furnish limited amounts of Global Index Feed Data to its customers and clients and to its branch offices. Customer may do so notwithstanding anything to the contrary in this Section 6 and subject to such additional limitations as ICE Data may specify in writing. Customer may so furnish Global Index Feed Data to its customers and clients who are not on Customer's premises solely (i) in written advertisements, educational material, sales literature or similar written communications or (ii) during telephone conversations not entailing the use of computerized voice synthesization, other electronic communication or similar technology. Customer may so furnish Global Index Feed Data to its branch offices solely (i) as the preceding sentence permits or (ii) through manual entry over its communications network. Customer shall not permit any customer or client to take physical possession of any component of the equipment and software used for or in connection with any Subscriber Service, except as Exhibit A may otherwise provide.

7. SERVICE AND SECURITY VARIATIONS AND SUPPLEMENTS

Where Customer adds, deletes or substitutes the contents of the Global Index Feed Data, ICE Data must first approve the addition, deletion or substitution, and any related changes, as described herein. Customer shall submit for ICE Data's approval a description of any proposed, non-trivial variation or supplement to or deletion from any receipt, re-dissemination, other use or display of Global Index Feed Data or to any Global Index Feed Data security safeguard. Customer shall not implement any such variation, supplement or deletion unless ICE Data approves its description in writing, whereupon Exhibit A shall incorporate the description. Customer understands that ICE Data may not approve a proposed variation, supplement or deletion and that it acts at its own risk if any significant effort is expended in development prior to ICE Data's approval. Customer further understands that an approved variation or supplement may be subject to one or more additional or substituted charges payable pursuant to Section 11 below.

8. TRANSMISSION AND EQUIPMENT SECURITY

(a) **PROTECTION OF TRANSMISSIONS AND EQUIPMENT** - Customer shall ensure that Subscriber Service-related data processing, transmission and communications equipment and software are arranged and protected so that, so far as reasonably possible, no person can have unauthorized access to Global Index Feed Data.

(b) **SECURITY BREACHES AND REVISION** - Customer shall ensure that the security safeguards as described in Exhibit A are enforced. If, in its sole discretion, ICE Data determines that one or more persons have unauthorized access to Global Index Feed Data, Customer shall, in accordance with Section 7, take all steps necessary to alter the security safeguards and the manner of its receipt or transmission of Global Index Feed Data so as to preclude the access. Customer shall provide ICE Data with such evidence as ICE Data may request regarding the adequacy of those steps. If ICE Data determines those steps to be inadequate, Customer shall promptly comply with any written notice instructing Customer to discontinue transmitting Global Index Feed Data via those steps that ICE Data has deemed to be inadequate safeguards.

9. CUSTOMER AFFILIATES

(a) **CUSTOMER AFFILIATES** - Subject to the charges specified in Section 11(a), and to other applicable provisions of this Agreement, Customer may provide any Subscriber Service to partners or officers and employees of Customer Affiliates. Customer Affiliates are not third party beneficiaries of this Agreement and Customer alone shall have the right to bring any claim that might otherwise have been brought against ICE Data by a Customer Affiliate.

(b) **CUSTOMER'S GUARANTEE** - Customer unconditionally guarantees that (i) it has the authority to cause, and will, before their access and use of the Global Index Feed Data, cause each of its Customer Affiliates to be bound to such restrictions or limitations to the same extent as Customer; (ii) Customer shall be liable to ICE Data for the acts and omissions of its Customer Affiliates, and (iii) each Customer Affiliate will not cause Customer to fail to

comply with this Agreement. Customer shall inform each Customer Affiliate of all relevant provisions of this Agreement and shall promptly provide ICE Data with a full description whenever it learns that a Customer Affiliate has failed to comply or has caused Customer to fail to comply with this Agreement.

(c) CURE AND DISCONTINUANCE OF ACCESS - Whenever ICE Data notifies Customer in writing that it has determined that a Customer Affiliate has failed to act in accordance with, or in the manner specified in, this Agreement, Customer shall promptly cure the breach or rectify the failure. If ICE Data so instructs, Customer shall discontinue giving Global Index Feed Data access to the partners, officers and employees of the Customer Affiliate, under this Agreement.

10. COOPERATION AS TO UNAUTHORIZED RECEIPT

PREVENTION AND DISCOVERY - Customer shall use best efforts to ensure that no Unauthorized Recipient obtains Global Index Feed Data from Customer or from equipment and software that Customer uses for the Subscriber Services. If an Unauthorized Recipient does obtain Global Index Feed Data, Customer shall use its best efforts to ascertain the source and manner of acquisition, shall fully and promptly brief ICE Data, and shall promptly pay the applicable amounts described in Section 11. Customer shall otherwise cooperate and assist in any investigation relating to any unauthorized receipt of Global Index Feed Data made available pursuant to this Agreement.

11. PAYMENTS

(a) GENERAL CHARGES - Customer shall pay ICE Data in United States dollars the applicable charge(s) from time to time in effect in accordance with ICE Data's published price list located at https://www.theice.com/publicdocs/data/ICE_Data_Global_Index_Feed_Fee_Schedule.pdf. Customer shall pay any amounts due in accordance with Section 11(e) below and such procedures as ICE Data may specify from time to time. In addition to such fees, Customer shall pay all applicable taxes, exchange fees, or amounts equal to 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 Customer no less than ninety (90) days' prior written notice. In the event of an increase in fees (including Third Party Suppliers' fees), Customer 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) CHARGES FOR UNAUTHORIZED REDISTRIBUTION - If Customer has made any unauthorized or unreported provision or use of Global Index Feed Data made available to Customer under this Agreement, Customer shall pay (i) any applicable charge(s) that would have been imposed on Customer, a Subscriber or an Unauthorized Recipient in respect of the provision or use of Global Index Feed Data, whether by Customer or by a Subscriber or Unauthorized Recipient, had it been authorized or reported and (ii) an administrative fee equal to ten percent of those charges. Customer's payment obligations apply regardless of whether a person responsible for an unauthorized provision or use received the Global Index Feed Data from Customer directly or from a person in the chain of dissemination that began with an unauthorized provision or use by Customer.

(c) INTEREST ON UNPAID AMOUNTS - If Customer has not paid any amounts payable pursuant to Section 11(a) within the applicable time parameters, Customer shall pay interest on the unpaid amount. That interest begins to accrue on the 31st day after the payment's due date. Customer shall also pay interest in respect of amounts payable pursuant to Section 11(b)(i) and such interest will begin to accrue as of the date on which the amount would have been payable had the provision or use of Global Index Feed Data been properly authorized or reported. The interest payable under this Section 11(c) will equal the lesser of (i) one and one-half percent per month and (ii) the maximum rate of interest that applicable law permits.

(d) SUBROGATION AND RETURNS - If Customer has paid all amounts due in respect of any Unauthorized Recipient, ICE Data will return to Customer any amounts subsequently received from the Unauthorized Recipient, less any associated collection and administrative expenses.

(e) Payment terms shall be net thirty (30) days from Customer receipt of invoice with all payments made monthly in arrears by Customer to ICE Data.

12. AUDIT AND REPORTS

(a) **RECORDS MAINTENANCE AND PRESERVATION** - Customer shall maintain such billing records, reports, information, Subscriber agreements and other documents as ICE Data may reasonably require from time to time to permit ICE Data to bill for applicable charges and to monitor compliance with this Agreement. Customer shall have the ability to retrieve each such item as it applies to any ICE Data-specified criterion, such as a particular Subscriber Service, Subscriber, location or account number. Customer shall preserve each such item for not less than three years.

(b) **ACCESS TO RECORDS** - During the term of this Agreement and for three years thereafter, Customer shall ensure that any authorized representative of ICE Data is able (i) to examine Customer's books and records relating to the Subscriber Services (including, among other items, the items Customer must maintain pursuant to Section 12(a)); (ii) to copy those books and records and extract information from them, and (iii) to otherwise perform any auditing functions necessary to verify Customer's compliance with this Agreement. All such audits shall be conducted at ICE Data's sole expense, unless an audit by ICE Data reveals an underpayment by Customer to ICE Data of five percent (5%) or more, in which case Customer shall be liable to ICE Data for all reasonable audit expenses incurred by ICE Data.

(c) **INSPECTION** - Customer shall ensure that any person authorized in writing by ICE Data has access, during normal business hours and upon reasonable notice to Customer, to any premises of Customer, any Customer Affiliate, or any person to whom Customer provides Global Index Feed Data. In the presence of officials in charge of the premises, the authorized person may (i) examine any component of equipment and software used for the purposes of this Agreement and located at the premises, and (ii) observe the use of Global Index Feed Data and all operations located or conducted at the premises, but solely to monitor compliance with this Agreement.

(d) **REPORTING** - ICE Data may from time to time require Customer to furnish or report all or some of the items that Section 12(a) requires Customer to maintain. Customer understands that ICE Data may require Customer (i) to so furnish or report some or all of those items upon occurrences of specified events and/or on a periodic basis, and (ii) to provide detailed summaries. At the request of ICE Data, Customer shall have audited, by an independent certified public accountant satisfactory to ICE Data, a list of all Subscribers and any other reasonably requested list, report or information relating to Customer's re-dissemination and/or other use of Global Index Feed Data. Customer shall comply with this Section 12(d) by such methods, in such format and within such time parameters as ICE Data may reasonably specify.

(e) **RELIABILITY OF CUSTOMER'S RECORDS** - Customer shall use its best efforts (including the insertion of appropriate terms in Customer's agreements with Subscribers and Customer Affiliates) to ensure that Customer is supplied with timely, complete and accurate information so that Customer, in complying with this Section 12, maintains and supplies ICE Data with timely, complete and accurate information. Those efforts shall include the use of such entitlement controls as may be described in Exhibit A. ICE Data recognizes that certain information is beyond Customer's control (such as information identifying Subscriber Service-related equipment and software that Customer has not supplied, installed or made available). Subject to the best efforts requirement of this Section 12(e), Customer's obligations under this Section 12 apply to information of this type only to the extent Customer has received it.

13. INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY

(a) Subject to Section 13(b) below, Customer 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 ("Claim(s)") against ICE Data, its affiliates 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 party, arising out of or related to:

- (i) breach of this Agreement by Customer, its Customer Affiliates and/or Subscribers; or
- (ii) use of the Global Index Feed Data by Customer, its Customer Affiliates and/or Subscribers, except for a third party claim that the Global Index Feed Data violates or infringes any trademark, copyright, license, U.S. patent, or other proprietary right of any third party, provided

that Customer, its Customer Affiliates and/or Subscribers are in compliance with the terms of this Agreement.

(b) Customer's indemnity obligations in Section 13(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) Subject to the limitations of liability set forth in this Section 13, if a Claim is made or brought against Customer alleging that ICE Data's proprietary data that forms part of the Global Index Feed Data ("ICE Data IP") infringes upon a copyright, database right, trademark, or U.S. patent, ICE Data shall indemnify and hold harmless Customer against those damages, liabilities, and costs (including reasonable attorneys' fees) that are directly incurred by Customer as the result of such Claim. ICE Data shall have no obligation to indemnify the Customer with respect to any Claim to the extent liability under the Claim arises out of: (i) modifications to the 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 the ICE Data IP other than as set forth in this Agreement.

(d) Procedures. A Party seeking indemnity under this Section 13 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.

(e) ICE Data represents and warrants that ICE Data and/or its affiliates own or have rights to the Global Index Feed Data and the ICE Data Marks and that the license to use the Global Index Feed Data and the ICE Data Marks granted to Customer herein shall not infringe any trademark, copyright or other proprietary right of any third party.

(f) 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 GLOBAL INDEX FEED DATA, AND ANY DATA INCLUDED THEREIN. THE GLOBAL INDEX FEED DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE IS AT CUSTOMER'S OWN RISK.

(g) 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 GLOBAL INDEX FEED DATA. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS, DO NOT WARRANT THAT THE GLOBAL INDEX FEED DATA PROVIDED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GLOBAL INDEX FEED DATA IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(h) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 13(g), IN THE EVENT THAT ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS ARE DETERMINED TO BE LIABLE 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, CUSTOMER EXPRESSLY AGREES THAT ICE DATA'S, ITS AFFILIATES' AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS' AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES OR LOSSES UNDER ALL CAUSES OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ICE DATA FOR THE USE OF GLOBAL INDEX FEED DATA 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.

(i) 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.

(j) Sections 13(f), 13(g), 13(h) and 13(i) are meant to be independent of each other and a failure of essential purpose of one shall not affect the enforceability of the others.

14. EFFECTIVE DATE AND TERMINATION

(a) This Agreement becomes effective on the date of execution of Exhibit A (the “Effective Date”) and shall remain in force as long as such Exhibit A remains in force, unless terminated in accordance with this Section 14. Upon becoming effective, this Agreement supersedes each previous agreement between the parties relating to any receipt or use of Global Index Feed Data that Exhibit A describes. Either Customer or ICE Data may terminate this Agreement on 30 days’ written notice to the other.

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

15. PROVISION OF SERVICE TO ICE DATA

Upon request by ICE Data, Customer shall provide to ICE Data, free of charge, one subscription to such one or more of Customer’s Subscriber Services as the request may identify, together with the equipment necessary to receive, display or communicate the Subscriber Service(s). ICE Data shall use such subscription solely for purposes of demonstrating the Subscriber Service(s) and monitoring Customer’s compliance with this Agreement.

16. 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 Global Index Feed Data, details of products, prices, technical specifications, other trade secrets (whether oral, written or in any other form) of ICE Data, 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 under Section 16(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 Section 16(a) 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) 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 16(b) and (ii) remain subject to the provisions of this Section 16 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>. Where the Customer is subject to 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 a part of the EU or EEA), Switzerland 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. Where Customer provides Personal Information to ICE Data for purposes of providing the Global Index Feed Data (“Customer’s Personal Information”), ICE Data shall act as a service provider with respect to such Customer’s Personal Information. ICE Data shall process Customer’s Personal Information consistent with ICE Data’s Privacy Policy and unless Customer provides prior written approval, ICE Data shall not collect, retain, use, disclose, or sell Customer’s Personal Information for any purpose other than providing the Global Index Feed Data 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 Customer or one of 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 this Agreement and, in the event of conflict with any other terms of this Agreement, shall prevail over such terms.

17. EAR/OFAC/ANTI-SOCIAL FORCES

(a) Customer acknowledges that the Global Index Feed Data 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 as applicable to the Global Index Feed Data and related technical information, documents and materials; (ii) cooperate fully with ICE Data and its affiliates in any official or unofficial audit or inspection that relates to the Controls and the Global Index Feed Data and related technical information, documents and materials; 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 unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls. For the purpose of this Section 17, 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 forty-eight (48) hours after it determines that any of these circumstances, as they relate to the Global Index Feed Data, 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 Global Index Feed Data 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 Section 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.

18. GENERAL PROVISIONS

(a) ICE Data agrees not to use or make any public reference, whether written or oral, to Customer or its Customer Affiliates by name or use of trade mark without the prior consent of Customer and/or the relevant Customer Affiliates.

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

(j) Customer agrees that any Third Party Supplier of any portion of the Global Index Feed Data may enforce its rights against Customer as an intended third-party beneficiary of this Agreement, even though such Third Party Supplier is not a party to this Agreement. Customer shall, where applicable, and as required to receive certain portions of the Global Index Feed Data, enter into separate agreements with ICE Data, its affiliates and/or Third Party Suppliers, and Customer's failure to comply with the provisions of this Section 18(j) shall constitute a material breach of this Agreement.

(k) 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.

(l) Sections 11 (in respect of any outstanding fees), 12, 13, 16 and 18 shall survive the expiration or termination of this Agreement.

(m) Parties shall comply with applicable laws and regulations.

(n) 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 Exhibit A.

(o) 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.

(p) 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.

(q) 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.