



## 1. BROADRIDGE MUTUAL FUND REDEMPTION FEE SERVICE THIRD PARTY DATA TERMS.

1.1 Broadridge Mutual Fund Redemption Fee Services (the “**Redemption Fee Service**”) is provided by Broadridge Financial Solutions, Inc. Broadridge provides FIS with a data feed daily containing Mutual Fund Redemption Fee information (the “**Redemption Fee Data**”). FIS will (i) provide the Redemption Fee Data to Client for the population of Client’s Mutual Fund Redemption Fee Tables (the “**Tables**”), and (ii) scan the CUSIPs maintained in Client’s Master Security File in the Solution against the CUSIPs included within the Redemption Fee Data (the “**Redemption Fee Service**”). In connection with the Redemption Fee Service, FIS and Client agree as follows:

1.1.1 FIS grants to Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited license solely to (a) view the Redemption Fee Data within the Solution, and (ii) use the Redemption Fee Data for the purpose of calculating mutual fund early redemption fees. In no event shall Client, or any employee or agent of Client, use the Redemption Fee Data other than as permitted in the foregoing sentence. Client shall not, nor shall it permit any employee or agent of Client to, resell, redistribute, license, transfer, copy or otherwise reproduce, modify, or provide access to the Redemption Fee Data or any portion thereof to any party other than employees or agents of Client who have a need to use the Redemption Fee Data in accordance with the purposes set forth above. Client shall not exploit for the benefit of itself or any third party the Redemption Fee Data nor shall its use the Redemption Fee Data, or any portion thereof, in connection with any unlawful purpose or activity, including without limitation any use that violates any state or Federal securities law or regulation.

1.1.2 FIS will maintain on its website or in such other alternative location as it may deem appropriate and notify Client of a listing of the Fund Company records contained in the Redemption Fee Data. Said listing will be updated by FIS from time to time and it, along with any updates thereto, shall hereinafter be collectively referred to as the “Fund Company Records”. Client acknowledges that all funds included within its Tables must be identical to those set forth in the Fund Company Records.

1.1.3 Client acknowledges that Broadridge is the source of the Redemption Fee Data and that Broadridge and/or its licensors own all exclusive proprietary rights to the Redemption Fee Data. Except for the limited license rights set forth in these Terms, these Terms do not grant Client any other rights, licenses, or ownership interest in any or all of the Redemption Fee Data or any other property of Broadridge.

1.1.4 Client further acknowledges that any CUSIP numbering descriptions furnished to it in connection with the Redemption Fee Data and the Redemption Fee Service contain information obtained, selected, arranged and published by the Standard & Poor’s CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. under the authority of The American Bankers Association and that such CUSIP numbers and descriptions constitute valuable intellectual property of the Standard & Poor’s CUSIP Service Bureau and The American Bankers Association. Client represents and agrees that it does not intend and will not publish or distribute to any person or entity any or all of the CUSIP numbers and descriptions furnished pursuant to this Order provided, however, that this Order shall not be deemed to prohibit the use of CUSIP uniform descriptions and CUSIP numbers in the normal internal calculation of mutual fund early redemption fees so long that the use of such descriptions and numbers is not intended and does not serve the purpose of the creation or maintenance of a file of CUSIP descriptions or numbers for itself or for any third party recipients of such service and is not intended and does not serve in any way as substitute for the CUSIP directories, supplements and updating services.

1.1.5 NEITHER FIS NOR BROADRIDGE MAKES ANY WARRANTIES WHATSOEVER TO CLIENT OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE REDEMPTION FEE DATA PROVIDED BY BROADRIDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO FITNESS, MERCHANTABILITY OR ANY OTHER MATTER. NEITHER FIS NOR BROADRIDGE SHALL HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY IN ANY WAY ARISING OUT OF ANY ERROR OR OMISSION IN THE REDEMPTION FEE DATA PROVIDED BY BROADRIDGE; A DELAY BY BROADRIDGE IN PROVIDING, OR A FAILURE OF BROADRIDGE TO PROVIDE, THE REDEMPTION FEE DATA; OR A CLAIM RESULTING FROM ANY OTHER DATA OR SERVICES NOW OR HEREAFTER PROVIDED BY BROADRIDGE PURSUANT TO THIS ORDER. IN NO EVENT SHALL FIS OR BROADRIDGE BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, INJURY, OR DAMAGES RESULTING FROM THE CLIENT’S USE OF THE REDEMPTION FEE DATA PROVIDED BY BROADRIDGE.

1.1.6 Client shall indemnify, defend and hold FIS harmless, and all officers, directors, employees and agents thereof, from all liabilities, claims, damages, losses, costs, expenses, judgments, arbitration awards, demands, suits, and actions (including without limitation legal expenses, settlement costs and reasonable attorneys’ fees arising from or in connection with Client’s (i) breach of license or any use restriction set forth in this herein, or (ii) use of the Redemption Fee Data in any manner other than as permitted herein.