



1. FIS COMMODITY RISK MANAGER SAAS THIRD PARTY TERMS.

1.1 If Client licenses Third-Party Data (not including FIS Commodity Data Services) which is provided by FIS Data Management Solutions Inc. ("**Distributor**"), the FIS Data Management terms below apply.

1.1.1 Client agrees to use the Distributor-provided market data and/or information solely as via the FIS Applications (the "**Service**").

1.1.2 Client agrees that its arrangement with Distributor for receipt of the market data and/or information is subject to termination without notice, and without liability to the Distributor, in the event that any agreement between Distributor and a vendor, licensor or data feed source is terminated for any reason;

1.1.3 Client agrees to comply with any conditions, restrictions or limitations imposed by any of the third-party providers, including obtaining any applicable written approvals from the appropriate third party providers;

1.1.4 Client expressly agrees that use of the Service is at its own risk and is provided "as is". Distributor, its licensors, data feed sources and third-party providers disclaim all warranties, express or implied, oral or written, including but not limited to implied warranties of merchantability or fitness for a particular purpose, course of dealing, course of performance, usage of trade, quality of information or otherwise. This disclaimer includes direct, indirect, incidental, consequential, special, loss of revenue, loss of profits, and any and all forms of damages regardless of the form of action or the basis of the claim, whether or not foreseeable, and regardless of whether FIS, Distributor, its licensors and affiliates or any third parties have been apprised or were aware of the possibility of such loss or damages; and

1.1.5 Client expressly agrees that it shall defend, indemnify and hold harmless Distributor, its licensors and affiliates and their respective directors, officers and employees from and against any claim, damage, loss, cost or expense (including reasonable attorney's fees) incurred by Distributor or its licensors and affiliates arising out of or related to Client's failure to comply with the provisions of these Data Feed Distributor Provisions and/or Client's failure to enter into an agreement as required hereunder.