



1. ICE DATA THIRD PARTY TERMS.

1.1 Client will pay to FIS the monthly charges for the ICE Data for any full or partial month. FIS may revise any such charges from time to time with 60 days' notice, in which case Client shall have 30 days in which it may elect to terminate any ICE Data directly affected by such changed charge. The Commencement Date for ICE Data shall be the Order Effective Date.

1.2 THE ICE DATA IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. NEITHER FIS NOR ICE MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ICE DATA, OR ANY PROGRAM PROVIDED THEREIN, OR AS TO THE COMPLETENESS OR ACCURACY OF ANY ICE DATA. Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of the ICE Data. Client will indemnify and hold FIS harmless against any claim by any third party or its clients as a result of any fault in the provision of the ICE Data to the Client or any inaccuracy in the information supplied to Client.

1.3 The ICE Data is provided by ICE, who compiles and forwards information comprising the ICE Data to FIS, which reformats such ICE Data and makes it available to Client. ICE may require a separate usage license directly with Client, and FIS shall not provide access to any such ICE Data until ICE notifies FIS that Client may access such ICE Data. To the extent of any conflict between the terms of any such ICE license to which FIS is also a signatory and the terms hereof, the terms of the ICE license shall govern. In the event ICE ceases to provide the ICE Data to FIS, or directs FIS to cease distribution of the ICE Data, FIS shall have no liability for such cessation and no further obligation to provide such ICE Data to Client.

1.4 In the event that Client receives data from ICE containing evaluations or other data for certain securities, rather than market quotations, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many technologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by ICE, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) ICE's methodologies used to provide the pricing portion of certain ICE Data may rely on evaluations; however, Client acknowledges that there may be errors or defects in ICE's software, database, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Client assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the ICE services in Client's applications, regardless of any efforts made by ICE in this respect. Client shall indemnify and hold ICE completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the ICE services or ICE Data.

1.5 Client acknowledges that the ICE Data is intended for use by institutional investors, registered brokers, professionals and others of similar sophistication and experience.

1.6 Client accepts responsibility for, and acknowledges it exercises its own independent judgement in, its selection of any of the ICE Data, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under securities law.

1.7 Client shall indemnify ICE and its suppliers against and hold ICE harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against ICE or its suppliers by a third party arising out of or related to any ICE Data received by Client, or any data, information, services, report, analysis or publication derived therefrom. Neither ICE nor its suppliers shall be liable for any claim or demand against Client by a third party.

1.8 ICE and its third-party suppliers shall constitute third party beneficiaries hereunder. The limitations of liability set forth in the FTCs do not apply to any claims for which indemnification is provided by Client pursuant to these ICE Data Terms.