



1. **ICE PRICING SERVICES/ ICE APEX / MOODY'S RATINGS SERVICES THIRD PARTY TERMS.** In connection with the Solution set forth in this Order, FIS will provide Client with access to ICE Pricing Services (the "**ICE Data**") provided by or through ICE Data Services, Inc. or one of its affiliates or subsidiaries ("**ICE**") in accordance with the terms of the Order and the Third-Party Products Terms. In the event of a conflict between the terms and conditions of these Third-Party Products Terms and the Order, the terms and conditions of these Third-Party Products Terms shall apply with respect to the ICE Data provided hereunder in connection with receipt and use of the ICE Data, Client agrees as follows:

1.1 If applicable, Client will pay to FIS the monthly charges for the ICE Data specified in the Order 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 monthly charges will be due in accordance with the FTCs. Should additions to the ICE Data be made under this Order, the additional charges will be listed as an amendment and subject to the same terms as the existing ICE Data. Payment for ICE Data shall begin on the Order Effective Date.

1.2 FIS grants to Client a non-exclusive, non-transferable limited license (i) to use the ICE Data only in connection with the Solution and for Client's Internal Use, including the right to save and print the ICE Data, and upload or download insubstantial portions of the ICE Data into third party display/presentation applications such as Microsoft Word and Excel or similar consumer software packages in connection with Client's preparation of portfolio and investment management and accounting reports and related reports and analyses that contain insubstantial portions of the ICE Data and (ii) to run, use, operate and perform (collectively "**use**") the ICE Data and the documentation therefore, including any updates provided by ICE, solely on Client's computer on which the Solution is installed, in connection with Client's operation of the Solution. Client (i) shall have no right to further sublicense the rights granted herein or any rights whatsoever with respect to the source code of the ICE software; (ii) shall not modify, prepare derivative works from, decompile, reverse engineer, disassemble or decrypt the ICE software or any part thereof or otherwise attempt to derive source code from the ICE software or the documentation therefore; or (iii) shall not remove, obscure, or alter ICE's copyright notices, trademark notices or other proprietary rights notices affixed to or contained within the ICE Data or its documentation. For purposes of these Third Party Products Terms, "Internal Use" means use for Client's benefit including, but not limited to, preparation of hardcopy reports, but expressly excludes (i) further redistribution, dissemination, syndication or provision of access by Client of ICE Data in electronic form to any other third party; or (ii) the construction of products or services by Client that may compete with any of the ICE Data or the Solution, which Internal Use does not include for the benefit of an affiliate of Client or a joint venture to which Client is a party.

1.3 Client acknowledges that 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. Although the ICE Data is obtained from sources considered by FIS to be reliable, the accuracy and completeness thereof are not guaranteed and neither FIS nor ICE shall have any liability for errors, delays, interruptions, omissions, or malfunctions with respect to the ICE Data or its delivery, regardless of the cause or source thereof, including negligence. 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. Client also acknowledges and agrees that FIS is obligated to disclose the existence of this Order and information related thereto to ICE. Client further acknowledges that ICE may change from time to time the terms on which the ICE Data is licensed to FIS and may require restrictions on Client's use of the ICE Data. Client agrees to abide by all restrictions placed on the use of the ICE Data by FIS or by ICE. In the event ICE ceases to provide the ICE Data to FIS or directs FIS to cease distribution of the ICE Data, as the case may be, to Client, FIS shall not have any liability under this Order for such cessation and FIS shall have no further obligation to provide such ICE Data to Client.

1.4 FIS WILL PROVIDE THE ICE DATA SPECIFIED IN THE PRICING ATTACHMENT TO THE ORDER. 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 ACCURACY OF ANY ICE DATA.

1.5 ADDITIONAL TERMS RELATING TO CUSIP AND ABA:

1.5.1 The ICE Data contains certain third-party data which is owned by CUSIP Global Services ("**Supplier**" or "**CGS**") and/or the American Bankers Association ("**ABA**"), such data to be termed the "**CUSIP Database**". The following terms shall apply to the CUSIP Database, and shall survive any termination of its right of access to the CUSIP Database, and in the event of a conflict of the terms below with those of this Software Schedule, such terms shall prevail:

1.5.2 Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CGS and ABA, and that no proprietary rights are



being transferred to Client in such materials or in any of the information contained therein. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

1.5.3 Client agrees that Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

1.5.4 NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

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

1.5.6 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.

1.5.7 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.

1.5.8 ICE and its third-party suppliers shall constitute third party beneficiaries hereunder.

1.6 LIMITATION OF LIABILITY. IN NO EVENT SHALL FIS, ICE OR ANY OF ICE'S THIRD-PARTY SUPPLIERS HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIM BY CLIENT, ANY CLIENT OF CLIENT OR ANY THIRD PARTY ARISING FROM OR RELATING TO THE ICE DATA, INCLUDING CLAIMS RELATING TO INACCURACIES, ERRORS, OR OMISSIONS. Neither Client, FIS, ICE nor ICE's third party suppliers shall be liable for (i) any special, indirect, or consequential damages (even if advised of the possibility of such), (ii) any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply, or (iii) any claim that arose more than 1 year prior to the institution of suit therefor.

1.7 Client acknowledges that the Services are intended for use as an aid to institutional investors, registered brokers or professionals and others of similar sophistication and experience. Client accepts responsibility for, and acknowledges it exercises its own independent judgment 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.

1.8 Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of the ICE Data. Client shall indemnify FIS, ICE and ICE's third party suppliers against and hold FIS, ICE and ICE's third party suppliers harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against FIS, ICE or ICE's third party suppliers by a third party or its clients arising out of or related to any ICE Data, any fault in the provision of the ICE Data to Client, any inaccuracy in the information supplied to Client, or any data, information, services, report, analysis or publication derived from the ICE Data. Neither FIS, ICE nor ICE's third-party suppliers shall be liable for any claim or demand against Client by a



third-party. The limitations set forth in the Limitation of Liability Section of the FTCs do not apply to claims for which indemnification is provided by Client hereunder.

1.9 ICE and its third-party suppliers shall constitute third-party beneficiaries hereunder.

1.10 In the event that Client at any time receives data from ICE containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, 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.

1.11 Moody’s ratings (“**Ratings**”) are proprietary to Moody’s and/or its affiliates and are protected by copyright and other intellectual property laws. Ratings are licensed to FIS by Moody’s. RATINGS MAY NOT BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY’S PRIOR WRITTEN CONSENT.

FIS does not grant Client any proprietary or ownership right in the Moody’s Ratings nor does it represent that it possesses the power or right to grant such ownership rights. Client agrees and acknowledges that the Moody’s Ratings are and shall remain the valuable intellectual property owned by, or licensed to, Moody’s and that no proprietary rights are being transferred to Client in the Ratings or in any of the information contained therein. Client agrees that misappropriation or misuse of the Ratings shall cause serious damage to Moody’s and that in such event money damages may not constitute sufficient compensation to Moody’s; consequently, Client agrees that in the event of any misappropriation or misuse, Moody’s shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which Moody’s may be entitled.

Pursuant to Section 17 (b) of the Securities Act of 1933, it is disclosed that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody’s have, prior to assignment of any rating, agreed to pay to Moody’s for the appraisal and rating services rendered by it fees ranging from \$1,500 to \$1,500,000.

Client expressly agrees, on behalf of itself and each other person or entity that it permits to use the Ratings in accordance with the provisions of the Order and these Third Party Products Terms (“**Ratings Client**”), that (a) the credit ratings and other opinions contained in the Ratings are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities, (b) each rating or other opinion will be weighed solely as one factor in any investment decision made by or on behalf of Client or any Ratings Client, and (c) it will accordingly make its own study and evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling.

1.12 This Article shall be governed and construed in accordance with the laws of New York State.

1.13 ICE APEX. If the Order reflects that Client has purchased ICE’s Data Apex Reference Data Services (“**Apex**”), the following applies: The CUSIP information supplied through the Solution is obtained electronically by FIS from Apex, a solution of ICE or one of its affiliates or subsidiary companies. FIS grants a license to and shall install the Apex interface that works in conjunction with Apex to establish a CUSIP not already available in the Client’s Solution production database. Once the previously unavailable CUSIP is updated in the Solution production database, the Apex interface automatically queues a QuikFlow Security Master Maintenance action based on Client’s selections.