

1. MARKET MAP THIRD-PARTY DATA TERMS.

1.1 FIS shall provide the Third-Party Data obtained from a third-party data vendor ("**Third-Party Provider**"). The Third-Party Data shall be used only in conjunction with the Solution with which it was provided. If notified by FIS, Client may be required to enter into an agreement with the Third-Party Provider and pursuant to that agreement, Client may be required to pay fees to the Third-Party Provider. Client agrees to comply with any conditions imposed by any Third-Party Provider, including obtaining any applicable written approvals or, in the absence of such required approval, accepts FIS may be required to terminate the relevant portion of the Third-Party Data. Client shall not provide access to the Third-Party Data provided hereunder to any third party. Use of the Third-Party Data is restricted to Client's internal use only. Client shall remain liable for all use of the Third-Party Data by its employees, agents or any other Person who obtains access to the Third-Party Data from or through Client.

1.2 The provision of certain Third-Party Data is subject to the payment by Client of certain fees. FIS will invoice Client based on (i) Client's use of the Third-Party Data recorded in FIS' data management and reporting system, and (ii) the prevailing price list published by the relevant Third-Party Provider. Such fees are subject to discretionary modifications by Third-Party Providers, and fees due may be invoiced directly by Third-Party Providers, in which case Client shall pay the required fees directly.

1.3 FIS may be required to provide the Third-Party Providers with information and data about Client and its users in connection with their use of the Third-Party Data. The Third-Party Providers, FIS or their appointed representatives may, by giving at least 30 days (or such shorter period, as determined by the relevant Third-Party Provider) advance notice: (a) require Client to provide access to all documents pertaining to Client's use of Third-Party Data, including any historical reports; and (b) conduct audits at Client's premises, and access all Client's relevant systems in connection with Client's use of Third-Party Data, to verify such use.

1.4 Client shall display such notices and agreements regarding Third-Party Data as are provided by FIS in the exact manner specified by FIS. Third-Party Providers may modify or discontinue the availability of Third-Party Data or the terms, rules or notices applicable to Third-Party Data. Any changes required by the Third-Party Providers are made a part of the Agreement by FIS' notice (email sufficient) of such changes to Client. Client may elect to terminate the affected Third-Party Data in writing within 30 days of its receipt of such notice.

1.5 Receipt of the Third-Party Data is subject to termination (with or without notice) in the event that any agreement between FIS and the relevant Third-Party Provider is terminated or amended for any reason and neither the Third-Party Providers nor FIS shall have any liability in connection with any such termination.

1.6 If FIS has reason to suspect that Client fails to use the Third-Party Data lawfully including in accordance with the Agreement or is directed by the Third-Party Provider, FIS may, without liability to Client, immediately suspend the provision of the affected Third-Party Data to Client, on notice to Client (email sufficient).

1.7 FIS and the Third-Party Provider, including its licensors, disclaim all liability for the adequacy, truth, timeliness, accuracy, malfunctions or completeness of the Third-Party Data, and the Third-Party Data is provided "as is".

1.8 Client shall defend, indemnify and hold harmless FIS, the Third-Party Providers and respective affiliates from and against any and all claims asserted against FIS, the Third-Party Providers and respective affiliates arising out of Client's failure to comply with these Third-Party Data terms, or any person's use of the Third-Party Data, or any inaccuracy in the Third-Party Data supplied to Client.

1.9 To the extent required by FIS' agreement with the Third-Party Provider, the Third-Party Provider is a third-party beneficiary to the Agreement with respect to the enforcement of these Third-Party Data terms.