

## **1. CME DEPLOYABLE MARGIN SOFTWARE TERMS.**

1.1 The open-source software utilized by the CME Deployable Margin Software is licensed under the terms of the open-source license that accompanies it or is made available with such open-source software, including in Section "Open Source" of this Order or via a website designated by FIS. Nothing in this Order limits Client's rights under, or grants Client rights that supersede, the terms and conditions of any applicable license for such open-source software. The CME Deployable Margin Software shall not be deemed to be part of the Solution under the Agreement and FIS shall have no liability for any performance problem, claim of infringement or other matter to the extent attributable to such CME Deployable Margin Software. No FIS support services, service levels, service level credits or warranties under the Agreement shall apply to the CME Deployable Margin Software or to any Error or other incident attributable to the CME Deployable Margin Software. FIS shall not be liable for Client's use of the CME Deployable Margin Software, or the accuracy of the initial margin results returned from the use of the CME Deployable Margin Software.

1.2 The license term of the CME Deployable Margin Software shall commence on the Order Effective Date, shall continue for 1 year, and shall automatically renew itself for additional 1-year terms thereafter unless, either the Agreement or this Order terminates, or FIS provides written notice of termination of this Order 30 days prior to and effective upon the expiration of the original term or any renewal term hereof.

1.3 FIS shall provide, and Client shall accept, the CME Deployable Margin Software on the terms and conditions set forth herein.

1.4 Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of initial margin results returned from the CME Deployable Margin Software. Client will indemnify and hold FIS harmless against any claim by any third party or its customers as a result of any use of the CME Deployable Margin Software by Client. The limitations set forth in the Agreement do not apply to claims for which indemnification is provided by Client hereunder.

1.5 THE CME DEPLOYABLE MARGIN SOFTWARE IS PROVIDED "AS IS" "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL FIS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, STRICT LIABILITY, OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE) OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE CME DEPLOYABLE MARGIN SOFTWARE OR THE USE OR OTHER DEALINGS IN THE CME DEPLOYABLE MARGIN SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

1.6 CME SOFTWARE. The CME Software specified in the Pricing Attachment will be provided in accordance with the following terms:

1.6.1 The open-source software utilized by the CME Software is licensed under the terms of the open-source license that accompanies it or is made available with such open-source software, including in Section "Open Source" of this Order or via a website designated by FIS. Nothing in this Order limits Client's rights under, or grants Client rights that supersede, the terms and conditions of any applicable license for such open-source software. The CME Software shall not be deemed to be part of the Solution under the Agreement and FIS shall have no liability for any performance problem, claim of infringement or other matter to the extent attributable to such CME Software. No FIS support services, service levels, service level credits or warranties under the Agreement shall apply to the CME Software or to any Error or other incident attributable to the CME Software. FIS shall not be liable for Client's use of the CME Software, or the accuracy of the initial margin results returned from the use of the CME Software.

(a) The license term of the CME Software shall commence on the Order Effective Date, shall continue for 1 year, and shall automatically renew itself for additional 1-year terms thereafter unless, either the Agreement or this Order terminates, or FIS provides written notice of termination of this Order 30 days prior to and effective upon the expiration of the original term or any renewal term hereof.

(b) FIS shall provide, and Client shall accept, the CME Software on the terms and conditions set forth herein.

(c) Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of initial margin results returned from the CME Software. Client will indemnify and hold FIS harmless against any claim by any third party or its customers as a result of any use of the CME Software by Client. The limitations set forth in the Agreement do not apply to claims for which indemnification is provided by Client hereunder.

(d) THE CME SOFTWARE IS PROVIDED "AS IS" "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL FIS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, STRICT LIABILITY, OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE) OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE CME SOFTWARE OR THE USE OR OTHER DEALINGS IN THE CME SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.