

THIRD-PARTY PROVIDER ADDITIONAL TERMS AND CONDITIONS

The Third-Party Provider terms and conditions set forth below (as may be updated from time to time, the “Third-party Link Terms”) apply to the extent Subscriber accesses and/or uses the associated Third-party Provider content via S&P’s products and services identified below. In the event of any conflict between the Third-party Link Terms and the Third-party Provider terms set forth in the Agreement, the Attachment or the Pricing Schedule(s) (and any exhibits, appendices and/or schedules in connection therewith), the Third-Party Link Terms shall prevail and govern Subscriber’s access and use of the relevant Third-party Provider’s content via S&P’s products and services. All references to “S&P” shall mean S&P Global Market Intelligence LLC (or any of its successor entities) and/or its relevant service affiliates.

A.M. Best

SNL Platform

DUN & BRADSTREET

BECRS

GICRS

ISCRS

S&P Capital IQ API

XpressFeed

FITCH RATINGS AND/OR FITCH RESEARCH

BECRS

S&P Capital IQ API

SNL Platform

XpressFeed

FTSE INDUSTRY CLASSIFICATION BENCHMARK (ICB) CLASSIFICATIONS

ISCRS

INTERACTIVE DATA CORPORATION

Capital IQ Desktop

Capital IQ Data Feeds

Capital IQ on Salesforce

ClariFI and ClariFI Xpress

Compustat Data Feeds

Global Credit Portal

Net Advantage on Capital IQ

RatingsDirect on Capital IQ

S&P Capital IQ API

MARKIT

BECRS (Markit Red Codes)

Capital IQ Desktop

XpressFeed

MOODY’S

BECRS

Capital IQ Desktop

Global Credit Portal

S&P Capital IQ API

SNL Platform

XpressFeed

S&P GLOBAL RATINGS

Capital IQ Desktop
Credit Pro
Credit Wire
Global Credit Portal
Net Advantage on Capital IQ
RatingsDirect on Capital IQ
RatingsXpress
S&P Capital IQ API
SNL Platform
XpressFeed

THIRD-PARTY PROVIDER DATA USE/DISTRIBUTION RESTRICTIONS AND/OR DIRECT CONTRACTING REQUIREMENTS

Capital IQ Desktop
Capital IQ on Salesforce
ClariFI and ClariFI Xpress
Credit Analytics on Capital IQ
Credit Pro
Credit Wire
Default Analytics
Global Credit Portal
Loss Stats
Net Advantage on Capital IQ
RatingsDirect on Capital IQ
S&P Capital IQ API
SNL Data Feeds
SNL Platform

THOMSON REUTERS

Capital IQ Desktop
SNL Data Feeds
SNL Platform
XpressFeed

A.M. Best

1. Subscriber acknowledges and agrees that A.M. Best Financial Strength, Issuer Credit and Issue Ratings (“Best’s Credit Ratings”), press releases and other data items contained in the Services (the “A.M. Best Content”) are and shall remain valuable intellectual property owned by, or licensed to, A.M. Best Company, Inc. and/or its affiliates (collectively, “A.M. Best”).
2. Subscriber agrees and acknowledges that (a) A.M. Best shall retain the sole and exclusive right, title and ownership in and to any applicable copyrights, trade secrets, patents, trademarks and other intellectual and proprietary rights in the A.M. Best Content provided to or accessed by Subscriber by reason of this Agreement, and (b) no title to nor ownership of A.M. Best Content, or any part thereof, is or shall be transferred to Subscriber by reason of this Agreement.
3. Subscriber agrees that it shall not publish or distribute in any medium the A.M. Best Content or any information contained therein to any third person or entity not subject to the terms of this Agreement, except as may be permitted in a separate license agreement between Subscriber and A.M. Best, provided however that Subscriber may provide to third parties, on an incidental basis and in the ordinary course of its operations, limited and insubstantial amounts of information and data from the A.M. Best Content, in reports, presentations and other similar work product. Subscriber further agrees that the use of information from the A.M. Best Content is not intended to serve in any way as a substitute for a license and/or service directly from A.M. Best.
4. Unless it has a direct license agreement with A.M. Best that permits otherwise, Subscriber shall not store A.M. Best Content in a centralized or interdepartmental database management system utilizing features, such as indexes, for dynamic report building.
5. Any breach of the Agreement by Subscriber may be enforced by A.M. Best, to the extent such breach directly involves A.M. Best Content, by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Subscriber agrees that A.M. Best may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement. Subscriber shall, where applicable, and as required to receive certain portions of the Services, enter into separate agreements with A.M. Best, and Subscriber shall comply with any conditions, restrictions or limitations imposed therein.
6. Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the A.M. Best Content hereunder. Access to the A.M. Best Content distributed through the Services is subject to termination in the event that any agreement between S&P and A.M. Best is terminated or expires in accordance with its terms.

DUN & BRADSTREET

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2. Subscriber acknowledges that all information, including, without limitation, SICS (the “Information”) furnished to Subscriber by Dun & Bradstreet, Inc. (“D&B”) is licensed for the exclusive use of Subscriber. Regardless of the form or format in which the Information is furnished, none of the Information may be made available in whole or in part to any third party. Notwithstanding the foregoing and in relation to Subscriber’s business from time to time, and only when it concerns excerpts of Information and where the provision of such Information is an integral aspect of the services that Subscriber provides as part of Subscriber’s normal business practice, Subscriber may provide excerpts of Information to the extent that the Information is combined with Subscriber’s own advice, recommendations, reports or any other materials that Subscriber compiles or creates in the course of Subscriber’s usual business activities (“Materials”), and Subscriber may display and provide Materials to third parties provided Subscriber shall not disseminate an amount of information which would cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the product and/or services being licensed hereunder. Subscriber agrees that the Information will not be reproduced, it being understood that the Information is licensed for Subscriber’s internal use only, except that Subscriber may make one copy solely for backup purposes. Subscriber agrees that it will use the Information solely as one factor in its credit, insurance, marketing or other business decisions and Subscriber is expressly prohibited from using the Information as a factor in establishing an individual’s eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment. Subscriber agrees not to use the Information to engage in unfair or deceptive practices.
3. Information furnished hereunder may be used for the term set forth on the Pricing Schedule. Upon expiration or termination the Pricing Schedule, the Services Attachment or the Agreement, Subscriber shall immediately destroy all originals and copies of any D&B Information, unless Subscriber are otherwise instructed by D&B or S&P; and upon request, provide D&B or S&P with certification thereof. Subscriber represents and warrants that its use of any Information shall in all cases comply with all applicable federal, state and local laws and regulations.
4. SUBSCRIBER AGREES THAT D&B AND ITS THIRD PARTY INFORMATION PROVIDERS WILL NEVER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ALSO AGREES THAT D&B’S AND ITS THIRD PARTY INFORMATION PROVIDERS’ AGGREGATE LIABILITY, IF ANY, FOR ANY AND ALL

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5. Subscriber acknowledges and agrees that the copyright to the Information is and shall remain with D&B. Subscriber acknowledges that the Information, regardless of form or format, is proprietary to D&B and comprises works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled. Subscriber agrees that it will not commit or permit any act or omission by its agents, employees or any third party that would impair D&B's copyright or other proprietary and intellectual property rights in the Information. Subscriber also agrees that it will not use any D&B trade name, trademark, service mark, logo or copyrighted materials in listings or advertising in any manner without the prior written approval of D&B. Subscriber shall reproduce D&B's copyright notice and proprietary rights legend on all authorized copies of such Information.

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To the extent the Services incorporates ICB classifications, SUBSCRIBER acknowledges and agrees that Subscriber is required to obtain a license from the Financial Times Stock Exchange for ICB, to access, use and distribute the aforementioned data. In the event Subscriber accesses or uses ICB classifications (if any) via the Services, SUBSCRIBER hereby represents and warrants to S&P that it has entered into such a license agreement with S&P and the Financial Times Stock Exchange which (i) permits the distribution of the foregoing data elements incorporated into the Services; (ii) covenants that it shall maintain such license agreements in full force and effect during the term of this Agreement, and (iii) shall use the data only in compliance with the terms and conditions of such licenses (including, but not limited to, the display of any required legal notices and disclaimers).

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1. Interactive Data Corporation and/or its affiliates (collectively, "IDC") are third party data providers to certain components or aspects of the Services. Subscriber's use and/or distribution of IDC data ("Data") made available through the Services are subject to the following additional terms and conditions.

2. To the extent Subscriber is licensing a non-data feed Service (for example, S&P's platform based Services), Subscriber may not use Data in conjunction with Investment Accounting Activities. "Investment Accounting Activities" means back office accounting functions customary in the securities industry, including, but not limited to, trust accounting, fund accounting, brokerage activities, trading and settlement management and reporting, order execution, inventory control, NAV calculation and portfolio valuation for accounting purposes and general back office management of financial and operations functions.

3. NEITHER IDC, ITS AFFILIATES NOR THEIR SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ANY OTHER MATTER AND SHALL HAVE NO LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY ERRORS, OMISSIONS OR MALFUNCTIONS IN THE SERVICES. The Services should not be relied on and are not a substitute for the skill, judgment and experience of

Subscriber, its management, employees, advisors and/or their clients in making investment and other business decisions. IDC disclaims all warranties and representations for the results obtained by the use of the Services by Subscriber or as to the performance thereof. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable securities law.

4. In the event Subscriber is licensed to use the Services to create derived data or derivative works from the Data contained within the Services ("Derived Data"), then such Derived Data shall (a) have their own numerical value separate and apart from the underlying Data points contained within the Services; (b) cannot be reverse-engineered back, disassembled or decompiled into the Data by reasonably foreseeable means; and (c) the creation of which and use of during the Term and post-termination (in the event post-termination rights are granted) are subject to the terms of Subscriber's license agreement with S&P for the Services.

5. In the event Subscriber is licensed to use the Services for a Litigation Purpose, Subscriber agrees to fully defend, indemnify and hold harmless IDC from any liabilities or costs, including reasonable attorney's fees, arising out of use of the Data within the Services for the Litigation Purpose, including Vendor's compliance, response or objection to a subpoena or participation in any proceeding related to the Litigation Purpose as a non-party. A Litigation Purpose is any use of Data in any litigation, arbitration, mediation or similar purpose. Notwithstanding anything to the contrary herein, under no circumstances may Subscriber use Data for a Litigation Purpose that involves price validations for evaluated pricing, without obtaining IDC's prior written consent.

6. In the event that Subscriber at any time receives Data containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (a) evaluated securities are typically complicated financial instruments. There are many methodologies (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 IDC and/or Interactive Data Pricing and Reference Data, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (b) IDC's/Interactive Data Pricing and Reference Data's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Subscriber acknowledges that there may be errors or defects in IDC's/Interactive Data Pricing and Reference Data's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (c) Subscriber must decide on the appropriateness of use of evaluations and other pricing data provided via the Service in Subscriber's applications, regardless of any efforts made by IDC/Interactive Data Pricing and Reference Data in this respect. Subscriber shall indemnify and hold Interactive Data Pricing and Reference Data completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the Service or the Data.

7. Subscriber shall indemnify IDC and its third party suppliers against and hold them harmless from any and all losses, damages, liability, costs, including reasonable attorney's fees, arising from any claim or demand against IDC or their third party suppliers brought by a third party arising out of or related to use of the Data, except that the foregoing indemnity obligation shall not apply in the case of claims arising out of IDC's or its third party suppliers' infringement of a copyright, database right, trademark, or patent provided Subscriber is in compliance with the terms and conditions of the Agreement and the applicable Attachment(s). With respect to Subscribers that are governmental entities, agencies or academic institutions, the foregoing indemnity requirement shall not apply if compliance would violate (a) a statute or regulation applicable to Subscriber, or (b) a bylaw or equivalent governing instrument of Subscriber in existence at the time the Subscriber enters into the Attachment that incorporates this Schedule.

8. Subscriber agrees that IDC may enforce its rights against Subscriber as an intended third-party beneficiary of the Agreement, even though IDC is not a party to the Agreement.

9. For existing IDC clients, the following shall apply: Subscriber shall not cancel or fail to renew delivery of data directly from Interactive Data (the "IDC Data") with the intention of replacing such data, and so replace such data, with the data provided to Subscriber by S&P hereunder. If Subscriber breaches the immediately preceding sentence, S&P shall have the right to terminate delivery of such data on thirty (30) days' notice. To avoid such termination, Subscriber may pay to S&P an amount equal to 100% of the fees paid by Subscriber for the canceled services of Interactive Data during the immediately preceding twelve (12) month period, or if Subscriber was a client of IDC's for less than twelve (12) months, an amount equal to the fees actually paid by such Subscriber as annualized. Such payment, if any, shall be made within twenty (20) days of notice of S&P intention to terminate delivery of such data. Notwithstanding the foregoing, S&P shall not terminate the delivery of such data to the extent Subscriber's termination of delivery of IDC Data directly from IDC has not occurred within forty-five (45) days of the Commencement Date of the relevant Pricing Schedule and Subscriber certifies that it has not cancelled or failed to renew its delivery of IDC Data from IDC with the intention of replacing such data with the data provided to Subscriber by S&P hereunder.

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3. "Data Provider" means those persons who developed, compiled, prepared, revised, selected and arranged the Services (including without limitation certain information sources, professional advisors and other persons or entities that have participated in any respect in the development or collection of the Services or any data or information contained therein).
4. NEITHER MARKIT GROUP LIMITED, ITS AFFILIATES NOR ANY DATA PROVIDER OR OTHER PERSON OR ENTITY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THE DATA, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF CONDITION OF QUALITY OR ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BY USE OF THE DATA, YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY WARRANTY, GUARANTY OR REPRESENTATION MADE BY MARKIT GROUP LIMITED OR ANY OTHER PERSON OR ENTITY.

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3. Moody's hereby discloses 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 \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, Moody's Investors Service (MIS) also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on

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2. Subscriber agrees that it shall not publish or distribute in any medium the S&P Ratings or any information contained therein or summaries or subsets thereof to any person or entity except as may be permitted in a separate subscription or distribution agreement between Subscriber and S&P; notwithstanding the foregoing, Subscriber may exercise the distribution rights (if any) granted with respect to S&P data generally under the agreement governing the Services providing Subscriber with access to S&P Ratings. Subscriber further agrees that the use of information from the Services is not intended to serve in any way as a substitute for a license and/or service directly from S&P. Subscriber shall not use or permit anyone to use the information or software provided through the Services for any unlawful or unauthorized purpose.

3. In the event that S&P provides Subscriber with the ability to download limited portions of the S&P Ratings information from the Services, Subscriber agrees that, unless it has a direct license agreement with S&P that permits otherwise: (a) S&P Ratings data and information obtained from the Services may not be centrally managed or stored in a centralized or interdepartmental database management system utilizing features, such as indexes, for dynamic report building; (b) Subscriber may not network S&P Ratings data and information obtained from the Services; and, (c) the download functionality in connection with information from the Services shall only be used as a convenience in connection with the Services and not as a substitute for a direct agreement and/or S&P Ratings service directly from S&P. For avoidance of doubt and by way of example, download functionality may not be used to populate databases not connected with the Services.

4. Any use of S&P Ratings by Subscriber outside of the terms of this Agreement (and the agreement governing the Services providing Subscriber with access to S&P Ratings) requires a license from S&P, along with an associated fee based on usage. Subscriber agrees that misappropriation or misuse of such materials may cause serious damage to S&P, and that in such event money damages may not constitute sufficient compensation to S&P; consequently, Subscriber agrees that in the event of any misappropriation or misuse, S&P shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which S&P may be entitled.

5. Country Conditions. The terms and conditions set forth in this Section (the "Country Conditions") are the result of various regulatory and/or legal requirements relating to usage of the Services. Subscriber's use of the Services in the specified jurisdictions is subject to these Country Conditions. This Section may be amended by S&P at any time upon thirty (30) days prior written notice to Subscriber.

5.1. Australia. To the extent that S&P Global Ratings' credit ratings (the "Ratings") are included as part of the Services, Standard & Poor's (Australia) Pty Limited (ABN 62 007 324 852), being the holder of Australian Financial Services License No: 337565 issued pursuant to the Corporations Act 2001 (Cth) ("SPA"), whose registered office is located at Level 45, 120 Collins Street, Melbourne Vic 3000 Australia, shall provide such portion of the Services to Subscriber and S&P shall license the Subscriber the right to use the intellectual property in such portion of the Services and, as owner of such intellectual property, shall receive all fees with respect thereto. SPA expressly agrees to be bound by the terms and conditions of this Attachment to the extent it applies to the provision of the Ratings. Subscriber accepts and acknowledges that SPA's provision of the Ratings as part of the Services to Subscriber is based on, and conditional on, the veracity and accuracy of Subscriber's representation that it is a "Wholesale Client" (as such is defined in Chapter 7 of the Corporations Act of 2001 (Australia)). In addition, Subscriber acknowledges that Ratings and/or related research licensed to Subscriber

pursuant to the terms of this Attachment, are not intended for, and should not be distributed to, any person other than a Wholesale Client (to the extent such distribution is permitted by this Attachment). In furtherance of the foregoing, Subscriber undertakes that (a) it will not pass on any Rating and/or related research to a party who is not a Wholesale Client and (b) that Subscriber will obtain the same undertaking from its own Wholesale Clients (to the extent such distribution is permitted by this Attachment). S&P represents that it is authorized to bind SPA to the terms and conditions set forth in this Attachment to the extent such terms and conditions pertain to the provision of Ratings.

6. All countries located in Europe, the Middle East or Africa (“EMEA”). In the event Subscriber disseminates the Ratings to, or uses Ratings in, any country located in EMEA, Subscriber further acknowledges and agrees to the following: the Ratings shall not in any circumstances be used by Subscriber where, as part of an effort to sell securities to Retail Investors (as defined below), Subscriber uses the Ratings: (a) to create a type of recommendation, (b) to create its own interpretation of the Ratings or (c) in some other form of “risk classification”. For the purposes of this Attachment, “Retail Investor” shall mean an individual investor who buys and sells securities or other financial products for his/her personal account, and not for another company, individual or organization.

THIRD-PARTY PROVIDER DATA USE/DISTRIBUTION RESTRICTIONS AND/OR DIRECT CONTRACTING REQUIREMENTS

Notwithstanding anything to the contrary in the Agreement or relevant Attachments, unless Subscriber has entered into an appropriate license for the following Third-party Provider data and services, Subscriber acknowledges and agrees that the Agreement does not grant Subscriber any right to use and/or distribute the following Third-Party Provider data or information:

- (i) ACTIV Financial Systems, Inc. data and information
- (ii) The Australian Financial Markets Association Ltd.: Subscriber is permitted to use this data for internal business purposes only. No dissemination.
- (iii) Financial Industry Regulatory Authority (FINRA) data and information
- (iv) Fitch credit ratings and opinions
- (v) FTSE Industry Classification Benchmark (ICB) Classifications
- (vi) Markit (Data Explorers Limited data)
- (vii) Markit reference data
- (viii) Moody’s credit ratings and opinions
- (ix) S&P Dow Jones Indices (for certain Index data items)
- (x) SEDOL data and information from London Stock Exchange
- (xi) Thomson Reuters Estimates
- (xii) Thomson Reuters I/B/E/S
- (xiii) Tullett Prebon Information Limited (for all feed and API products)

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