Third-Party Data License Terms and Conditions


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1. OVERVIEW

Nasdaq products and services may include Information provided by Third Party Providers. Use of such Third-Party Provider Information may be subject to additional terms and conditions as further detailed herein. By accessing and using the Nasdaq data product (“Product”) that includes Third Party Provider Information, Distributor shall be subject to the applicable terms and conditions detailed herein. Nasdaq may update the terms and conditions detailed herein and any such updates shall be communicated via Nasdaq Data News.

2. NASDAQ INDEX DATA PRODUCTS

<table>
<thead>
<tr>
<th>Product Category</th>
<th>Third Party</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index Data Products</td>
<td>SEDOL</td>
<td>Additional terms and conditions apply for use of SEDOL data. SEDOL codes contained in the data provided to Distributor and/or Subscriber under the GDA. Distributor and Subscriber may not reproduce and/or extract or redistribute such SEDOL codes without the prior written consent of the London Stock Exchange. Distributor and/or Subscriber acknowledge that the Distributor and/or Subscriber will be required to sign a separate license (which may be subject to an additional charge) with the London Stock Exchange plc to permit use of SEDOL data.</td>
</tr>
<tr>
<td>Index Data Products</td>
<td>CUSIP</td>
<td>Where Distributor or Subscriber receives CUSIP standard numbers, CUSIP standard descriptions and other information about financial securities as part of the Service (“CUSIP Data” or “CUSIP Database”), Distributor and/or Subscriber acknowledges and agrees that such CUSIP Data is and shall remain valuable intellectual property owned by S&amp;P GLOBAL. Use of that data may require a separate license issued by S&amp;P Global. Distributors and/or Subscribers shall not publish or distribute CUSIP Data or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. For specific licensing requirements, visit SPglobal.com.</td>
</tr>
<tr>
<td>Index Data Products</td>
<td>ICB</td>
<td>Distributor shall be subject to the following additional terms and conditions for use of any ICB Data. The Industry Classification Benchmark is a joint product of FTSE International Limited and Dow Jones Indexes, a licensed trademark of CME Group Index Services LLC (“Dow Jones Indexes”), and has been licensed for use. &quot;FTSE&quot; is a trade and service mark of London Stock Exchange and The Financial Times Limited. &quot;Dow Jones&quot; and &quot;Dow Jones Indexes&quot; are service marks of Dow Jones Trademark Holdings, LLC. FTSE and Dow Jones Indexes anti their respective licensors and affiliates do not accept any liability to any person for any loss or damage arising out or any error or omission in the ICB. CME Group Index Services LLC and FTSE International Limited shall have the right, at their expense and upon reasonable notice, from time to time during the Term (but not more often than once per year) to inspect and audit, Distributor’s compliance with the license rights and these additional terms using an authorized accountant. Use and dissemination of the ICB Data shall be solely in connection with, and where directly related to the applicable index data product and Distributor agrees that it will not otherwise copy, download, store, reproduce nor further transmit nor distribute the ICB Data in any type of form; or by any means.</td>
</tr>
<tr>
<td>Index Data Products</td>
<td>Bloomberg Information</td>
<td>In the event Distributor/Subscriber subscribes to the Bulletshares, Bulletshares 2 or Credit SEK entitlements or any other entitlement as updated by Nasdaq from time to time with or without notice to Distributor/Subscriber, Distributor/Subscriber shall be subject to the following additional terms and conditions regarding use the Bloomberg Information: License Scope.</td>
</tr>
</tbody>
</table>
Bloomberg Information shall be used internally, solely for the Distributor/Subscriber’s investment research and portfolio analysis in connection with a Nasdaq licensed index, including comparing portfolios against the Nasdaq index or a third party index, performance attribution, trading and marketing of products tracking the Nasdaq index, evaluating portfolio risks and return characteristics and other such comparative analysis which utilize the Nasdaq index and/or Derived Data created therefrom as benchmarks. Distributor/Subscriber may use the Bloomberg Information to create Derived Data in connection with the foregoing.

Distributor/Subscriber shall be permitted to: (i) publish an Insubstantial Portion of the Bloomberg Information and Derived Data on a limited and non-extractable basis (i.e., in PDF file format and not delivered via Excel, CSV, TXT, HTML or similar files) in Distributor/Subscriber Materials, provided that Distributor/Subscriber shall not use or distribute Bloomberg Information or Derived Data in any manner that, in Bloomberg’s good faith judgment, adversely affects Bloomberg’s ability to license the Bloomberg Information or would cause the use and distribution thereof to be a functional source of, or a substitute for, data otherwise commercially available from Bloomberg; and (ii) to the extent Distributor/Subscriber uses any contractors, Distributor/Subscriber may sublicense to such contractors the rights to access and use Bloomberg Information solely as necessary to enable Distributor/Subscriber to fulfil the rights granted in Section 1, provided always that (A) Distributor/Subscriber ensures that the terms of each contract it has with a contractor meets or exceeds the applicable terms of the Global Data Agreement; (B) Distributor/Subscriber remains fully liable and responsible to Bloomberg and Nasdaq for the acts and omissions of its contractors (and the acts and omissions of such contractors shall be deemed to be the acts and omissions of Customer); and (C) Bloomberg and Nasdaq shall be a third-party beneficiary of the agreement between Distributor/Subscriber and contractor.

Without limiting the restrictions and terms of use set forth in Section 2(a), for those Distributors/Subscribers who have been expressly licensed by Nasdaq to use Nasdaq Index(es) to create Products, Distributor/Subscriber may use the Bloomberg Information in the creation and marketing of Nasdaq Index-linked Products, including those that are traded on an exchange.

License Restrictions
Except as expressly set forth in Sections 1(a) and 1(b), Distributor/Subscriber shall not use the Bloomberg Information for: (i) further redistribution by Distributor/Subscriber to any third party; (ii) enhancing or validating bond reference data products or services; (iii) creating any index or derived index; (iv) use in connection with Investment Accounting Activities, including without limitation using pricing data to calculate NAVs or to validate NAV calculations; (v) inclusion in pricing engines, price hierarchies or central pricing repositories; (vi) use in any databases, systems or processes that are unrelated to use of the Licensee Indices; (vii) creating a Commercialized product that competes or could compete with or serve as a source or substitute for Bloomberg’s and its affiliates’ pricing and/or reference data businesses; and/or (viii) improving, or assisting a third party to improve, any other data.

Distributor/Subscriber shall comply with all restrictions and requirements regarding use, display, distribution or otherwise imposed by Third Party Data Providers (as such restrictions and requirements may change from time to time) with respect to Bloomberg Data.

Authorized Platform
In the event that Distributor/Subscriber wants to upload the Bloomberg Information to, or who wants the Bloomberg Information to be ingested and used by a third-party trustee, custodian, or analytics platform on the Distributor/Subscriber’s behalf (each, a “Authorized Platform”), such Authorized Platform must also execute a Nasdaq Global Data Agreement and be subject to the terms and conditions detailed herein.

Audit
Bloomberg shall have the right to audit of the Distributor/Subscriber’s use of Bloomberg Information, its affiliates or, at Distributor/Subscriber’s request, a mutually agreed upon third-party auditor (provided that the costs of an audit by a third party shall be borne by Distributor/Subscriber).

Termination / Expiration of Nasdaq Product
Distributor/Subscriber shall purge all Bloomberg Information immediately upon termination or expiration of the applicable Nasdaq product, provided that Distributor/Subscriber may continue to store the Bloomberg Information solely: (A) subject to Section 6, if it otherwise has a license or other agreement in relation to the relevant Bloomberg Information which permits such retention and storage; (B) for such period and to the extent required to comply with Applicable Law; or (C) if such Bloomberg Information has been manipulated, stored or combined with other data and is stored by the Distributor/Subscriber in such a way that, in Distributor/Subscriber reasonable judgment, it is commercially impracticable for Distributor/Subscriber to readily identify, delete and purge such Bloomberg Information, including Bloomberg Information stored for disaster recovery purposes (it being acknowledged that it shall be deemed commercially impracticable to delete and purge data where to do so would necessitate the removal or destruction of other commercially significant data. For the avoidance of doubt, any Bloomberg Information that cannot be deleted and purged in accordance with this paragraph on termination may only be used for the purposes set out in subparagraphs (A) - (C) of the preceding sentence.

Ownership
All ownership rights to the Bloomberg Information and Bloomberg and its affiliates’ trademarks and service marks, are reserved by Bloomberg and its affiliates.

Limitation of Liability
Bloomberg shall have no liability or responsibility to Distributor/Subscriber relating to Distributor/Subscriber’s receipt or use of the Bloomberg Information and any Nasdaq Index that utilizes Bloomberg Information.

Third Party Beneficiary
Bloomberg and its affiliates shall be deemed a third-party beneficiary of these terms.

3. NASDAQ FUND NETWORK

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<tr>
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<td>Where Distributor or Subscriber receives CUSIP standard numbers, CUSIP standard descriptions and other information about financial securities as part of the Service (“CUSIP Data” or “CUSIP Database”), Distributor and/or Subscriber acknowledges and agrees that such CUSIP Data is and shall remain valuable intellectual property owned by S&amp;P GLOBAL. Use of that data may require a separate license issued by S&amp;P Global. Distributors and/or Subscribers shall not publish or distribute CUSIP Data, or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. For specific licensing requirements, visit SPglobal.com.</td>
</tr>
</tbody>
</table>

4. NASDAQ ESG DATA HUB

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<tr>
<td>Nasdaq ESG Data Hub</td>
<td>Rep Risk AG</td>
<td>These Terms and Conditions apply to the end user’s (“Client”) receipt and use of RepRisk AG’s (“RepRisk’s”) data on ESG business conduct risks (“Data”) via the Full Access Data Feed (“Data Feed”). These Terms and Conditions are between RepRisk AG and Client. In the event Nasdaq’s Global Data Agreement or other client agreements relating to Data Feed access contain terms inconsistent with the terms in this End User Licensing Agreement, as between Client and RepRisk, the terms in this End User Licensing Agreement will govern. 1. License</td>
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<tr>
<td>RepRisk grants the Client a non-exclusive, revocable, non-transferable, non-sublicensable right to use and to allow designated individuals (&quot;Users&quot;) to access and use the Data during the Term of the Client’s agreement with Nasdaq pursuant to which the Client receives access to the Data Feed and solely for the Client’s own internal use such as for ESG compliance, reporting, screening, peer benchmarking, and portfolio optimization purposes.</td>
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<td>2.</td>
<td><strong>Term and Termination</strong></td>
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<tr>
<td>Should the Client materially infringe any provision of these Terms and Conditions or any intellectual property rights of RepRisk or third parties, RepRisk may terminate the license granted hereunder at any time by giving written notice to the Client. RepRisk may also take technical measures to avoid any use of the Data by the Client in breach of these Terms and Conditions or applicable law. Upon termination, the Client will delete any Data, except for copies created under automatic back-up procedures or as required to comply with applicable law. Any terms hereof that by their nature should survive will continue to be effective following termination.</td>
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<td>3.</td>
<td><strong>Data Use Restrictions</strong></td>
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<tr>
<td>Except as RepRisk may expressly permit in writing, the Client is prohibited from:</td>
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<tr>
<td>(a)</td>
<td>transferring, sublicensing, assigning any rights to use the Data or otherwise making the Data or any part thereof available to any third party except for de minimis amounts of redistribution of Data;</td>
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<tr>
<td>(b)</td>
<td>storing any Data in IT systems or databases except for limited amounts of the information required to support the assessment or rating of individual companies or projects;</td>
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<td>(c)</td>
<td>using the Data as a source for an alert or similar news service;</td>
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<td>(d)</td>
<td>performing any systematic and/or automated retrieval, validation, or analysis of the Data;</td>
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<td>(e)</td>
<td>publishing any Data;</td>
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<tr>
<td>(f)</td>
<td>using the Data to build a substitute or competitive product; or</td>
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<td>(g)</td>
<td>sharing Data with any non-Users.</td>
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<tr>
<td>The Client is permitted to create Derived Data, meaning data created by the Client as a result of combining, processing, converting or calculating any Data with other data so long as the Client does not (i) directly redistribute the Data (except as expressly set forth herein with regard to de minimis redistribution), (ii) use or redistribute the Derived Data for any purpose that would be competing with RepRisk products or services including ESG Risk Platform, Data Feeds, and Company Reports, or (iii) derive any direct commercial gain from the Derived Data, and (iv) the resultant Derived Data does not bear resemblance to the underlying Data (except by coincidence and not by design), cannot be used as a substitute for or reasonably be deemed to compete with the underlying Data, and cannot reasonably be readily reverse engineered, disassembled or decompiled such that a third-party may access the Data via the Derived Data.</td>
<td></td>
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<tr>
<td>4.</td>
<td><strong>Intellectual Property Rights</strong></td>
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<tr>
<td>All intellectual property rights in the Data (including content, the underlying concepts, and applications) are owned by, and remain with, exclusively with RepRisk and/or its licensors.</td>
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<tr>
<td>5.</td>
<td><strong>Data Attribution</strong></td>
<td></td>
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<tr>
<td>In any document where RepRisk information is being used, the Client must quote RepRisk as the source, as follows: “Source: RepRisk: ESG data science and quantitative solutions <a href="http://www.reprisk.com%E2%80%9D">www.reprisk.com”</a>. The Client may not remove or change any RepRisk logo, trademark, or notice from any document.</td>
<td></td>
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<tr>
<td>6.</td>
<td><strong>Access and Data Security</strong></td>
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</tr>
<tr>
<td>The Client must keep all access credentials confidential. The Client will take reasonable protective measures against cyber-attacks, data loss and data corruption, in particular virus and...</td>
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</tr>
</tbody>
</table>
malware protection. If the Client becomes aware of any unauthorized access to the Service, loss of login credentials, leak of Data or other security breach, it must immediately notify Nasdaq.

7. Disclaimer
The Client acknowledges and agrees that all Data and other content delivered to the Client is prepared by RepRisk using information published or otherwise made available by third parties, and that such information is accurately quoted or referenced in the Data. In addition, RepRisk applies due care in analyzing, processing, categorizing, and weighting the information available at the time. The Client acknowledges and agrees that apart from the above, the Data is provided on an as-is basis, and that RepRisk does not give any express or implied warranties.

8. Confidentiality and Non-Disclosure
During each Term and Renewal Term of the agreement and for 5 (five) years thereafter, the Client will treat the Data as confidential and will not disclose the Data to any third party, except:
(a) if and to the extent RepRisk consents in writing to such disclosure;
(b) if it is required to do so by law, but only if the Client, to the extent permitted by law:
   (i) gives RepRisk notice to allow it a reasonable opportunity to either seek a protective order or other appropriate remedy or waive the recipient’s compliance with the confidentiality obligations;
   (ii) reasonably cooperates with RepRisk in its reasonable efforts to obtain a protective order or other appropriate remedy;
   (iii) discloses only that portion of the Data that, having consulted with its counsel, it is legally required to disclose, and
   (iv) uses reasonable efforts to obtain reliable written assurance from the third party that the Data will be kept confidential.

In keeping the Data confidential, the Client will exercise at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care.

9. Liability
The parties’ liability in relation to these Terms and Conditions is excluded to the maximum extent permitted by law. Neither party shall be liable for any losses or damages of the other party or any third party, unless such loss or damage is caused willfully or by gross negligence of the liable Party. Neither party shall be liable for any indirect or consequential damages suffered by other party, except that the foregoing liability limitation shall not apply to the Client’s liability arising from a breach of the license grant or data use restrictions in Sections 2 and 3 hereof.

10. Assignment
Any assignment of rights under these Terms and Conditions shall be subject to the other party’s written consent, which shall not be unreasonably withheld.

5. NASDAQ DATALINK

<table>
<thead>
<tr>
<th>Product Category</th>
<th>Third Party</th>
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</tr>
</thead>
<tbody>
<tr>
<td>US Retail Equities Flow (UREF)</td>
<td>UTP</td>
<td>Company and all downstream endusers that display the Data shall display the Consolidated Volume alongside non-UTP Level 1 Last Sale and Quotation Information, as well as either of the following Consolidated Volume Message on all displays of UTP Level 1 Information. Company and all downstream recipients acknowledge that Real-Time quote, Delayed quote and/or trade prices are not sourced from all markets.</td>
</tr>
<tr>
<td>FISL/WVB Database</td>
<td>FINANCIAL INTELLIGENCE SERVICES LIMITED</td>
<td>WHEREAS, FINANCIAL INTELLIGENCE SERVICES LIMITED (“FISL”) owns and retains all proprietary rights (which term shall include, but not be limited to, trademarks and copyrights) to and interests in the FISL Database(s); and</td>
</tr>
</tbody>
</table>
WHEREAS, the above Subscriber desires to subscribe to the FISL Database(s) and related services (“the Database(s)”) through authorized third-party distributor,  (Distributor) and WHEREAS, FISL has granted a non-exclusive license to Distributor for the FISL Database(s) branded as WVB on Distributor platform,

IT IS AGREED AS FOLLOWS:

1. License.
   a. FISL hereby grants to Subscriber a nonexclusive and nontransferable limited license to access and use within its own organization. The FISL Database(s) shall be furnished directly to subscriber via Distributor as part of distributors license agreement.
   b. All proprietary rights, including copyrights, in the Database(s) and related manuals shall remain in FISL and its third-party Distributors.

2. Restrictions on Use.

The restrictions on use of the FISL Database(s) shall be as set forth within this Section 2.
   a. The Database(s) is provided solely and exclusively for the internal use of the Subscriber at the premises defined in the Distributor’s license agreement.
   b. Subscriber shall not, without the specific prior written consent of FISL, sell, transfer, assign, publish, distribute, disseminate, allow access to or convey any of the Database(s) licensed and provided hereunder, or any derivation, revision or combination thereof. The subscriber may distribute limited extract of information and manipulated information to anyone, provided that it is done in a non-systematic manner and is a tribute to FISL and Distributor. In addition, subscriber may for regulatory purposes store, and archive the FISL data up to a five-year period.
   c. Subscriber expressly acknowledges that the FISL Database(s) was compiled, prepared, revised, selected and arranged by FISL through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and constitute valuable industrial property and trade secrets of FISL. Subscriber agrees to protect the copyright and/or the other proprietary rights of FISL in the Database(s) during, as well as after, the term of this Agreement; and the Subscriber shall honor and comply with reasonable written requests made by FISL to protect its contractual, statutory and common law rights in the Database(s).

3. Access.

Subscriber shall access the Database(s) via the Distributor platform. Subscriber shall, in all events take due precaution to avoid unauthorized access to or distribution of the Database(s) and to protect the copyright and other proprietary rights of FISL.

4. Term and Subscription Fees.

Subject to section 8 below, the term of this agreement shall be co-terminus with the terms of the Distributor’s license agreement. FISL fees for the subscribers use of the FISL Database(s) are included within the price that Distributor charges as to specified in the Distributors’ license.

5. Future Changes.

Subscriber agrees that FISL may, from time to time, and in its sole discretion, change the content or format of the Database(s) and the media of delivery, in accordance with general changes made to its standard product offering.

6. Disclaimer of Warranties; Limitation of Liabilities.
   a. NEITHER FISL, NOR ANY THIRD-PARTY LICENSORS OR PROVIDERS OF DATA TO FISL MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THE DATABASE(S) PROVIDED HEREUNDER, and THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Because of the possibility of human or mechanical error by FISL, FISL’s sources or others, FISL does not guarantee the accuracy, completeness or timeliness of the Database(s) including any information contained therein
and neither FISL nor its sources shall be responsible for any errors or omissions or for the
results obtained from the use of the Database(s) or any such information. Subscriber
agrees to indemnify and hold harmless FISL, its affiliates and their officers, directors, and
employees against any and all judgments, damages, costs or losses of any kind (including
reasonable attorneys’ fees) as a result of any claim, action, or proceeding that is based on
the content of the Database(s).

b. Except with respect to liability which cannot be waived under State and Federal
Law, including State and Federal Securities laws, neither FISL, nor any of its distributors or
providers of data shall have a liability to Subscriber or to others for any lost profits or
indirect or consequential damages.

c. The liability of FISL to Subscriber hereunder for damages, regardless of the form
of the action, shall not exceed the annual subscription fees payable to the Distributor; and
no action, regardless of form, arising from or pertaining to the licensed Database(s)
provided hereunder may be brought by Subscriber more than one (1) year after such
action has accrued.

d. Neither party shall be liable to the other for any delay or default resulting from
FORCE MAJEURE, shall be deemed to include any circumstances beyond the reasonable
control of the party affected.

e. FISL warrants that it has all necessary rights, licenses, authorizations and permits
to provide the FISL Database(s) to Subscriber and that such provision of the FISL
Database(s) and Subscriber’s use thereof does not infringe the intellectual property rights
of any party.

7. Post-termination.

Upon termination of this Agreement by either party for any reason, Subscriber shall
expunge (except as provided in 2b) all data or information from the FISL Database(s) in its
data storage facilities’ and shall certify in writing to Distributor compliance with this
Section 7.

8. Termination.

a. Either party may terminate this Agreement for material breach upon thirty (30)
days’ prior written notice, unless the other party cures or corrects the breach within such
notice period.

b. Either party may terminate this Agreement upon thirty (30) days prior written
notice if any proceeding in bankruptcy, reorganization, receivership, or insolvency shall be
commenced by or against the other party or its property or assets, or a trustee, receiver, or
liquidator shall be appointed for the other party or a substantial part of its assets, or if the
other party shall become insolvent, or shall cease paying its obligations as they mature or
makes any assignment for the benefit of its creditors.

9. Injunctive Relief.

In the event of a breach or threatened breach of any of the provisions of this Agreement
by Subscriber or any employee or representative of Subscriber, FISL shall be entitled to
preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing
herein shall preclude FISL from pursuing any action or other remedy for any breach or
threatened breach of this Agreement, all of which shall be cumulative. In the event that
FISL prevails in any such action, FISL shall be entitled to recover from Subscriber
reasonable attorneys’ fees incurred connection therewith.

10. Assignment.

This Agreement may not be assigned or otherwise transferred by either party without the
prior written consent of the other party.


a. This Agreement is the complete and exclusive statement of the agreement
between the parties with respect to its subject matter and supersedes any oral or written
communications or representations.
b. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and State of New York.
d. The provisions of Sections 1b, 2, 3, 6, 7, and 9 shall survive any termination of this Agreement.

12. Acceptance by FISL; Signature.
   a. This Agreement shall not become binding on FISL until accepted in writing by an officer of FISL.
   b. Subscriber represents that the person signing below on behalf of Subscriber is authorized to bind the legal entity comprising the term “Subscriber”.
   c. The parties agree that this Agreement may be executed in counterparts by facsimile transmission, and that the original facsimile signatures of the parties shall evidence and represent the binding obligation of the parties to be bound by the terms of this Agreement.

US Merchant Sales (USMS)

A. In addition to the representations and warranties in the Agreement, Client warrants and represents that it will not, directly or indirectly (including third parties), use the Services or Deliverable to facilitate any:

1) company or individual listed as a specially designated national or blocked person listed on the website [http://www.treas.gov/offices/enforcement/ofac/sdn/index.html](http://www.treas.gov/offices/enforcement/ofac/sdn/index.html) of the Office of Foreign Asset Control (OFAC)
2) company or individual who is known by Client to have been involved in fraud, or other unethical business practices
3) company operating a business out of a residence (e.g., home-based business)
4) marijuana dispensary
5) company or individual that is located in the following countries*
6) agency of a foreign government
7) weapons dealer, seller or distributor
8) investment firm, company or fund, or to trade in securities or make estimations, determinations or recommendations or provide other advice relating to securities

*Afghanistan, Crimea region of Ukraine, Cuba, Iran (Islamic Republic of), Iraq, Korea (the Democratic People’s Republic of) — also referred to as North Korea, Somalia, South Sudan, Sudan, Syrian Arab Republic, Yemen, Algeria, Angola, Armenia, Azerbaijan, Cameroon, Central African Republic, Chad, China, Comoros, the Democratic Republic of Congo, Congo Republic, Côte d’Ivoire, Myanmar, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Panama, Papua New Guinea, Paraguay

B. In addition to the representations and warranties in the Agreement Client warrants and represents that it will not, directly or indirectly, or facilitate others to:

1) attempt to personalize or re-personalize the data underlying the Deliverable, or otherwise attempt to identify the individuals or entities about whom such data relates or from whom the data was obtained or otherwise pertains to
2) use, store, transmit or otherwise disclose the data within the Services located in the following countries, or allow the use thereof outside of the following countries*
3) use such data as part of a decision to grant or deny an account or other benefit, for employment purposes, or for any other purpose contemplated by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq)

*Afghanistan, Crimea region of Ukraine, Cuba, Iran (Islamic Republic of), Iraq, Korea (the Democratic People’s Republic of) — also referred to as North Korea, Somalia, South Sudan, Sudan, Syrian Arab Republic, Yemen, Algeria, Angola, Armenia, Azerbaijan, Cameroon, Central African Republic, Chad, China, Comoros, the Democratic Republic of...
Congo, Congo Republic, Côte d’Ivoire, Myanmar, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Panama, Papua New Guinea, Paraguay

C. Client party will comply with applicable federal and state laws, rules and regulations relating to its’ performance of its obligations under this Agreement including, but not limited to, all applicable consumer financial protection laws. In addition, Client shall not engage in any unfair, deceptive, or abusive acts or practices.

6. NASDAQ SUSTAINABLE BOND NETWORK

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<td>Nasdaq Sustainable Bond Network</td>
<td>NSBN</td>
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7. DOCUMENT UPDATES

OVERVIEW
Document updates provide insight into changes of data policies. Major policy updates will be identified by a new release # (e.g. 2.0). Minor technical updates will be identified by version (e.g. X.1).

March 2021: Version 1.0
April 2021: Version 1.1
January 13, 2022: Version 1.2
  • Update to Nasdaq Index Data Product Terms
October 14, 2022 Version 1.3
  • Update to DataLink Products
November 29, 2022 Version 1.4
  • Update to DataLink Products
  • Added Nasdaq Sustainable Bond Network
July 14, 2023 Version 1.5
  • Removed CLS Terms and Conditions from Section 5