



Third-Party Data License Terms and Conditions

UNDER THE TERMS OF THE NASDAQ GLOBAL DATA AGREEMENT, DISTRIBUTORS OF NASDAQ INFORMATION MUST ADHERE TO THE NASDAQ GLOBAL DATA POLICIES. THE THIRD-PARTY DATA LICENSE TERMS AND CONDITIONS FORM AN INTEGRAL PART OF THE NASDAQ GLOBAL DATA POLICES AND WILL GOVERN DISTRIBUTOR USE OF CERTAIN NASDAQ INFORMATION AS DETAILED HEREIN. NASDAQ MAY UPDATE THE TERMS AND CONDITIONS, AND ANY SUCH UPDATES WILL BE COMMUNICATED VIA NASDAQ DATA NEWS (U.S. MARKETS & EUROPEAN MARKET).

Contents

1. OVERVIEW	2
2. NASDAQ INDEX DATA PRODUCTS	2
SEDOL	2
CUSIP	2
ICB	2
Bloomberg Information	2
3. Nasdaq Fund Network	4
CUSIP	4
4. NASDAQ ESG DATA HUB	4
Rep Risk AG	4
5. NASDAQ DATALINK	6
6. Nasdaq Sustainable Bond Network.....	13
NSBN	13
7. DOCUMENT UPDATES	13

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

Product Category	Third Party	Terms
Index Data Products	SEDOL	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
Index Data Products	CUSIP	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&P GLOBAL. Use of that data may require a separate license issued by S&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.
Index Data Products	ICB	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. "FTSE" is a trade and service mark of London Stock Exchange and The Financial Times Limited. "Dow Jones" and "Dow Jones Indexes" 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.
Index Data Products	Bloomberg Information	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.

		<p>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.</p> <p>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.</p> <p>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.</p> <p>License Restrictions</p> <p>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.</p> <p>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.</p> <p>Authorized Platform</p> <p>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.</p> <p>Audit</p> <p>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).</p> <p>Termination / Expiration of Nasdaq Product</p>
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3. NASDAQ FUND NETWORK

Product	Third Party	Terms
Nasdaq Fund Network	CUSIP	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&P GLOBAL. Use of that data may require a separate license issued by S&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.

4. NASDAQ ESG DATA HUB

Product Category	Third Party	Terms
Nasdaq ESG Data Hub	Rep Risk AG	<p>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.</p> <p>1. License</p>

		<p>RepRisk grants the Client a non-exclusive, revocable, non-transferable, non-sublicensable right to use and to allow designated individuals (“Users”) 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.</p> <p>2. Term and Termination</p> <p>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.</p> <p>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.</p> <p>3. Data Use Restrictions</p> <p>Except as RepRisk may expressly permit in writing, the Client is prohibited from:</p> <ul style="list-style-type: none"> (a) 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; (b) 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; (c) using the Data as a source for an alert or similar news service; (d) performing any systematic and/or automated retrieval, validation, or analysis of the Data; (e) publishing any Data; (f) using the Data to build a substitute or competitive product; or (g) sharing Data with any non-Users. <p>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.</p> <p>4. Intellectual Property Rights</p> <p>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.</p> <p>5. Data Attribution</p> <p>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 www.reprisk.com”. The Client may not remove or change any RepRisk logo, trademark, or notice from any document.</p> <p>6. Access and Data Security</p> <p>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</p>
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		<p>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.</p> <p>7. Disclaimer</p> <p>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.</p> <p>8. Confidentiality and Non-Disclosure</p> <p>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:</p> <p>(a) if and to the extent RepRisk consents in writing to such disclosure;</p> <p>(b) if it is required to do so by law, but only if the Client, to the extent permitted by law:</p> <p>(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;</p> <p>(ii) reasonably cooperates with RepRisk in its reasonable efforts to obtain a protective order or other appropriate remedy;</p> <p>(iii) discloses only that portion of the Data that, having consulted with its counsel, it is legally required to disclose, and</p> <p>(iv) uses reasonable efforts to obtain reliable written assurance from the third party that the Data will be kept confidential.</p> <p>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.</p> <p>9. Liability</p> <p>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.</p> <p>10. Assignment</p> <p>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.</p>
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5. NASDAQ DATALINK

Product Category	Third Party	Terms
US Retail Equities Flow (UREF)	UTP	<p>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.</p> <p>Company and all downstream recipients acknowledge that Real-Time quote, Delayed quote and/or trade prices are not sourced from all markets.</p>
FISL/WVB Database	FINANCIAL INTELLIGENCE SERVICES LIMITED	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

		<p>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,</p> <p>IT IS AGREED AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. License. <ol style="list-style-type: none"> 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. <p>The restrictions on use of the FISL Database(s) shall be as set forth within this Section 2.</p> <ol style="list-style-type: none"> 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. <p>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</p> 4. Term and Subscription Fees. <p>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.</p> 5. Future Changes. <p>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.</p> 6. Disclaimer of Warranties; Limitation of Liabilities. <ol style="list-style-type: none"> 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
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		<p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7. Post-termination.</p> <p>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.</p> <p>8. Termination.</p> <p>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.</p> <p>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.</p> <p>9. Injunctive Relief.</p> <p>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.</p> <p>10. Assignment.</p> <p>This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party.</p> <p>11. General.</p> <p>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.</p>
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BMLL Data	BMLL Technologies Limited	<p>1. This agreement (the “Agreement”) is between the “Distributor”, as defined in the NASDAQ Global Data Agreement, and BMLL Technologies Limited (“BMLL”) and covers the access and use by the Distributor of the Data and the Derived Data. For the purposes of this Agreement “Data” means the data, materials, analytics, techniques and information provided by BMLL to the Distributor, and “Derived Data” means data created by Distributor in connection with Distributor’s use of the Data as permitted under this Agreement, as a result of combining, processing, changing, converting or calculating the Data or any portion thereof with other data and Distributor’s analysis where the resultant data: (i) does not bear resemblance to the underlying Data; (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third-party may access the Data via the Derived Data; (iii) cannot be used in a manner which could be a source of, or a substitute for the Data; and (iv) cannot be used in whole or in part in a manner which competes with BMLL’s or its affiliates’ products. Information that does not satisfy these criteria constitutes Data. Distributor may copy and store the Data only on the systems owned or operated by Distributor from which Data is received and stored by Distributor in accordance with this Agreement.</p> <p>2. This Agreement shall come into force on the date the Distributor accesses the Data via Nasdaq, Inc. and its subsidiaries and affiliates (together “NASDAQ”), and shall continue unless and until otherwise terminated in accordance with the terms of this Agreement or pursuant to the terms of the NASDAQ Global Data Agreement. Distributor shall ensure that its access to the Data is for use only by the number of users expressly agreed between the parties in writing. Distributor is solely responsible for user permissioning and shall promptly inform Nasdaq of changes to its Users. Distributor assumes full liability for the acts and omissions of users and shall ensure no unauthorised persons have access to the Data. Distributor will maintain an up-to-date list of users which is available for inspection on request.</p> <p>3. Distributor acknowledges and agrees that the licence granted herein is subject to the following terms and conditions and it: (a) shall not copy, download, remove or store any Data (including without limitation BMLL data or exchange data) from its prescribed environment; (b) shall not publish, distribute or make available any Data (including without limitation BMLL data or exchange data) and may only use such Data in the manner that has been specified; (c) shall not publish, distribute or make available any Data or Derived Data to any third party (d) is expressly prohibited from using the Data and/or Derived Data (i) as a basis for financial contracts, financial instruments, financial products, indices or as a benchmark (as defined in the IOSCO Principles for Financial Benchmarks published by the International Organisation of Securities Commissions on 17 July 2013, the European Union Regulation on Benchmarks and/or the retained European Union Regulation on Benchmarks in the United Kingdom (as may be amended from time to time); or (ii) in the provision of services to third parties (including solutions such as TCA, portfolio valuation, risk management); and (e) shall only use its Derived Data for internal business purposes. The Data is subject to modification by BMLL: (a) to reflect</p>

		<p>statistical, technical, administrative, market-based or other changes that BMLL determines in its sole discretion, acting in good faith, are required or desirable; (b) to comply with the requirements of BMLL's Third Party Providers; or (c) in connection with any legal, regulatory or market-based changes that BMLL determines in its sole discretion, acting in good faith, may affect such Data.</p> <p>4. BMLL and its licensors own the Data. Nothing will vest in Distributor any proprietary rights in the Data or portions of Data derived therefrom (including the Derived Data). Nothing in this Agreement will vest in Distributor any proprietary rights in any Data or portions of Data derived therefrom (including the Derived Data). If BMLL reasonably believes any creation of Derived Data is not in accordance with this Agreement, without prejudice to any other remedies available to BMLL, BMLL reserves the right to require Distributor to promptly cease the non-conforming creation or use of Derived Data. Distributor acknowledges that Third Party Providers may have rights in the Data and agrees to comply with Third Party Provider conditions relating to same. Distributor may be required to enter into a separate agreement with BMLL or a Third Party Provider to receive or continue to receive such data or services.</p> <p>5. Neither BMLL nor Distributor exclude or limit liability for: (a) fraud; or (b) any other liability which cannot lawfully be excluded. Neither BMLL, its affiliates nor any Third Party Provider shall in any way be liable to Distributor, whether in contract, in tort, under a warranty, under statute or otherwise, in respect of any loss or damage suffered by Distributor or any affiliate or client of Distributor arising in respect of, or in connection with (a) any inaccuracy, error or omission, regardless of cause, in any of the Data; or (b) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Distributor or any affiliate or client of Distributor, made or taken in reliance of, or based on, any of the Data. Except for each party's indemnification obligations hereunder, the maximum liability of BMLL, its affiliates and Third Party Providers to Distributor for all claims under this Agreement will be limited to a sum not to exceed £50,000 in aggregate.</p> <p>6. Distributor agrees that the Data are provided "AS IS" and to the maximum extent allowed by law, neither BMLL, its affiliates nor any Third Party Provider makes any representation, warranty, condition or undertaking, whether express, implied, statutory or otherwise, relating to (a) the Data or the results obtained in using them; or (b) any documentation or materials provided or made available under this Agreement, including their merchantability or fitness for any particular purpose' or (c) their continuity, accuracy, timeliness or completeness. Distributor has not relied upon any representation, warranty, condition, or undertaking (express or implied) made by BMLL, its affiliates or any Third Party Provider, except those set out in the Agreement.</p> <p>7. In the event of a breach or threatened breach of the Agreement by either party, its affiliates, or any of its employees; the other party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement, but nothing herein shall preclude such party from pursuing any other action or remedy.</p> <p>8. Notwithstanding any provision to the contrary in the Agreement, Distributor shall indemnify BMLL for any losses, liabilities, damages, cost and expenses arising as a result of any use of Data in breach of the terms of the Agreement.</p> <p>9. Nothing in the Data constitutes a solicitation by BMLL or its affiliates of the purchase or sale of any loans, securities or investments. BMLL reserves the right to employ lawful security measures to monitor Distributor's compliance with this Listing Information. Distributor shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records sufficient to enable BMLL to verify Distributor's compliance with the terms of the Agreement or this Listing Information ("Records"). Distributor shall permit BMLL and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of the Agreement, to: (a) gain access to, and take copies of, the Records and any other information; and (b) inspect all Records and relevant Distributor systems relating to the use, distribution, redistribution, permissioning and control of the Data . Such audit rights shall continue for 2 years after termination of the Agreement. Distributor shall give all necessary assistance to conduct such audits during the Subscription Term and for 2 years thereafter.</p>
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Level 1 data. Including Quote Inside, OTC Link Trades and Reference Data, CUSIP	OTC Markets Group Inc.	<p>Terms:</p> <ol style="list-style-type: none"> 1. Use of the Information: Distributor shall use the information for (i) internal business use by Distributor's employees and consultants ("Users") in the ordinary course of Distributor's business ("Internal Usage"); and (ii) external display usage to persons who are not employees or consultants of Distributor ("Subscribers"), provided that the Information is only available in a view-only format and further distribution or download is not permitted ("External Display Usage"). Users and Subscriber shall be collectively referred to as "Recipients." 2. External Display Usage Attribution: With respect to External Display Usage of the Information, Distributor shall prominently display where the Information is made available to Recipients terms of service that (i) identify OTC Markets Group as the owner of the Information, (ii) require each Recipient to agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose, any part of, the use of, or access to, the Information and (iii) provides a disclaimer, substantially in the following form: "THE INFORMATION THAT OTC MARKETS GROUP DIRECTLY OR INDIRECTLY PROVIDES IS PROVIDED "AS IS," AND THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY." 3. Affiliate Usage: Distributor may not distribute the Information to other affiliates of Distributor. 4. Compliance with Policies: Distributor agrees to comply with the applicable Market Data Display Requirements, Technical Specifications and Market Data Policies available at: www.otcmarkets.com/market-data/agreements-and-forms. 5. Recipient Compliance with the Terms: Distributor hereby represents and warrants that it has the power and authority to cause each Recipient to comply with these Terms and it will cause each such Recipient to comply entirely with these Terms. 6. Changes to the Information: OTC Markets Group, in its sole and absolute discretion, may make any modification, addition or deletion to the Information. Distributor's receipt or use of the Information after any such modification, addition or deletion shall constitute acceptance of such modification, addition or deletion. 7. Qualification Requirements: Distributor acknowledges that OTC Markets Group may have different qualification requirements for different Recipients. Distributor shall be solely responsible for the acts and omissions of each User and shall be responsible for enforcing any applicable restrictions on which Recipients are permitted to view or access the Information. Notwithstanding anything to the contrary contained herein, Distributor hereby agrees to cease providing the Information immediately to any person upon

		<p>request from OTC Markets Group, and OTC Markets Group shall not be required to provide any reason whatsoever for such request.</p> <p>8. Distributor Audit: OTC Markets Group shall have the right, no more than once in any 12-month period, to, or to direct its agents or professional advisors to, audit Distributor for the purpose of confirming that Distributor's use of the Information, or the payment of any fees related to the use of the Information, conform to these Terms. Such audit may be conducted by examining Distributor's applicable books and records, interviews with Distributor's employees and demonstrations or tutorials of the Distributor's applicable systems and computers by which the DocuSign Envelope ID: A592A7C3-6869-4E9E-A018-B35A84298E81 DocuSign Envelope ID: F176CB1B-3882-4F61-8C9C-EAA5CF77F271 Information is accessed. Distributor shall maintain reasonably detailed records sufficient to permit OTC Markets Group to conduct an audit under this Section. OTC Markets Group may also require Distributor to answer (and certify its answers) a written questionnaire provided for the purpose of confirming that Distributor's use of the Information, or the payment of any fees related to the use of the Information, conform to these Terms. OTC Markets Group shall bear the costs of such audit, provided, however, that in the event that the audit concludes that Distributor's underreporting, underpayment or other financial noncompliance is found to be equal to or greater than ten percent (10%) of the total fees due during any audited or unaudited period referred to herein, Distributor shall, in addition to remitting the fees and applicable interest due in relation to such noncompliance, reimburse OTC Markets Group for all reasonable costs incurred as in conducting the audit.</p> <p>9. Limited Warranties and Disclaimers: DISTRIBUTOR ACKNOWLEDGES AND AGREES THAT THE INFORMATION, ANY AND ALL MATERIAL RELATED TO THE INFORMATION, AND ANY OTHER PRODUCT THAT OTC MARKETS GROUP DIRECTLY OR INDIRECTLY PROVIDES ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. OTC MARKETS GROUP SHALL NOT BE LIABLE TO DISTRIBUTOR OR TO ANY OTHER PERSON FOR THE UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF THE INFORMATION.</p> <p>10. No Advice or Solicitation: Distributor hereby acknowledges that, in making the Information available to Distributor, OTC Markets Group is not providing legal, financial, tax, regulatory compliance or other professional advice nor recommending the purchase or sale of any security.</p> <p>11. Claim Time Limit and Waiver of Claims. In no event shall any claim, dispute, controversy or other matter in question be made against OTC Markets Group by Distributor or any person claiming by or through Distributor later than one (1) year after the claim, dispute, controversy or other matter in question has arisen. Distributor and its employees, directors, and other agents expressly waive any claims, disputes, controversies, and other matters not brought within the period above.</p>
Nasdaq Medical Claims Insights (NMCI)	Komodo Health, Inc.	<p>A. Customer's use of the Nasdaq Products shall be for internal use only.</p> <p>B. <i>Appropriately Restrict Access to Data:</i> Where Customer has access to other identified or de-identified patient level data, Customer shall not incorporate, link, or otherwise connect such patient level data with any other patient level data for any purpose. Customer shall segregate all Nasdaq Products within Customer's environment from any other data assets within Customer's possession, custody, or control, Customer shall also implement and maintain appropriate data security and privacy policies, procedures and associated physical, technical and administrative safeguards as needed to ensure that the Nasdaq Products (including any data therein) are: (a) accessed only by personnel so authorized under the data use agreement, and (b) will remain de-identified in accordance with 45 CFR Part 164.514(b)(1).</p> <p>C. <i>Destruction of Data:</i> Upon the termination of the Customer project, Customer shall immediately destroy all copies of any Nasdaq Product in its possession. Upon request, Customer will provide a certificate to such destruction. Notwithstanding the foregoing, Customer may retain one (1) copy of the Nasdaq Products for a period of the greater of five (5) years or for such longer period as may be required by applicable law, solely for the purpose of answering questions from a government agency, and for no other purpose.</p>

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6. NASDAQ SUSTAINABLE BOND NETWORK

Product Category	Third Party	Terms
Nasdaq Sustainable Bond Network	NSBN	The Nasdaq provided Information in the Nasdaq Sustainable Bond Network portal (the “Portal”), including the use of the Information offered on the Portal is provided for Informational purposes only and (1) do not constitute legal, tax, investment or financial advice; (2) cannot be interpreted as an offer or indication to buy or sell securities, to select a project or make any kind of business transactions; and (3) do not represent an assessment of the issuer’s economic performance, financial obligations nor of its creditworthiness. The Nasdaq provided Information is based on Information publicly available and Nasdaq does not warrant their merchantability, completeness, accuracy, up-to-datedness or fitness for a particular purpose. The Information and data are provided “as is”. Nasdaq accepts no liability for damage arising from the use of the Information, data or opinions contained herein, in any manner whatsoever, except where explicitly required by law.

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

February 19, 2024: Version 1.6

- Added BMLL Terms and Conditions to Section 5

November 26, 2024: Version 1.7

- Added Level 1 data. Including Quote Inside, OTC Link Trades and Reference Data, CUSIP Terms and Conditions to Section 5

May 6, 2025: Version 1.8

- Removed USMS Terms and Conditions from Section 5
- Added NMCI Terms and Conditions to Section 5