

IBM Algo Risk Service on Cloud

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

IBM Algo Risk Service on Cloud is a portfolio construction, risk management and reporting solution offered as a web-based hosted managed service.

IBM Algo Risk Service Base Service on Cloud provides the following base functionality: web-based financial risk measurement and management service. IBM Algo Risk Service Base Service on Cloud calculates basic risk measures through an over-night batch process and makes the calculated results available via a web portal through an interface that permits manipulation and analysis of risk analytic results. The specific risk measures calculated are described in more detail in the IBM Risk Service on Cloud – Risk Analytics Details document listed below.

a. Data Requirements

The IBM Algo Risk Service on Cloud combines position and other related data provided by Client with market, benchmark and/or other data from other sources to calculate the specified risk measures. In order to help ensure Client's data is processed properly, Client must provide IBM with the required product, financial and other data in the manner and format set out in the version of the Algo Risk Service Input File Guide. Some options of the Cloud Service that the Client may select require the processing of data provided by one or more third party data vendor(s). If Client has subscribed for any of these options, Client agrees to the terms and conditions of those portions of Appendix A and B of this Service Description which relate to the data required for those options and which also apply to the output of the Cloud Service offering. For greater certainty, if Client has not subscribed for any of the data processing options referencing a third party data provider, such terms and conditions do not apply to Client. Some data vendors require IBM to provide information about Client's usage of their data, and Client agrees that we may provide this information to them but only for the purposes of making available the Cloud Service. If IBM's access to any third party data required to provide Client with the Cloud Service is restricted for any reason, either party may terminate this Service Description, and in the case of termination by IBM, IBM will refund to Client the remaining balance of any fees that have been paid by Client and not yet consumed as of the date of termination.

b. Documentation

A set of documentation that defines various features and processes of the IBM Algo Risk Service on Cloud. This documentation covers input file formats, risk analytics methodology, asset class and risk factor coverage, and security and privacy overview. These documents are listed below:

- IBM Algo Risk Service on Cloud – Market Data Guide
- IBM Algo Risk Service on Cloud – Instrument Model Specifications
- IBM Algo Risk Service on Cloud – Data Coverage Guide
- IBM Algo Risk Service on Cloud – Risk Analytics Guide
- IBM Algo Risk Service on Cloud – Input File Guide
- IBM Algo Risk Service on Cloud – ARA User Guide
- IBM Algo Risk Service on Cloud – ARA Output Glossary
- IBM Algo Risk Service on Cloud – RSoC Infrastructure Overview

c. Client Input Data

Client will send three (3) data files to an IBM provided and Client specific, secure file transfer protocol (SFTP) site.

- (1) Position file
- (2) Over the Counter (OTC) T&C (Terms and Conditions) data file

(3) Portfolio Hierarchy file

The input data file format is specified in the Algo Risk Service on Cloud Input File Guide. This document includes Client provided market data, and benchmark data formats.

d. Financial Risk Management Considerations

The Cloud Service offering is designed to perform complex financial risk management calculations and is used by clients who typically operate in regulated financial industries. The output from the Cloud Service can help Client meet Client's compliance obligations, but use of the Cloud Service offering does not guarantee compliance with any law, regulation, standard or practice. Accuracy of the output from the Cloud Service offering depend on accuracy of the content Client makes available, and Client is responsible for such content and the use of, and results obtained from the output of the Cloud Service. Client further acknowledges that the Cloud Service is a tool for assisting the Client and not a substitute for the skill, judgment and experience of Client's management and employees in giving advice to third parties and in making investment and other business and risk management decisions. Client is responsible for the results obtained from the use of the Cloud Service.

e. Audits

IBM will (a) no more than once per year during the subscription period, at Client's request and expense, provide access to the Cloud Service offering to any of Client's internal or external auditors or examiners; and (b) if required in order to meet Client's regulatory requirements, upon request and reasonable prior notice (where possible), make available to Client or Client's internal or external auditors or examiners, at Client's expense, copies of IBM's records relating to the Cloud Service; and (c) comply with any reasonable request from Client, at Client's expense, for information relating to the Cloud Service offering that may be required by Client to comply with the U.S. Sarbanes-Oxley Act of 2002 (and any resultant, similar or replacement legislation, rules or guidance). In all cases Client and Client's auditors or examiners must execute IBM's standard confidentiality agreement protecting the information disclosed or made available as part of any of the activities listed above.

f. When used in this Section 1, the term "Instrument" means the net holding of each unique contract or transaction between two or more entities which defines the exchange of financial or physical assets including but not limited to (a) a traded security identifiable by a unique security identifier (e.g., CUSIP, SEDOL, ISIN), (b) commercial-banking products (including corporate, SME and retail), (c) OTC or exchange-traded derivatives (whether defined by ISDA definition or by a customized contract), (d) repos and securities lending, and (e) commodities or other physical assets.

IBM Algo Risk Service Standard Processing on Cloud provides the workflow and batch processing required to perform the simulations that define the Risk Service on Cloud. This scope of the simulation is defined by the number of unique securities (Documents) for which risk analytics are required. The specific analytics, scenarios, and other outputs are defined by the IBM Algo Risk Service on Cloud – Risk Analytics Details document. IBM Algo Risk Service Standard Processing on Cloud is charged by tiers based on the maximum number of Instruments (counted as Documents) processed per month.

The Cloud Service provides a daily, weekly, or monthly processing schedule with a range of options available, as described below.

1.1 Optional Features

1.1.1 IBM Algo Risk Service Optimizer on Cloud

IBM Algo Risk Service Optimizer on Cloud is a numerical solver that assists in selecting the appropriate securities and the appropriate allocations to achieve particular risk and return objectives. The process is also able to consider real-life constraints such as trading costs, allocation and concentration limits, and risk budgets, which enables the construction and modeling of optimization problem sets.

IBM Algo Risk Service Optimizer on Cloud enables Client to perform the following:

- a. achieving an absolute target, on an additive or weighted additive measure such as value, return, beta, duration;
- b. matching an additive or weighted additive measure, such as value, return, beta, duration, between the portfolio and a benchmark;
- c. maximizing the expected value or return of the portfolio;

- d. minimizing the expected shortfall (expected tail loss) of the portfolio at any confidence interval;
- e. minimizing the regret (difference in P&Ls in the left tail) between a portfolio and a benchmark, at any confidence interval;
- f. minimizing the variance of a portfolio on an absolute basis; and
- g. minimizing the tracking error between a portfolio and a benchmark.

1.1.2 IBM Algo Risk Service Counterparty Credit Exposure on Cloud

IBM Algo Risk Service Counterparty Credit Exposure on Cloud enables the monitoring, measuring, and management of counterparty credit risk to provide visibility to the impact of changes in portfolio composition on both market and credit exposure.

The Cloud Service:

- a. provides market and credit views within the same application, including "what-if" access to changes in portfolio composition and capability to view the impact on both market and credit exposure;
- b. introduces a new set of output attributes, such as margin threshold and net peak exposure; and
- c. assists the Client to identify and address key credit exposure issues, including:
 - (1) identifying where large exposures exist in the firm, across counterparties by region and fund, and how overnight changes may affect those exposures;
 - (2) determining how large potential losses are due to credit exposures;
 - (3) assessing the effectiveness of credit mitigation techniques and if there is additional facility to trade with a counterparty;
 - (4) monitoring and setting credit exposure limits and reporting on exposure profiles through time and on different tenors;
 - (5) viewing the impact of particular stress tests on the credit exposure; and
 - (6) supporting what-if analyses, such as changing netting agreements on the fly, to view the impact on credit exposure outputs.

1.1.3 IBM Algo Risk Service Intra-Day Processing on Cloud

IBM Algo Risk Service Intra-Day Processing on Cloud permits Client to request updates of portfolios, position data, and risk analytics calculated by Algo Risk Service on Cloud for an agreed period (for example, hourly) that is shorter than the standard overnight Algo Risk Service batch process. IBM Algo Risk Service Intra-Day processing is restricted to 1,000 Instruments and the use of the standard scenario sets, as outlined in the Service Detail Document. Requests for Intra-day processing are made through the IBM Algo Risk Service support portal.

1.1.4 IBM Algo Risk Service Data Archive on Cloud

IBM Algo Risk Service Data Archive on Cloud has a standard storage allocation for output data calculated based on the initial number of Instruments and scenarios subscribed to. IBM Algo Risk Service Data Archive on Cloud offers standard storage of previous batch sessions as per the following schedule:

- Daily sessions for the current week
- Weekly sessions for the current month
- Monthly session from the last business day of the previous month

IBM Algo Risk Service Data Archive on Cloud offers the option of storing output data generated by IBM Algo Risk Service on Cloud over longer periods and is sold on a per gigabyte basis.

1.1.5 IBM Algo Risk Service Risk & Financial Engineering Workbench on Cloud

IBM Algo Risk Service Risk & Financial Engineering Workbench on Cloud allows the Client to install IBM Algo One Risk & Financial Engineering Workbench (RFEWB) enabling software, on a Client machine.

RFEWB can be used in conjunction with session data output from the Cloud Service offering containing 1 unit of all Client's submitted Instruments mapped to terms and conditions data, pricing functions and market data ("Client Session Data").

RFEWB permits Client to perform the following operations on the Client Session Data:

- a. locate key contributing factors related to the Client Session Data;

- b. support of 'what-if' analysis;
- c. support of stress analysis;
- d. detect errors quickly and request corrections or changes through the Cloud Service offering support portal, as necessary; and
- e. annotate sessions with key finding for analysis of risk results.

RFEWB may only be used during the subscription period for the Cloud Service offering.

1.1.6 IBM Algo Risk Service Interactive Users on Cloud

IBM Algo Risk Service Interactive Users on Cloud allows Clients to add additional web portal users as required.

1.1.7 IBM Algo Risk Service ARA Enabling Software

IBM Algo Risk Service ARA Enabling Software allows Clients to install Algo Risk Aggregator (ARA) enabling software on their own machines instead of using the standard Algo Risk Service on Cloud web portal.

Algo Risk Aggregator may only be used during the subscription period for the Cloud Service offering.

1.1.8 IBM Algo Risk Service Axioma Equity Models

IBM Algo Risk Service Axioma Equity Models are available in three editions:

- a. Entry Edition – up to US\$15 billion in equity assets under management;
- b. Standard Edition – US\$15 billion to US\$45 billion in equity assets under management; and
- c. Enterprise Edition – greater than US\$45 billion in equity assets under management.

Equity models are sourced from Axioma. Clients gain access to a factor model as well as a multi-asset class portfolio risk evaluation system. Clients use factor models for portfolio construction decisions and performance of scenario analysis on portfolio and department level exposures.

1.1.9 IBM Algo Risk Service Risk Data

IBM Algo Risk Service Risk Data is a service that retrieves, processes, validates, and provides market data required by IBM's risk analytics processes and is further explained in the following 3 documents:

- IBM Algo Risk Service on Cloud – Market Data Guide
- IBM Algo Risk Service on Cloud – Instrument Model Specifications
- IBM Algo Risk Service on Cloud – Data Coverage Guide

This service provides the data, both individual security details and underlying factor data, required to run the analytics prescribed by the Risk Service on Cloud. The fees charged for this data are based on the monthly average of the number of Instruments processed per day.

1.1.10 IBM Algo Risk Service Point in Time Processing on Cloud

IBM Algo Risk Service Point in Time Processing on Cloud is an extension to Algo Risk Service on Cloud which handles backdated processing for prior dates (such as prior month or quarter end). The extension requires that aggregate positions and OTC transaction data be provided by Client in a defined format, as specified in the Input File Guide.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and

applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=B2301360C23111E6A98AAE81A233E762>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

| Availability during a contracted month | Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim) |
|--|---|
| Less than 99.5% | 2% |
| Less than 99% | 5% |
| Less than 95% | 10% |

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month, minus the total number of minutes of Downtime in the contracted month, divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via the Client Success Portal: <https://support.ibmcloud.com>. IBM's software as a service support guide available at https://www-01.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- a. **Authorized User** – is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.
- b. **Document** – is a unit of measure by which the IBM Cloud Service can be obtained. A Document is defined as a finite volume of data that is enveloped within a document header and trailer record that marks its beginning and end or any electronic representation of a physical document. Sufficient entitlements must be obtained to cover the total number of Documents processed by the IBM Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- c. **Engagement** – is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.
- d. **Gigabyte-Month** – is a unit of measure by which the IBM Cloud Service can be obtained. A Gigabyte is 2 to the 30th power bytes. Sufficient entitlements must be obtained to cover the average number of Gigabytes, rounded up to the next Gigabyte, used, stored, or configured in the IBM Cloud Service during each month during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.
- e. **Instance** – is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.
- f. **Legacy ARA User, Legacy Concurrent User, Legacy GUI User, and Legacy Contract** – are units of measure by which the Cloud Service offering can be entitled. Legacy charge metric types are no longer actively marketed by IBM. IBM may, however, at its sole and exclusive discretion, agree to increase Client's existing entitlements to use certain versions of Cloud Service offering ("Legacy SaaS") under a Legacy entitlement type. Cloud Service offerings acquired under a Legacy charge metric type are indicated by the notation "Legacy", in the Cloud Service offering name on the Transaction Document. Client's use of all Legacy SaaS is subject to the charge metric terms specified in the agreement pursuant to which Client originally acquired the ability to use the Legacy SaaS ("Legacy Agreement"). Under no circumstances will the terms of the Legacy Agreement be interpreted to expand Client's right to use the Legacy SaaS beyond the amount specified in the Transaction Document nor shall the terms other than the specified Legacy SaaS charge metric terms be deemed as governing the use of the Cloud Service offering.
- g. **Request** – is a unit of measure by which the IBM Cloud Service can be obtained. A Request is the act by the client that authorized IBM to perform a service. Depending upon the service, the Request can be in the form of a written notice or a support request which is made by phone call, email, or online case. Sufficient entitlements must be obtained to cover the total number of Requests

submitted to the IBM Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

5.3 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

5.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Enabling Software

The Cloud Service requires the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service. Enabling software is provided to Client under following terms:

| Enabling Software | Applicable License Terms (if any) |
|---|---|
| IBM Algo One Risk & Financial Engineering Workbench 5.1 (for IBM Algo Risk Service Risk & Financial Engineering Workbench on Cloud) | http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/1F0D7ABED574F04685257D8F007B192D |
| IBM Algo One Risk Aggregator 5.1 (for IBM Algo Risk Service ARA Enabling Software) | http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/010569557F75AB3D85257FCB003D73A8 |

7.3 Cookies

IBM Algo Risk Service on Cloud uses in-memory session cookies, which do not live beyond the current user session and are destroyed when the user shuts the browser down or the browser session expires.

7.4 Composite Credit Ratings

The IBM Algo Risk Service composite credit rating is not sponsored, endorsed or promoted by a rating agency. Although ratings provided by a ratings agency may be used as an input in creating the IBM Algo Risk Service composite credit rating, the IBM Algo Risk Service composite credit rating is not sponsored, endorsed or promoted by a rating agency. Rating agencies shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs or losses caused by negligence) in connection with any use of the IBM Algo Risk Service composite credit rating or any ratings used as an input. To the extent that the IBM Algo Risk Service composite credit rating has been created using a rating provided by a rating agency, such rating was used under license from such rating agency and reserves all rights with respect to such rating.

7.5 Links to Third Party Websites or Other Services

If Client transmits content to or from a third party website or other service that is linked to or made accessible by the Cloud Service, Client provides IBM with the consent to enable any such transmission of content, but such interaction is solely between Client and the third party website or service. IBM makes no warranties or representations about such third party sites, services or data, and shall have no liability for such third party sites, services or data quality.

7.6 Permitted Uses

Client is entitled to make a reasonable number of hard copies of the Cloud Service documentation described in Section 1 of this Service Description and post electronic copies on any intranet or internal website for the exclusive use of Client, provided that all copies of the Cloud Service documentation, or any portion, bear a copyright notice in favor of IBM.

Except as expressly stated in this Service Description, Client may not copy, modify, distribute, or reverse-engineer any data that Client receives or views from the Cloud Service.

IBM (a) may compile and analyze anonymous, aggregate, summary data related to Client's use of the Cloud Service, and (b) may prepare reports, studies, analyses, and other work product resulting from this compilation and analysis (collectively the "Compiled Data"). IBM retains all ownership rights in and to the Compiled Data.

IBM may copy the Client's data to a non-production server within the Cloud Service environment for the limited and exclusive purpose of testing and improving the quality of the Cloud Service offering.

7.7 Description of Integration, Configuration and Client Services

Algo Risk Service on Cloud is a managed service offering, with a customized instance established for each client. The services engagement for the implementation of Client's dedicated instance will be performed by IBM under a mutually-agreed statement of work made pursuant to a separate services agreement.

7.8 Terms Required by our Suppliers

The Cloud Service depends in part on materials provided by third party suppliers. Client agrees to the provisions of Appendix C which sets out terms and conditions that we are obligated to pass through to Client by those suppliers.

Appendix A

This is Appendix A to the IBM Service Description. This Appendix A applies only to the extent that Client have subscribed for a third party data processing option which references one of the Data Vendors listed below. In the event of a conflict between the Agreement, Service Description, Transaction Document and this Appendix A, the terms of this Appendix A will prevail to the extent of the conflict.

1. Data Vendors

- a. IBM will, on Client's behalf, obtain directly from specified third party data vendors (each a "Data Vendor") and manage certain data made available by such Data Vendors ("Vendor Data") as required by client as part of the Cloud Service offering, subject to the terms of the Agreement, Service Description, Transaction Document and this Appendix A.
- b. Client acknowledges that Client must have in place an agreement directly with each such Data Vendor ("Client Data Vendor Agreement"). Client acknowledges that the terms of use that are contained in Client's Client Data Vendor Agreement and this Appendix A may be more restrictive than the terms of the Agreement, Service Description and Transaction Document and Client acknowledges that the more restrictive terms of use govern Client's use of the Vendor Data including, without limitation any output from the Cloud Service offering that contains or is derived from the Vendor Data. In the event Client's Client Data Vendor Agreement terminates, is terminated or expires for any reason, IBM's obligation to process the Vendor Data will automatically terminate without notice.

2. Charges

In order to reflect increased fees imposed by a Data Vendor for the Vendor Data, IBM may increase that portion of the charges for the Cloud Service offering relating to the processing of Vendor Data on behalf of Client at any time. Client accepts responsibility for and will pay any such increase.

3. Indemnity

Client agrees to indemnify and hold harmless IBM and its third party licensors, and their respective affiliates, including their respective directors, officers, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs, as incurred, arising in any manner out of: (i) Client's use of, or any third party's use of, or inability to use, any Vendor Data, including, without limitation, any output from the Cloud Service offering containing or derived from the Vendor Data or any Data Vendor trademarks or any decisions or advice arising out of such use; or (ii) any breach by Client of any provision contained in this Appendix A or in Client's Customer Data Vendor Agreement or any other agreement Client may have executed with a Data Vendor; or (iii) any breach by IBM of IBM's processing agent agreement with a Data Vendor ("IBM Processing Agent Agreement") to the extent it arises out of or in connection with a breach by Client of the terms of this Appendix A or any agreement Client may have executed with a Data Vendor including without limitation Client's Customer Vendor Data Agreement; or (iv) IBM's use of any Vendor Data on Client's behalf provided IBM is not in breach of its IBM Processing Agent Agreement with such Data Vendor; or (v) any use or dissemination of any Vendor Data including, without limitation, any output from the Cloud Service offering containing or derived from such Vendor Data by Client after the date Client's applicable Customer Data Vendor Agreement terminates; or (vi) any dealings between Client and IBM or any of its affiliates unrelated to the Vendor Data, to the extent IBM is required to indemnify the applicable Data Vendor in respect of such dealings.

4. Disclaimers

- a. Client acknowledges that IBM is processing the Vendor Data as a convenience to Client and neither IBM nor IBM's third party licensors nor its or their respective affiliates will have any responsibility or liability, contingent or otherwise, for any delays, inaccuracies, errors in or omissions from the Vendor Data or the quality, availability or use of the Vendor Data or for any injury or damages, consequential or otherwise arising therefrom or occasioned thereby, or otherwise in connection with this Appendix A, from whatever cause whether or not resulting from IBM's negligence. The

processing of the Vendor Data by IBM is dependent upon data and communication from each Data Vendor and multiple third parties and may be subject to interruption. IBM makes no warranty that the Vendor Data will be received and processed by IBM free of interruption and IBM has no liability to Client in the event of any such interruption. THE VENDOR DATA (INCLUDING, WITHOUT LIMITATION, OUTPUT FROM THE CLOUD SERVICE OFFERING CONTAINING OR DERIVED FROM THE VENDOR DATA) IS PROCESSED FOR CLIENT AND MADE AVAILABLE TO CLIENT ON AN "AS IS" BASIS. IBM, ITS THIRD PARTY LICENSORS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE VENDOR DATA AND ITS AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE VENDOR DATA (OR USE THEREOF OR RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY DECISIONS OR ADVICE ARISING OUT OF SUCH USE). IBM, ITS THIRD PARTY LICENSORS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE VENDOR DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, ORIGINALITY, SEQUENCE, ACCURACY, CORRECTNESS, COMPLETENESS, PERFORMANCE, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

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5. Certification

At IBM's request, Client will provide an annual certificate signed by one of Client's authorized officers stating that Client is in compliance with its obligations and the restrictions set forth in this Appendix A.

6. Data Vendor Specific Terms of Use

The following terms of use apply only to the extent that IBM is processing Vendor Data for Client from the Data Vendor(s) specified below. For greater certainty, if Client has not subscribed for any of the data processing options referencing a Data Vendor listed below, such terms and conditions do not apply to Client.

6.1 Bloomberg

In accordance with the IBM Processing Agent Agreement with Bloomberg, all access to and use of the Bloomberg Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from Bloomberg Vendor Data) is subject to the following terms:

- a. Client represents that:
 - (1) Client has a current and valid Bloomberg Bulk Data License Agreement or Bloomberg Per Security Data License Agreement (the "**Bloomberg Agreement**") at the appropriate subscription level and all license fees and other payments due thereunder have been paid; and
 - (2) Client will comply with all obligations and limitations in the Bloomberg Agreement with respect to the Bloomberg Vendor Data, including, without limitation, any output from the Cloud Service offering containing or derived from the Bloomberg Vendor Data.
- b. Client acknowledges that the Bloomberg Vendor Data constitutes valuable intellectual property and trade secrets of Bloomberg L.P. and others. Nothing in this Appendix A shall be construed as granting or conferring, except as expressly set forth herein, any rights by license or otherwise in any Bloomberg confidential information or under any trademark, patent, copyright, service mark, mask work or any other intellectual property right of Bloomberg. Client will honour and comply with all reasonable requests by IBM or Bloomberg or its suppliers to protect their and others' contractual, statutory and common law rights in the Bloomberg Vendor Data. Client will treat the Bloomberg Vendor Data as confidential to Bloomberg.
- c. Bloomberg may, at any time and in its sole and absolute discretion, alter, amend, or in any way change any of the Bloomberg Vendor Data or terminate Client's right to receive and/or use any of the Bloomberg Vendor Data.
- d. Any redistribution of Bloomberg Vendor Data (including, without limitation, output from the Cloud Service offering containing or derived from the Bloomberg Vendor Data) by Client is prohibited, unless expressly permitted in Client's Bloomberg Agreement.
- e. No action, regardless of form, arising out of or pertaining to the Bloomberg Vendor Data may be brought by Client more than one year after the cause of action has accrued.

6.2 STANDARD & POOR'S (S & P)

In accordance with the IBM Processing Agent Agreement with S & P, all access to and use of the S & P Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from S & P Vendor Data) is subject to the following terms:

- a. Client represents that:
 - (1) Client has a separate, legally binding written agreement with S & P relating to the receipt of the S & P Vendor Data (the "**S & P Agreement**") and all license fees and other payments due thereunder have been paid;
 - (2) Client will comply with all obligations and limitations in the S & P Agreement with respect to the S & P Vendor Data, including, without limitation, output from the Cloud Service offering containing or derived from the S & P Vendor Data; and
 - (3) Client will notify us immediately in the event that Client's S & P Agreement is terminated for any reason.
- b. Client acknowledges that all proprietary rights (including, but not limited to, copyrights, database rights and trademark rights) in the S & P data, including all data, software, products and documentation contained or included therein, are and shall remain the sole and exclusive property of S & P, its affiliates and their third-party licensors. Client will honor all reasonable requests by IBM or S & P, other than engaging as a party in litigation, to perfect and protect any of S & P's or its affiliates' or third parties' rights in the S & P Vendor Data. Client will co-operate with IBM and S & P to enforce methods of protecting S & P's proprietary rights from any unlawful infringement.
- c. Client will use the S & P Vendor Data (including, without limitation, output from the Cloud Service offering containing or derived from the S & P Vendor Data) solely for the purposes of on-line terminal screen display and ad-hoc inquiry access, unless expressly permitted by Client's S & P Agreement.
- d. Client will not alter, modify, remove, block or obscure any content, copyright notice or disclaimer notice that is included in and/or a part of the S & P Vendor Data.
- e. If IBM terminates the processing of the S & P Vendor Data due to Client's breach, Client will, in addition to any remedies set forth in the Agreement, Service Description, Transaction Document and this Appendix A or otherwise available to IBM in law or equity, promptly pay the charges that

relate to the S & P Vendor Data that would have been payable over the remainder of the Subscription Period, which amount shall be due and payable one day prior to the effective date of such termination. Client agrees that this constitutes a realistic pre-estimate of IBM's loss with respect to the S & P Vendor Data and is not intended to be a penalty.

6.3 London Stock Exchange, SEDOL Data

In accordance with the IBM Processing Agent Agreement with the London Stock Exchange ("**LSE**"), all access to and use of the LSE Vendor Data (including, without limitation, any output from the Cloud Service that contains or is derived from LSE Vendor Data) is subject to the following terms:

- a. If Client wants to use SEDOL codes in conjunction with the Cloud Service, Client must first enter into a separate agreement with LSE allowing it to do so.
- b. Client may not reproduce and/or extract or redistribute SEDOL codes without the prior written consent of LSE.

Appendix B

This is Appendix B to the IBM Service Description. This Appendix B applies only to the extent that Client has subscribed for a third party data processing option which references one of the Data Vendors listed below. In the event of a conflict between the Agreement, Service Description, Transaction Document and this Appendix B, the terms of this Appendix B will prevail to the extent of the conflict.

1. Direct Data Vendors

- a. IBM will, on Client's behalf, obtain directly from specified third party data vendors (each a "Data Vendor") and manage certain data made available by such Data Vendors ("Vendor Data") as required by Client as part of the Cloud Service offering, subject to the terms of the Agreement, Service Description, Transaction Document and this Appendix B.
- b. For the Data Vendors covered in this Appendix B, Client does not need to have in place an agreement directly with such Data Vendor. Client agrees to use the Vendor Data, in whatever form, solely as part of the Cloud Service offering in accordance with the terms of the Agreement, Service Description, Transaction Document and this Appendix B.
- c. Client acknowledges that the terms of use that are contained in section 4 of this Appendix B may be more restrictive than the terms of use for the Cloud Service offering set out in the Agreement, Service Description and Transaction Document. Client also acknowledges that the more restrictive terms of use govern Client's use of such Vendor Data including, without limitation, any output from the Cloud Service offering that contains or is derived from the Vendor Data.

2. Charges

In order to reflect increased fees imposed by a Data Vendor for the Vendor Data, IBM may increase that portion of the charges for the Cloud Service offering relating to the processing of Vendor Data on behalf of Client at any time. Client accepts responsibility for, and will pay any such increase.

3. Indemnity

Client agrees to indemnify and hold harmless IBM, and its third party information providers, and their respective affiliates and each of their respective directors, officers, employees, agents, successors and assigns from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs, as incurred, arising in any manner out of: (i) Client's use of, or any third party's use of, or inability to use, any Vendor Data, including, without limitation, any output from the Cloud Service offering containing or derived from the Vendor Data or any decisions or advice arising out of such use; or (ii) any breach by Client of any provision contained in this Appendix B; or (iii) any breach by IBM of IBM's agreement with a Data Vendor to the extent it arises out of or in connection with a breach by Client of the terms of this Appendix B.

4. Direct Data Vendor Specific Terms of Use

The following terms of use apply to the extent that IBM is processing Vendor Data for Client from the Data Vendor(s) specified below. For greater certainty, if Client has not subscribed for any of the data processing options referencing a Data Vendor listed below, such terms and conditions do not apply to Client.

4.1 Axioma

In accordance with IBM's Axioma Distribution Agreement, all access to and use of the Axioma Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from Axioma Vendor Data) is subject to the following terms:

- a. Client will use the Axioma Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from Axioma Vendor Data) for Client's and its affiliates' own internal direct use and not for provision of the Cloud Service offering, or output from the Cloud Service offering for use by Client's and its affiliates' own customers, clients and investors.

- b. Client will take all reasonable steps to protect the Axioma Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from Axioma Vendor Data) from unauthorized copying or use, and Client agrees to notify IBM promptly in writing in the event of any known or suspected unauthorized use of the Axioma Vendor Data or suspected breach of security and provide reasonable assistance in remedy of such breach.
- c. Client acknowledges that Axioma, Inc. is the source and sole and exclusive owner of the Axioma Vendor Data, associated Axioma documentation and all trademarks, service marks and copyrights related thereto. Client acknowledges that the Axioma Vendor Data constitutes valuable intellectual property and trade secrets of Axioma. Client will honour and comply with all reasonable requests by IBM or Axioma to protect Axioma's contractual, statutory and common law rights in the Axioma Vendor Data.
- d. Client will treat the Axioma Vendor Data (including, without limitation, any output from the Cloud Service offering that contains or is derived from Axioma Vendor Data) and the associated Axioma documentation made available to Client as confidential information. In particular, Client will: (i) use the same care and discretion to avoid disclosure of the confidential information as Client uses in its own similar information which it does not wish to disclose, and (ii) use the confidential information only to further its permitted activities under the Agreement, Service Description, Transaction Document and this Appendix B.
- e. Client shall not: (i) derive, access or reverse engineer the Axioma Vendor Data through or from the Cloud Service offering, or output from the Cloud Service offering; or (ii) use the Axioma Vendor Data (including, without limitation, output from the Cloud Service offering containing or derived from the Axioma Vendor Data) except as expressly permitted by this Appendix B.
- f. Client acknowledges that IBM is processing the Axioma Vendor Data as a convenience and neither IBM, its third party information providers nor its or their respective affiliates will have any responsibility or liability, contingent or otherwise, for the quality or availability of the Axioma Vendor Data. THE AXIOMA VENDOR DATA (INCLUDING, WITHOUT LIMITATION, OUTPUT FROM THE CLOUD SERVICE OFFERING CONTAINING OR DERIVED FROM THE AXIOMA VENDOR DATA) IS PROCESSED FOR CLIENT AND MADE AVAILABLE TO CLIENT ON AN "AS IS" BASIS. IBM, ITS THIRD PARTY INFORMATION PROVIDERS, AND ITS AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE AXIOMA VENDOR DATA (OR USE THEREOF OR RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY DECISIONS OR ADVICE ARISING OUT OF SUCH USE). IBM, AND ITS THIRD PARTY INFORMATION PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, ORIGINALITY, ACCURACY, COMPATIBILITY, QUALITY, PERFORMANCE, CORRECTNESS, COMPLETENESS, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Client acknowledges that Axioma and each of its third party information providers shall be a third party beneficiary of this section and any other disclaimers provided in this Appendix B or through the provision of the Axioma Vendor Data and shall have the right to enforce the same.
- g. CLIENT ASSUMES THE ENTIRE RISK OF ANY USE CLIENT MAY MAKE OR PERMIT OR CAUSE TO BE MADE OF THE AXIOMA VENDOR DATA (INCLUDING, WITHOUT LIMITATION, OUTPUT FROM THE CLOUD SERVICE OFFERING CONTAINING OR DERIVED FROM THE AXIOMA VENDOR DATA OR OTHER RESULTS OF USE OR PERFORMANCE OF THE AXIOMA VENDOR DATA). WITHOUT LIMITING THE FOREGOING, NEITHER IBM, ITS THIRD PARTY INFORMATION PROVIDERS OR ITS OR THEIR RESPECTIVE AFFILIATES SHALL IN ANY WAY BE LIABLE TO CLIENT FOR (A) ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE AXIOMA VENDOR DATA; OR (B) AS A RESULT OF OR IN CONNECTION WITH ANY OPINIONS, RECOMMENDATIONS, FORECASTS, JUDGMENTS OR ANY OTHER CONCLUSIONS, OR ANY COURSE OF ACTION DETERMINED, BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT BASED ON THE AXIOMA VENDOR DATA; OR (C) ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM (A) OR (B). WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, TERMS OF USE OR THIS APPENDIX B, IN NO EVENT SHALL IBM, ITS THIRD PARTY INFORMATION PROVIDERS OR ITS OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO CLIENT, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS,

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- h. Upon five (5) days prior notice from IBM, Client will provide IBM with records and documentation, and assistance and access to Client's premises and systems, as IBM may reasonably require and as may be reasonably necessary for IBM to determine Client's compliance with the terms and conditions of this Appendix B.

4.2 Thomson Reuters

In accordance with IBM's Thomson Reuters Vendor Data Agreement, all access to and use of the content provided herein that is supplied by Thomson Reuters ("TR Data") (including, without limitation, any output from the Cloud Service offering that contains any TR Data) is subject to the following notices and terms:

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- f. IBM's aggregate liability for loss, damage, or costs under or in relation to the provision of the TR Data (whether in negligence, breach of contract, misrepresentation or for any other reason) in any calendar year shall not exceed the total of the fees paid on Client's behalf for the TR Data in respect of that calendar year.

- g. NEITHER IBM, ITS AFFILIATES, THOMSON REUTERS, NOR ITS THIRD PARTY PROVIDERS WARRANT THAT THE PROVISION OF THE TR DATA WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, COMPLETE OR ACCURATE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SAME. USE OF THE TR DATA AND RELIANCE THEREON BY CLIENT, ITS AFFILIATES OR ANY THIRD PARTIES ACCESSING THE TR DATA OR OUTPUT FROM THE CLOUD SERVICE OFFERING THROUGH CLIENT IS AT CLIENT'S SOLE RISK. NEITHER IBM, ITS AFFILIATES, THOMSON REUTERS OR ITS THIRD PARTY PROVIDERS WILL IN ANY WAY BE LIABLE TO CLIENT OR ANY OTHER ENTITY OR PERSON FOR THEIR INABILITY TO USE THE TR DATA, OR FOR ANY INACCURACIES, ERRORS, OMISSIONS, DELAYS, COMPUTER VIRUS OR OTHER INFIRMITY OR CORRUPTION, DAMAGES, CLAIMS, LIABILITIES OR LOSSES, REGARDLESS OF CAUSE, IN OR ARISING FROM THE USE OF THE TR DATA. THE TR DATA IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR OTHERWISE IS PROVIDED HEREUNDER.
- h. IN NO EVENT WILL THOMSON REUTERS OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE TR DATA EVEN IF THOMSON REUTERS OR ITS THIRD PARTY PROVIDERS OR THEIR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. FURTHER, THOMSON REUTERS OR ITS THIRD PARTY PROVIDERS SHALL NOT BE LIABLE IN ANY MANNER FOR THE CLOUD SERVICE OFFERING.

4.3 BondEdge

In accordance with IBM's BondEdge Solutions LLC Vendor Data Agreement, all access to and use of the content provided herein that is supplied by BondEdge ("**BondEdge Data**") (including, without limitation, any output from the Cloud Service that contains any BondEdge Data) is subject to the following notices and terms:

- a. Client will treat the BondEdge Vendor Data (including, without limitation, any output from the Cloud Service that contains or is derived from BondEdge Vendor Data) for its internal use in connection with the Cloud Service only.
- b. Client acknowledges that BondEdge and its third-party suppliers reserve all rights in and to the BondEdge Vendor Data.
- c. CLIENT ACKNOWLEDGES THAT BONDEDGE SOLUTIONS LLC AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ANY OTHER MATTER AND SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS OR MALFUNCTIONS IN THE SERVICES.
- d. Client acknowledges that BondEdge Vendor Data is intended for use by institutional investors, registered brokers, professionals and others of similar sophistication and experience.
- e. Client acknowledges that users of the BondEdge Vendor Data must exercise their own independent judgment in, selection of any of the Services, selection of the use or intended use of such, and any results obtained. Nothing in the Agreement waives any rights existing under applicable securities law.
- f. BondEdge and its third-party suppliers are third-party beneficiaries of this Agreement.

Appendix C

This is Appendix C to the IBM Service Description. In the event of a conflict between the Agreement, Service Description, Transaction Document and this Appendix C, the terms of this Appendix C will prevail to the extent of the conflict.

1. Prohibited Uses

The following uses are prohibited by Microsoft and/or Red Hat:

No High Risk Use: Client may not use the Cloud Service offering in any application or situation where the Cloud Service offering failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Cloud Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These noncontrolling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

2. CUSIP and CGS ISINs

To the extent the content includes CUSIP identifiers, Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

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