



DATA LICENSOR TERMS
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GENERAL

This document (“**Data Licensor Terms**”) contains contract terms required by the *Data Licensors* with respect to their *Licensed Data* (as those terms are defined below). Licensed Data are or may be used to provide products and services to you (each a “**Customer**”), and are not sponsored, endorsed, offered, sold, recommended or promoted by The Bank of New York Mellon Corporation and/or its subsidiaries and affiliates (“**BNY Mellon**”). Part 1 of this document contains provisions required by more than one Data Licensor that are generally applicable to most Licensed Data used by BNY Mellon and/or provided to a Customer as part of the products and services offered by BNY Mellon (“**Services**”). Part 2 contains unique terms required by individual Data Licensors solely for their own Licensed Data and that apply whenever BNY Mellon uses that vendor’s Licensed Data or provides any part of it to a Customer.

DEFINITIONS

- **Data Licensor:** A third-party supplying Licensed Data used by BNY Mellon or incorporated into the Services, including such third party’s affiliates, sources, distribution agents, contractors and each of their respective shareholders officers, directors, members, employees, agents and other representatives.
- **Licensed Data:** Data supplied to BNY Mellon by a third party which may be subject to the terms of a license, non-disclosure agreement, other form of contract or other conditions under which BNY Mellon may use such data for, or provide such data to its Customers.
- **Services Agreement:** Each written agreement between BNY Mellon and a Customer comprising the terms and conditions pursuant to which Customer engages BNY Mellon to provide one or more Services.

PART 1:

PROVISIONS GENERALLY APPLICABLE TO LICENSED DATA

The Services may be produced with or contain Licensed Data, whether or not attributed to a Data Licensor by name. Data Licensors consider their Licensed Data to be its intellectual property and its use by BNY Mellon in producing the Services is subject to restrictions contained in the agreements between BNY Mellon and the applicable Data Licensor. Customer agrees to comply with any restrictions, conditions or limitations imposed by any Data Licensor with respect to Licensed Data comprising the Services, as set forth in these Data Licensor Terms.

In some cases, Licensed Data *may not* be used to provide Services to a Customer except where such Customer agrees to obtain additional required individual licensing or approvals imposed by a Data Licensor. In the absence of such required individual licensing, BNY Mellon is not permitted to provide the Services (or portion of the Services) using such Licensed Data. BNY Mellon will notify Customer if the individual licensing or approval requirements change for specific Licensed Data received by Customer in the Services. For the avoidance of doubt, Customer may not use the Services as a substitute for obtaining a data license when such data license is required by the Data Licensor.

ACCEPTANCE OF ADDITIONAL LICENSE TERMS

If BNY Mellon is required by a Data Licensor to add additional terms to, or modify the terms of, these Data Licensor Terms, these Data Licensor Terms will be updated with those changes and a new “Last Updated” date, re-posted to this public website, and a notice of the update will be sent out via the Workbench MessageCentre or such other platform and means through which Customer accesses the Services. Customer’s continued use of the Licensed Data within the Services after receipt of such notice shall constitute Customer’s acceptance of the revised usage provisions.

RIGHT OF TERMINATION

In the event that a Data Licensor terminates its license with BNY Mellon, or instructs BNY Mellon to terminate use for, or delivery of, Licensed Data to one or more Customers, BNY Mellon may immediately terminate delivery to Customer of such Licensed Data and if necessary any or all Services using the Licensed Data. BNY Mellon retains the right to terminate distribution of the Licensed Data to Customer for any reason including, without limitation, if required to do so by a Data Licensor or as a result of any applicable legal or regulatory requirement.

INTERNAL USE

Licensed Data may be used by Customer for its internal business purposes only. If, as part of its internal business purposes, Customer intends to provide access to the Services to its affiliates (for their internal business purposes only), Customer agrees that such access to the Services shall depend upon Customer’s right to legally contract and bind such affiliate to these Data Licensor Terms. Any of Customer’s (or its affiliates’) employees, officers, agents or others having access to the Licensed Data on behalf of Customer (or its affiliate) must be subject to an agreement or other obligation that restricts their access to, and use of, the Licensed Data to supporting Customer’s (or its affiliate’s) internal business purposes only.

- Licensed Data that describes or references the securities or holdings a Customer owns, controls or has a genuine indication of interest in, including but not limited to, price, volume, market value, shares outstanding, gain/loss, factors, interest rates, etc. is “**Customer Security Reference Data**.” Customer may, except where specifically prohibited under Part II of these Data Licensor Terms, as part of its internal business purposes, (i) provide such Customer Security Reference Data to Customer’s agents, representatives, investment managers, consultants, subcontractors, plan boards, or plan members; (ii) analyze or use such Customer Security Reference Data in calculations or to create derived data regarding Customer’s securities and holdings for Customer’s use; and (iii) include such Customer Security Reference Data in reports required to comply with Customer regulatory reporting obligations.
- Licensed Data identified to a particular Data Licensor through the use of the Data Licensor’s name, trademark, service mark or other designation of the source of the data (e.g. Russell 1000 index, Moody’s ratings, investment manager’s fund name (e.g., Russell Global Equity) or Treasury Analyst reports) is “**Proprietary Data**.” Customer’s internal use of Proprietary Data is strictly limited to use in connection with the Service containing such Proprietary Data, and includes, except where specifically prohibited under Part II of these Data Licensor Terms, sharing reports or other deliverables containing the Proprietary Data included in the Service with Customer’s consultants, advisors, plan boards, plan members, regulators and auditors who are subject to confidentiality obligations or otherwise restricted to accessing the Proprietary Data for the benefit of Customer’s internal use only.

PROHIBITED USES

The following uses of the Services or Licensed Data are prohibited unless Customer has entered into a separate agreement with a Data Licensor that permits the Customer to use the Licensed Data in that manner. Customer agrees it shall not:

- (a) Distribute, disclose, re-circulate, transmit, transfer, or otherwise make available all or any portion of the Services and/or any analysis or presentation based thereon, or any Proprietary Data contained therein, by whatever means to any other person or entity which is not entitled to receive the Services or Proprietary Data in relation to Customer’s internal use of the same. For example, without limiting the foregoing, Customer shall not post the Services or any Proprietary Data on Customer’s public website, or include same as a part of Customer’s products or services.
- (b) Sell, resell, repackage, publish, sub-license, rent, lend, assign, lease, or otherwise transfer or make available all or any portion of the Services or Licensed Data and/or any analysis or presentation included therein, by whatever means to any other person or entity.

- (c) Copy, reproduce, restructure, rearrange, reorganize, disassemble, decompile, recompile, enhance, add to, alter, adapt, modify, change, translate, convert, or create derivative works from the Services, Licensed Data or any part thereof for any external or third party use (including for Customer's clients).
- (d) Edit, revise, manipulate or present the Licensed Data in a way that could be misleading or have an impact on its accuracy or completeness, or improperly attribute the source.
- (e) Use the Services or the Licensed Data for the purpose of creating any financial product or service or derivative, which seeks to match the performance of, or whose capital and/or income value is related to, the Licensed Data or any part thereof, without the prior written consent of BNY Mellon or the Data Licensor, or both, as applicable.
- (f) Permit anyone to use the Licensed Data to verify the accuracy of other data, or to correct such other data.
- (g) Use the Licensed Data in the calculation and publication of a proprietary index or other measure used in connection with developing and trading in financial instruments, securities products, derivatives, contracts, or any other equivalent purpose related to financial products marked against such index or measure.
- (h) Use the Licensed Data for, or in connection with, the sales, trading or research areas in either the capital markets or investment banking divisions of any broker-dealer registered under the Securities and Exchange Commission Act of 1934 or any such equivalent national legislation.
- (i) Use the Services or Licensed Data for any unlawful or unauthorized purpose.

INTELLECTUAL PROPERTY

The Customer agrees that all proprietary rights in the Services and the Licensed Data contained therein are the intellectual property of BNY Mellon or the Data Licensors (collectively, "**BNY Mellon Parties**") and for purposes hereof shall be deemed the BNY Mellon Parties' (or one or more of their) intellectual property. The BNY Mellon Parties reserve all right, title and interest in and to the BNY Mellon Parties' intellectual property (including all complete or partial copies thereof in any medium), and all intellectual property rights and exclusive proprietary rights in the BNY Mellon Parties' intellectual property. Customer acknowledges that the Licensed Data as compiled, prepared, selected and arranged by the Data Licensors constitute an expenditure of substantial time, effort and money by the Data Licensor and comprise valuable commercial property and/or trade secrets of the Data Licensors. Customer acknowledges that all goodwill in respect of Customer's use of a Data Licensor's intellectual property shall accrue to the Data Licensor. Customer agrees that it will not use the Licensed Data or Services in any manner that infringes, violates or misappropriates any intellectual property right that the BNY Mellon Parties may have therein or that violates any applicable law. Customer will not contest the ownership or validity of any rights of the BNY Mellon Parties in any Licensed Data or Service and agrees not to take any action inconsistent with the foregoing acknowledgements and agreements.

TRADEMARKS

The Customer acknowledges that each Data Licensor for itself, considers its marks to be famous, well-known and internationally recognized trade names, trademarks and service marks owned by the Data Licensor or its licensors, as the case may be, and Customer agrees to treat them as such. Customer has no rights to use such marks except as set forth herein with respect to the Services. Customer recognizes the great value of the reputation and goodwill associated with each Data Licensor's marks and agrees that all goodwill associated with use of the Data Licensor's marks shall belong exclusively to the Data Licensors, and shall not be within the public domain. Such marks include but are not limited to: any indexes and analytics, divisors, formulas and methods used to compute indexes and analytics; and any classification or ratings systems, and methods used to create any classification or ratings systems.

If Customer incorporates Licensed Data or portions of the output from the Services into any comparison or analytical report or other document produced by Customer, Customer shall not alter, remove or conceal any copyright, trademark or other proprietary notice, disclaimer or restrictive legend incorporated into the Services. Customer shall reproduce all copyright, trademark, service mark or other such intellectual property notices and disclaimers, appearing on the original, including the identity of the Data Licensor, and all such notices and disclaimers shall be in accordance with applicable local law. These notices and disclaimers can be found generally on the Workbench website under the "Copyright/Legal Notices" link, or on such other platform and means through which Customer accesses the Services, or in other designated areas of websites used to access the Services, as well as and in certain hardcopy reports.

INDEMNIFICATION AND HOLD HARMLESS

Licensed Data are made available with no representations and warranties and on an “AS IS” basis. Customer assumes sole responsibility and risk for all of its use of or reliance on Licensed Data, and Customer indemnifies and holds harmless the BNY Mellon Parties and their affiliates (and each of their respective directors, officers, employees and agents), and will defend any action brought against any such person or entity with respect to any liability or claim, demand, cause of action, cost, loss, damage or expense (including reasonable attorneys’ fees) as incurred, arising from or based in any respect, on the claim of any person or entity that is attributable to Customer’s use or inability to use Licensed Data.

LIMITATION OF LIABILITY

The BNY Mellon Parties shall not have any liability for any of Customer’s direct or indirect uses of, or reliance on the Licensed Data, including, but not limited to, investment decisions, regulatory filings or other uses based on or referencing any such Services made by Customer and others acting on behalf of Customer.

The BNY Mellon Parties shall not be liable to Customer or any other person or entity, and Customer shall cause others acting on behalf of Customer (including its permitted agents, representatives, investment managers, consultants, subcontractors, plan boards, and plan members) or others who have access through the Customer to the Services or Licensed Data or to any data derived, generated or accessed therefrom to agree in writing that the BNY Mellon Parties shall not be liable to any such party for any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise) or any other circumstance or contingency within or outside the control of the BNY Mellon Parties in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of the Services or any Licensed Data within the Services. **CUSTOMER AGREES THE BNY MELLON PARTIES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, COMPENSATORY, ECONOMIC OR PUNITIVE DAMAGES (INCLUDING, WITHOUT MEANS OF LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND ALIKE, LOSS OF USE OR CLAIMS OF THIRD PARTIES) WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, ARISING OUT OF THE USE OF OR RELIANCE ON (INCLUDING DECISIONS MADE OR ACTIONS TAKEN), INABILITY TO USE, INACCURACY, INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN ANY LICENSED DATA, EVEN IF ANY ONE OR MORE OF THE BNY MELLON PARTIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

DISCLAIMER OF WARRANTIES

ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. THE BNY MELLON PARTIES DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS OR PROMISES REGARDING THE LICENSED DATA OR THE USE OF LICENSED DATA IN TERMS OF RESULTS TO BE OBTAINED, ACCURACY, COMPLETENESS, QUALITY, ORIGINALITY, RELIABILITY, TIMELINESS, SEQUENCE, CURRENTNESS, OR OTHERWISE.

BNY MELLON DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE PURCHASERS OR RECIPIENTS OF THE SERVICES OR LICENSED DATA OR ANY MEMBER OF THE PUBLIC REGARDING THE ADVISABILITY OF INVESTING OR TRADING IN FINANCIAL PRODUCTS GENERALLY OR IN THESE SERVICES OR LICENSED DATA PARTICULARLY, THE ABILITY OF THE INDEXES TO TRACK MARKET PERFORMANCE OR THE SUITABILITY OR APPROPRIATENESS OF THE SERVICES OR LICENSED DATA FOR SUCH PURCHASERS, RECIPIENTS OR SUCH MEMBER OF THE PUBLIC.

THIRD PARTY BENEFICIARIES

Customer agrees that, to the extent the Services contain a Data Licensor’s Licensed Data, such Data Licensor is intended to be a third-party beneficiary of the provisions of these Data Licensor Terms that inure to its benefit, and it shall be entitled to enforce such provisions as fully as if it were a party hereto.

REMEDY

Customer agrees that violation by Customer or Customer's employees, agents or subcontractors of the foregoing provisions, or any misappropriation, misuse or disclosure of the BNY Mellon Parties' intellectual property (comprising the Services and/or Licensed Data) contrary to the provisions in these Data Licensor Terms shall cause the BNY Mellon Parties irreparable injury not compensable by money damages and for which the BNY Mellon Parties, or any one of them, shall not have an adequate remedy at law. If the BNY Mellon Parties, or any one of them, institute an action or proceeding to enforce the foregoing provisions, to compel the return of intellectual property or to prevent or curtail any prohibited use or disclosure of intellectual property as provided in this Agreement, the BNY Mellon Parties, or any one of them, shall be entitled to injunctive or other equitable relief to enforce such provisions or to prevent or curtail any such unauthorized use or disclosure, whether threatened or actual. The foregoing shall be in addition to, and without prejudice to, or limitation of any other rights the BNY Mellon Parties may have under this Agreement, at law or in equity.

CUSTOMER CONTACT INFORMATION

BNY Mellon may be obligated to provide Customer's name, address and other contact information, as well as details of the Services or Licensed Data the Customer receives to the Data Licensors for purposes of audit, fee determination, compliance with licenses or other data or service agreements or other compliance purposes.

MODIFICATIONS TO METHODOLOGIES

Data Licensors reserve the right to modify the Licensed Data and/or methods by which they compile, compute or calculate their Licensed Data without notice to BNY Mellon. To the extent Customer relies upon any Data Licensor's methodology, it shall be the Customer's responsibility to monitor the Data Licensor's practices.

**PART 2:
SPECIFIC VENDOR PROVISIONS**

The following terms are in addition to the above terms and shall apply to the indicated Data Licensor's Licensed Data received with the Services, unless Customer has a superseding agreement with the Data Licensor.

BANK OF AMERICA MERRILL LYNCH (Formally MERRIL LYNCH, PIERCE, FENNER & SMITH INC)

Merrill Lynch, Pierce, Fenner & Smith Incorporated and its affiliates ("BofAML") indices and related information, the name "Bank of America Merrill Lynch", and related trademarks, are intellectual property licensed from BofAML, and may not be copied, used, or distributed without BofAML's prior written approval. BofA Merrill Lynch index constituent reference and pricing data can only be used internally for purposes of benchmarking, performance attribution, research, analysis and risk/compliance reporting related activities performed solely in connection with the BofA Merrill Lynch indices. For avoidance of doubt, index constituent pricing data may not be used as a source for valuing a fund/portfolio unless you have entered into a direct agreement with the relevant primary pricing source that BofAML has used to compile the index which permits such use. Index constituent reference and pricing data may not be used to enhance or validate your own bond or other reference data or bond pricing product or service. The licensee's products have not been passed on as to their legality or suitability, and are not regulated, issued, endorsed, sold, or promoted by BofAML. BOFAML MAKE NO WARRANTIES AND BEAR NO LIABILITY WITH RESPECT TO THE INDICES, INDEX DATA, ANY RELATED DATA, ITS TRADEMARKS, OR THE PRODUCT(S) (INCLUDING WITHOUT LIMITATION, THEIR QUALITY, ACCURACY, SUITABILITY AND/OR COMPLETENESS).

Customer may create and distribute, transmit, license (offer to sell or sell), or display/perform, in reports and other materials that Customer prepares for its customers, information comparing the Customer's performance to an Index; along with an immaterial amount of Index Data (such as general characteristics and performance of the Index or specific segments of the BofA Merrill Lynch Index), but not to include Bloomberg Data (provided, to the extent Customer has other rights to include Bloomberg Data, Customer does not violate this restriction), provided that Customer includes materially the following language in such report or material:

Source BofA Merrill Lynch, used with permission. BOFA MERRILL LYNCH IS LICENSING THE BOFA MERRILL LYNCH INDICES AND RELATED DATA "AS IS," MAKES NO WARRANTIES REGARDING SAME, DOES NOT GUARANTEE THE SUITABILITY, QUALITY, ACCURACY, TIMELINESS, AND/OR COMPLETENESS OF THE INDICES OR ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM, ASSUMES NO LIABILITY IN CONNECTION WITH THEIR USE, AND DOES NOT SPONSOR, ENDORSE, OR RECOMMEND BNY MELLON, OR ANY OF ITS PRODUCTS OR SERVICES.

BARCLAYS CAPITAL (Now BLOOMBERG, formerly LEHMAN BROS.):

These are the current terms, but subject to change if and when Bloomberg updates the present contracts with BNY Mellon. BNY Mellon will update these Data Licensor Terms in such an event.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INDICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. UNDER NO CIRCUMSTANCES SHOULD THE DATA BE USED OR CONSIDERED AS AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY THE SECURITIES OR OTHER INSTRUMENTS MENTIONED IN IT. THE DATA HAS BEEN OBTAINED FROM VARIOUS SOURCES, AND BARCLAYS CAPITAL DOES NOT REPRESENT THAT IT IS ACCURATE OR COMPLETE AND IT SHOULD NOT BE RELIED UPON AS SUCH. OPINIONS EXPRESSED IN THE INDICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE PRODUCTS MENTIONED IN THE DATA MAY NOT BE ELIGIBLE FOR SALE IN SOME STATES OR COUNTRIES, NOR SUITABLE FOR ALL TYPES OF INVESTORS; THEIR VALUE AND THE INCOME THEY PRODUCE MAY FLUCTUATE AND/OR BE ADVERSELY AFFECTED BY EXCHANGE RATES. CUSTOMER FURTHER ACKNOWLEDGES THAT BARCLAYS CAPITAL IS NOT ACTING IN A FIDUCIARY CAPACITY WITH RESPECT TO CUSTOMER AND THAT BARCLAYS CAPITAL IS NOT ASSUMING ANY DUTIES OR OBLIGATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

CUSTOMER FURTHER ACKNOWLEDGES THAT (I) THE DATA DOES NOT CONSTITUTE A RECOMMENDATION TO BUY OR SELL SECURITIES OR FINANCIAL PRODUCTS OF ANY KIND AT ANY TIME; (II) THE PRICES FOR SECURITIES OR FINANCIAL PRODUCTS INCLUDED IN THE DATA DO NOT NECESSARILY REFLECT THE PRICES AT WHICH BARCLAYS

CAPITAL WILL MAKE A BID FOR OR OFFER TO SELL SUCH SECURITIES OR FINANCIAL PRODUCTS AND BARCLAYS CAPITAL SHALL HAVE NO OBLIGATION WHATSOEVER TO BID FOR OR OFFER TO SELL ANY SECURITIES OR FINANCIAL PRODUCTS AT ANY PRICE IN DEALINGS WITH CUSTOMER OR ANY THIRD PARTY; AND (III) BARCLAYS CAPITAL HAS NOT AND DOES NOT ASSUME ANY LIABILITY OR OBLIGATION RELATING TO THE PURCHASE OF ANY SECURITIES OR FINANCIAL PRODUCTS FROM, OR THE SALE OF ANY SECURITIES OR FINANCIAL PRODUCTS TO, CUSTOMER OR ANY THIRD PARTY BY REASON OF THIS AGREEMENT AND THE SERVICES TO BE PROVIDED HEREUNDER.

BARCLAYS CAPITAL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA OR THE INDICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO ANY OF THE INDICES, OR THE INVESTMENT RESULTS TO BE OBTAINED BY ANY FUND USING THE BARCLAYS CAPITAL INDICES AS A BENCHMARK OR FROM THE USE OF THE BARCLAYS CAPITAL INDICES OR THE DATA. THE INDICES ARE PROVIDED "AS IS" AND CUSTOMER EXPRESSLY AGREES THAT USE OF THE INDICES IS AT ITS SOLE RISK. BARCLAYS CAPITAL DOES NOT WARRANT THAT THE DATA, SERVICES, OR INDICES WILL BE UNINTERRUPTED, DELAYED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE INDICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BARCLAYS CAPITAL EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INACCURACIES OR INCONSISTENCIES IN THE DATA, INCLUDING WITHOUT LIMITATION IN THE EVENT THAT PRICES FOR SECURITIES INCLUDED IN THE DATA DO NOT REFLECT, OR ARE NOT IN CONFORMITY WITH, TRADES EXECUTED BY BARCLAYS CAPITAL AT ANY TIME.

BLOOMBERG:

For purposes of this part, the term "Client" shall include "Customer" as defined in these Data Licensor Terms.

Use by Client: The Bloomberg Data ("Data") may be used by Client for the purposes of carrying out calculations which utilize the Data and display the result (the "Resultant Data"), provided that the Data contained in the Resultant Data does not, in Bloomberg's sole judgment, remain identifiable and may not be readily extracted. Client shall use the Data and Resultant Data for its internal purposes only and shall not redistribute any Data or Resultant Data, including Resultant Data created by Client (the "**Client Obligations**"). Client agrees to use the Services solely for its internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. Clients may provide Data to regulators to the extent required for regulatory or compliance with law purposes. Client may not use or disseminate the Data in any way which could cause the information so used or disseminated, in Bloomberg's sole good faith judgment, to be a source of or substitute for the Data otherwise required to be supplied by Bloomberg or its affiliates or available from Bloomberg or its affiliates. The Data may not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement.

Obligation to Notify: BNY Mellon is obligated to promptly notify Bloomberg if BNY Mellon has reason to believe that any Client to which BNY Mellon has distributed Service Data or Resultant Data is in violation of the Client Obligations.

Access and Audit

- (a) **Monitoring:** Bloomberg shall have the right at any time to monitor, either physically or electronically, Client's use of the Data and the Resultant Data. Client shall allow Bloomberg access to any of its premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purposes of such monitoring. Upon the request of Bloomberg or an affiliate of Bloomberg, Client shall make a management employee available to assist Bloomberg or an affiliate of Bloomberg in such monitoring.
- (b) **Audit:** Upon the request of Bloomberg or an affiliate of Bloomberg, Client shall once a year and at the end of the Term provide to Bloomberg a certificate signed by Client's external or internal auditors or such other authorized person acceptable to Bloomberg confirming that Client is in compliance with the terms of this Agreement.
- (c) **Remedy:** Client agrees that if as a result of monitoring by Bloomberg or an affiliate of Bloomberg under paragraph (a) or as a result of an audit under paragraph (b), Client is shown to be using the Data or the Resultant Data in a manner not specifically authorized by this Agreement, Bloomberg shall have the right to (or instruct BNY Mellon to) terminate Client's access to Licensed Data, and to pursue any and all remedies against Client in respect of such breach.

CITIGROUP LLC (“CitiIndex,” now London Stock Exchange):

These are the current terms, but subject to change if and when London Stock Exchange updates the present contracts with BNY Mellon. BNY Mellon will update these Data Licensor Terms in such an event.

Citigroup Index Sector-Level Data Terms of Use

“Sector-Level Data” means aggregated and historical updates to general characteristics of an Index (as defined below), including total return, average duration, and other similar measures.

1. As used herein, “**Index Data**” means the aggregated and historical updates to general characteristics, including total return and average duration, of one or more of the Citigroup Fixed Income indices (each, an “**Index**”). Customer may (i) use the Index Data solely on one or more of (a) a Service provided by BNY Mellon or its affiliates or (b) of Customer’s own proprietary financial analytics systems, in each case internally in the ordinary course of Customer’s business of investing in, monitoring of or analysis of securities or other financial instruments for itself or on behalf of its clients for whom Customer provides investment management services; and (ii) disseminate a de minimis and incidental amount of Index Data (in quantity and scope) in reports to third parties in connection with the uses set forth in the preceding clause (i) (collectively, the “**Permitted Uses**”).

2. No right is granted hereunder for Customer to, and Customer shall not (nor permit any person or entity to):

(i) use or sublicense the use of the Index Data and/or any constituent Indices of an Index as components of financial instruments, contracts, or securities, whether publicly or privately issued, bought or sold, or as an underlying index of an exchange-traded fund or other listed financial instrument;

(ii) use the Index Data (in whole or in part) to create a product or service which competes with the Index Data, or to create an index (or any derivative versions thereof), whether or not competitive with the Index Data;

(iii) use the Index Data in back office accounting functions customary in the securities or securities services industries, including, but not limited to, trust accounting, fund accounting, brokerage activities, custody, and trading and settlement management and reporting, except when performing such functions on its own behalf;

(iv) duplicate, further redistribute, disseminate, disclose or provide the Index Data to any third party except as expressly permitted in connection with the Permitted Uses;

(v) upload or enter any of the Index Data in the form of a portfolio, index or sub-index into any database, or analytical, portfolio management, order management, compliance or risk management or similar system provided by a third party other than as set forth herein; or

(vi) create, store and maintain an ongoing, cumulative historical database of Index Data.

3. Customer shall identify CitiIndex as the source of the Index Data in any use of the Index Data for the Permitted Uses by displaying the following form of attribution: “© [insert current year] Citigroup Index LLC. All rights reserved.” Customer may identify the Index and use the Citigroup Name (as defined below) in reports and publications for comparison purposes with Customer’s investment products and services subject to its compliance with the following terms:

(i) Customer is permitted to use the name “Citigroup” or such other name as designated in writing by CitiIndex (the “Citigroup Name”) solely to identify CitiIndex as the source of the Index and Index Data. The Citigroup Name shall not be used as a name or mark for Customer or its products and services and shall always be presented in a manner that is less prominent than the name or mark of Customer or its products and services. The foregoing right to use the Citigroup Name is non-exclusive, non-sublicenseable and non-transferable.

(ii) Customer shall follow any guidelines provided by CitiIndex with respect to the use or presentation of the Citigroup Name and, at the request of CitiIndex, shall promptly phase out a particular use of the Citigroup Name. Except as otherwise expressly provided herein, Customer may not use the Citigroup Name or any name or mark confusingly similar thereto.

(iii) Customer acknowledges that the Citigroup Name has established extremely valuable goodwill and reputation, and is well recognized among the customers of Citigroup Inc. and its affiliates (“Citigroup”). Accordingly, Customer shall not use the Citigroup Name

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