

## **ICE DATA INDICES, LLC (“ICE DATA”) – ADDITIONAL TERMS**

(a) The Top Level Data is being provided for StatPro Customer’s internal use only and StatPro Customer is not authorized or permitted to publish, distribute or otherwise furnish Top Level Data to any third-party without prior written approval of ICE Data;

(b) Neither ICE Data, its affiliates nor any of its Third Party Suppliers shall have any liability for the accuracy or completeness of the Top Level Data furnished through the StatPro Service, or for delays, interruptions or omissions therein nor for any lost profits, direct, indirect, special or consequential damages;

(c) The Top Level Data are not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the Top Level Data is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions;

(d) StatPro Customers shall not use any Indices as a reference index for the purpose of creating financial products (including by not limited to any exchange-traded fund or other passive index-tracking fund, or any other financial instrument whose objective or return is linked in any way to any Index) without prior written approval of ICE Data;

(e) ICE Data, their affiliates or their Third Party Suppliers have exclusive proprietary rights in the Top Level Data and any information and software received in connection therewith;

(f) StatPro Customer shall not use or permit anyone to use the Top Level Data for any unlawful or unauthorized purpose;

(g) Access to the Top Level Data is subject to termination in the event that any agreement between StatPro and ICE Data terminates for any reason;

(h) ICE Data may enforce its rights against StatPro Customer as the third-party beneficiary of the StatPro Customer Agreement, even though ICE Data is not a party to the StatPro Customer Agreement.

(i) StatPro Customer Agreements, including but limited to the limitation of liability, indemnity and disclaimer provisions, shall extend to third party providers.

StatPro shall not modify any term contained in any version of the StatPro Customer Agreement that adversely affects the rights of ICE Data, including ICE Data’s proprietary rights, disclaimers or limitations of liability and use of the Top Level Data, without ICE Data’s prior written consent.

### **1. LIMITED EXTERNAL DISPLAY AND USE OF INDEX DATA**

(a) StatPro Customer (i) may display Index Information (as defined in Section 11(b)), on its websites, (ii) include the Index Information in reports and (iii) include the Index Information in general market commentary and performance trends, that StatPro Customer prepares for its customers and prospective customers ((i), (ii), and (iii) of this Section taken collectively, the “Reports”), as well as share the Index Information with StatPro Customer’s auditors and regulators upon their request.

(b) “Index Information” includes:

(i) the Index value;

(ii) the Index performance;

(iii) a general description of the Index; and

(iv) a limited amount of Index information including: non-security specific segments of the Index that it may obtain from ICE Data or derive on its own; and the Index weights for the top ten holdings (or more, if approved by ICE Data via email).

(c) StatPro Customer will include the following language, or other substantially similar language agreed to in writing by the Parties (including by email) (the “Disclaimer”) in (i) each prospectus or other offering document for any fund or other public investment product that is benchmarked to an Index, (ii) each contract for investment management services that mention the Indices or portfolio policy guidelines for any separately managed investment portfolio that is benchmarked to an Index, (iii) StatPro’s website, if any, in a reasonably conspicuous manner, and (iv) any Reports, where it is reasonably feasible to do so:

Source ICE Data Indices, LLC (“ICE DATA”), is used with permission. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY WITH RESPECT TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND YOUR USE IS AT YOUR OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DO NOT SPONSOR, ENDORSE, OR RECOMMEND [INSERT STATPRO NAME], OR ANY OF ITS PRODUCTS OR SERVICES.

StatPro will include the following attribution (“Attribution”) in all other documents, not mentioned above, that include Index Data or reference an Index:

**The index data referenced herein is the property of ICE Data Indices, LLC, its affiliates (“ICE Data”) and/or its Third Party Suppliers and has been licensed for use by [Insert StatPro name]. ICE Data and its Third Party Suppliers accept no liability in connection with its use. See [prospectus, registration statement, url, etc.] for a full copy of the Disclaimer.**