

**THE BANK OF NEW YORK MELLON
REQUIRED DATA LICENSOR TERMS
LAST UPDATED: JUNE 1, 2009**

DEFINITIONS

Data Licensor: third-party supplying Licensed Data incorporated into the Services.

Licensed Data: data supplied to The Bank of New York Mellon Corporation, its subsidiaries or its affiliates (BNYM) subject to the terms of a license, non-disclosure agreement or other form of contract.

Services: the products, services or other deliverables provided to Customer by BNYM pursuant to the agreement referencing this document, including all data and each data element contained within the products, services or other deliverables, including Licensed Data.

GENERAL

This document contains contract terms required by the Data Licensors. The first part of the document contains provisions required by more than one Data Licensor. The second part contains unique terms required by individual Data Licensors.

DATA LICENSOR REQUIRED TERMS

The Services contain Licensed Data from Data Licensors, which may or may not be attributed to the Data Licensor by name. The Licensed Data is considered by the Data Licensor to be its intellectual property and its use is subject to restrictions contained in the data licenses. Customer agrees to comply with any restrictions, conditions or limitations imposed by any Data Licensor, including obtaining any applicable written approvals from the appropriate Data Licensors, or in the absence of such required approval, accept termination of that portion of the Services attributable to any such required approval. Customer may not use the Service as a substitute for obtaining a data license from a Data Licensor.

ACCEPTANCE OF ADDITIONAL LICENSE TERMS

If additional terms must be added to this Agreement, BNYM shall add such language under the Copyright/Legal Notices link on Workbench and to the Data Source and Acknowledgements section of any hard copy report or data feed, or another website upon written notice to Customer. Customer's continued use of the Licensed Data after receipt of 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 BNYM, or instructs BNYM to terminate delivery of Licensed Data to Customer, BNYM may immediately terminate delivery to Customer of such Licensed Data and if necessary any or all Services dependent on the Licensed Data. BNYM retains the right to terminate distribution of the Licensed Data to Customer for any reason.

INTERNAL USE

The Services shall be used by employees of the Customer for internal business purposes only. Customer agrees that it will only provide access to the Services to Customer and Customer's affiliates on whose behalf the Customer can legally contract and bind. Any of Customer's employees, officers, agents, investment managers, consultants, subcontractors or others having access to the Licensed Data must be subject to an agreement or other obligation that restricts their access to and use of the Licensed Data to supporting Customer's internal use of the Services.

PROHIBITED USES

Customer agrees it shall not:

- (a) redistribute Licensed Data or data which is compiled, processed or based upon the Licensed Data;
- (b) re-market or re-distribute any output from the Service(s) containing Licensed Data – including but not limited to raw data (such as entire index databases of historical returns or security level data), or all or substantially all of the reports output by the Service(s);
- (c) modify, translate, recompile, decompile, disassemble, reverse engineer and/or make or distribute any other form of and/or any derivative work from the Licensed Data;
- (d) copy, download, store, publish, reproduce or further transmit or distribute the Licensed Data for commercial purposes in any type of format or by any means, including but not limited to the internet, intranet or other type of network; store the Licensed Data (or portions thereof) to create historical databases or for any purpose;
- (e) grant any rights in, permit, provide access to and/or otherwise distribute, whatsoever, the Licensed Data
- (f) use the Services or the Licensed Data for the purpose of creating any financial product or service 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 BNYM or the Data Licensor, or both, as applicable
- (g) use the Licensed Data in the calculation and publication of a proprietary index, for developing financial instruments, securities products or any other equivalent purpose;
- (h) use the Services or 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; and
- (i) use the Services for any unlawful or unauthorized purpose;
- (j) or permit anyone to use the Licensed Data to verify the accuracy of other data or to correct such other data.

INTELLECTUAL PROPERTY

The Customer agrees that the Services are the intellectual property of BNYM or the Data Licensors and for purposes hereof shall be deemed BNYM Parties' Intellectual Property. The BNYM Parties reserve all right, title and interest in and to the BNYM Parties' Intellectual Property, and have exclusive proprietary rights in the Services and the Licensed Data contained therein. 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 constitute 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 will not contest the ownership or validity of any rights of the Data Licensors in any classification system, index, security identifier, performance or analytic calculation, universe, data or intellectual property relating thereto.

Customer agrees to limit its use of the BNYM Parties' Intellectual Property to Customer's internal use and shall not:

- (i) transfer, loan, sell, lease, rent, assign, disclose, publish or copy any of the BNYM Parties' Intellectual Property;
- (ii) alter, modify, adapt, translate or create derivative works from any of the BNYM Parties' Intellectual Property;
- (iii) edit, revise, manipulate or present the Intellectual Property in a way that could be misleading or have an impact on its accuracy or completeness;
- (iv) use the BNYM Parties' Intellectual Property in any manner that may infringe, violate or misappropriate any applicable law or any intellectual property right that the BNYM Parties may have therein; or
- (v) take any other action with respect to the BNYM Parties' Intellectual Property that is inconsistent with the proprietary nature of the BNYM Parties' Intellectual Property.

TRADEMARKS

The Customer acknowledges that each Data Licensor 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 agrees to treat them as such. Customer has no rights to such marks except for those set forth herein. Customer recognizes the great value of the reputation and goodwill associated with each Data Licensor's marks and agrees that all goodwill associated with the Data Licensor's marks shall belong exclusively to the Data Licensors, and shall not be within the public domain, including but not limited to: any indexes, divisors, formulas and methods used to compute indexes; and any classification systems, and methods used to create any classification system.

If Customer incorporates data from or portions of the output from the Service(s) 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 or disclaimer incorporated into the Services. Customer shall reproduce all copyright, trademark, service mark or other such intellectual property notices, appearing on the original, including the identity of the Data Licensor, and all such notices, shall be in accordance with applicable law. These notices can be found on the Workbench website under the "Copyright/Legal Notices" link, or in hardcopy reports under the heading Data Source Acknowledgements and Disclaimers.

INDEMNIFICATION AND HOLD HARMLESS

The Services are made available on an "AS IS" basis. The entire risk of the results and performance of each Service is assumed by Customer. Customer assumes sole responsibility for all of its use of each Service and indemnifies and holds BNYM and its Data Licensors harmless against any liability or claim of any person that is attributable to use of that Service by Customer.

LIMITATION OF LIABILITY

BNYM¹ and any Data Licensors (BNYM Parties) shall not have any liability for any of Customer's direct or indirect uses of the Service(s), including, but not limited to, investment decisions, regulatory filings or other uses made in reliance upon any such Service(s) by Customer. For purposes of this provision "Customer" shall mean Customer, its agents, investment managers, consultants, subcontractors or others who have access to the Service(s) and to any data derived, generated or accessed therewith.

Under no circumstance shall the BNYM Parties have any liability to Customer or any other person or entity 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 BNYM or the BNYM Parties in connection with the procurement, collection, compilation, analysis interpretation, communication, publication or delivery of the Services or any data within the Services. **CUSTOMER AGREES THE BNYM PARTIES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY 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) ARISING OUT OF THE USE OR INABILITY TO USE ANY SERVICE EVEN IF ANY ONE OR MORE OF THE BNYM PARTIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Without limiting the**

¹ The terms of a number of vendor agreements require BNYM to disclaim liability on its own behalf in addition to disclaiming liability on behalf of the vendors. A few such vendors are S&P, Moody's, Citibank/Salomon Smith Barney, Dow Jones.

foregoing, in no event shall the total liability of the BNYM Parties, or any one or more of them, in the aggregate to Customer arising from this Agreement (based on any cause of action whatsoever) exceed the fees actually paid by the Customer to BNYM within the term of this Agreement.

DISCLAIMER OF WARRANTIES

ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. THE BNYM PARTIES DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF ANY SERVICE IN TERMS OF ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

THIRD PARTY BENEFICIARIES

Customer agrees that Data Licensors are intended to be third-party beneficiaries of the provisions of this Agreement entitled to enforce its provisions as fully as if parties hereto.

REMEDY

Client agrees that violation by Customer or Customer's employees, agents or subcontractors of the foregoing provisions, or any misappropriation, misuse or disclosure of the BNYM Parties Intellectual Property contrary to the provisions in this Agreement shall cause the BNYM Parties irreparable injury not compensable by money damages for which the BNYM Parties, or any one of them, shall not have an adequate remedy at law. If the BNYM 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 use or disclosure of Intellectual Property other than as provided in this Agreement, the BNYM 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, threatened or actual. The foregoing shall be in addition to and without prejudice to or limitation on any other rights the BNYM Parties may have under this Agreement, at law or in equity.

NO ASSIGNMENT

Neither party shall assign or sub-license this Agreement or any rights or obligations hereunder without the other party's prior written approval. Notwithstanding the foregoing, Customer agrees BNYM may assign this Agreement to any present or future affiliate. As used in this provision "affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with BNYM.

CUSTOMER CONTACT INFORMATION

BNYM 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 with the Data Licensors for purposes of audit, fee determination, compliance with licenses or other data or service agreements or other compliance purposes.

SPECIFIC VENDOR PROVISIONS

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

BARCLAYS CAPITAL (previously LEHMAN): 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,

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Customer agrees that Customer shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Customer further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CSB.

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Customer agrees that the foregoing terms and conditions shall survive any termination of its rights of access to the materials identified above.

FT Interactive: Customer acknowledges that the FT Interactive services are intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. Customer accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any of the FT Interactive services, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors. Unless prohibited by applicable law, rule, or regulation, Customer shall indemnify FT Interactive and its suppliers against and hold FT Interactive harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against FT Interactive or its suppliers by a third party arising out of or related to the accuracy or completeness of any FT Interactive service received by Customer, or any data, information, service, report or analysis or publication derived therefrom. Neither FT Interactive or its suppliers shall be liable for any claim or demand against Customer by a third party.

Neither FT Interactive nor Customer shall be liable for: (i) any special, indirect or consequential damages (even if advised of the possibility of such), (ii) any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies,

labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply, or (iii) any claim that arose more than one year prior to the institution of suit therefor.

FT Interactive Evaluations Services: In the event that Customer at any time receives data from FT Interactive containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: 1) Evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by FT Interactive, may consistently generate approximations that correspond to actual “traded” prices of the instrument; 2) FT Interactive’s methodologies used to provide the pricing portion of certain data may rely on evaluations; however you acknowledge that there may be errors or defections in FT Interactive’s software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and 3) you assume all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the service in your applications, regardless of efforts made by FT Interactive in this respect. You shall indemnify and hold FT Interactive completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the service or data.

FTSE: Requires Customer to purge their systems of the following data following termination of the Customer’s agreement with BNYM: FTSE UK Equity Constituent Markers; FTSE UK Indices – History Data Service; and FTSE European Indices – History Data Service.

JP Morgan: Internal use shall be limited to Customer’s use of index level data as benchmark references in Customer’s reports to its client’s boards, advisors and clients or, in the case of a governmental plan sponsor, to comply with regulatory requirements. Customer is prohibited from using the index level data for service bureau work and/or trading purposes. Upon termination of the BNYM Services, Customer shall destroy or purge its systems and files of all JP Morgan index level data.

Moody’s hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody’s have, prior to assignment of any rating, agreed to pay to MOODY’S for the appraisal and rating services rendered by it fees ranging from \$1,500 to \$1,800,000. Customer expressly agrees, on behalf of itself and each other person or entity that it permits to use any Information (“User”), that (a) the credit ratings and other opinions contained in such Information are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities, (b) each rating or other opinion will be weighed solely as one factor in any investment decision made by or on behalf of Customer or any User, and (c) it will accordingly make its own study and evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling.

Morningstar: Past performance is no guarantee of future results.

Salomon Smith Barney Index Data (now owned by S&P) may not be used for broker, dealer or underwriting activity. Customer may not use the SSB index data and/or any of its constituent indexes as components or benchmarks of financial instruments, contracts, or securities, whether publicly or privately issued, bought or sold.

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