

**THE BANK OF NEW YORK MELLON
REQUIRED DATA LICENSOR TERMS
LAST UPDATED: November 16, 2012**

GENERAL

This document contains contract terms required by the Data Licensors. Part 1 of the document contains provisions required by more than one Data Licensor. Part 2 contains unique terms required by individual Data Licensors.

DEFINITIONS

- **BNY Mellon:** The Bank of New York Mellon legal entity which executed the Services Agreement.
- **Customer Security Reference Data:** Licensed Data excluding Proprietary Data that describes the securities Customer owns, for example but not limited to, prices, number of shares, market value, shares outstanding, gain/loss, factors, interest rates, etc.
- **Data Licensor:** A third-party supplying Licensed Data incorporated into the Services, including the 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 The Bank of New York Mellon Corporation, its subsidiaries or its affiliates ("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 provide Licensed Data to its Customers. Licensed Data includes both Proprietary and Customer Security Reference Data.
- **Proprietary Data:** Licensed Data identified to a particular third party data licensor, service provider or investment manager through the use of the third party'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). Proprietary Data is a subset of Licensed Data.
- **Services:** The product or service deliverables provided by BNY Mellon to its customer ("Customer") pursuant to an agreement referencing this document to the extent that such deliverables are produced with Licensed Data.
- **Services Agreement:** The written agreement between BNY Mellon and Customer which incorporates these terms by reference.

PART 1: GENERAL PROVISIONS

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 and set forth in these Required Data Licensor Terms. Customer agrees to obtain any additional licensing or approval requirements imposed by the Data Licensors now or in the future or in the absence of such required approval, accept termination of the Licensed Data, portion of the Services or Service dependent upon such Data Licensor's Licensed Data. For the avoidance of doubt, Customer may not use the Service as a substitute for obtaining a data license when required by the Data Licensor. BNY Mellon will notify Customer if the licensing or approval requirement changes for data received by Customer in the Services.

ACCEPTANCE OF ADDITIONAL LICENSE TERMS

If BNY Mellon is required by Data Licensors to add additional terms to or modify the terms of this Agreement, it will be updated with 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. Customer's continued use of the Licensed Data 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 delivery of Licensed Data to Customer, BNY Mellon may immediately terminate delivery to Customer of such Licensed Data and if necessary any or all Services dependent on the Licensed Data. BNY Mellon retains the right to terminate distribution of the Licensed Data to Customer for any reason.

INTERNAL USE

The Licensed Data shall be used by Customer for internal business purposes only. In providing access to the Services to its affiliates, Customer agrees that it will only provide access to the Services to Customer's affiliates on whose behalf the Customer can legally contract and bind. Any of Customer's employees, officers, agents or others having access to the Licensed Data on behalf of Customer 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.

- Internal use of Customer Security Reference Data includes the typical uses of a Customer's holdings data such as providing the data to third parties (including auditors, consultants, regulators, investment advisors), analyzing the data, using the data in calculations or to create derived data regarding Customer's holdings for Customer's use and to comply with Customer reporting obligations.
- Internal use of Proprietary Data is limited to Customer's internal use of the data with the BNY Mellon Services, and except as prohibited by the specific Data Licensor terms contained in Part 2 of these Required Data Licensor Terms, includes sharing the Service generated reports with consultants, advisors, plan boards, plan members, regulators and auditors who are subject to confidentiality obligations or otherwise restricted to using the information for the benefit of Customer.

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 or Proprietary Data and/or any analysis or presentation included therein, by whatever means to any other person or entity which is not a part of Customer's internal use, for example but not limited to posting Proprietary Data on Customer's public website or 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 Proprietary 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, Proprietary Data or any part thereof except as necessary for Customer's internal use;
- (d) edit, revise, manipulate or present the Proprietary Data in a way that could be misleading or have an impact on its accuracy or completeness;
- (e) use the Services or the Proprietary 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 Proprietary 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 Proprietary 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 for developing financial instruments, securities products, contracts or any other equivalent purpose;
- (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; or
- (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 ("BNY Mellon Parties") and for purposes hereof shall be deemed the BNY Mellon Parties' 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 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's 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 Data Licensors or BNY Mellon may have therein or that violates any applicable law. Customer will not contest the ownership or validity of any rights of the Data Licensors or BNY Mellon 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 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 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, appearing on the original, including the identity of the Data Licensor, and all such notices, shall be in accordance with applicable local law. These notices can be found on the Workbench website under the "Copyright/Legal Notices" link or other designated areas on such website and in certain hardcopy reports.

INDEMNIFICATION AND HOLD HARMLESS

The Services and the Licensed Data are made available on an "AS IS" basis. Customer assumes sole responsibility and risk for all of its use of each Service and the Licensed Data and indemnifies and holds harmless BNY Mellon and its Data Licensors their affiliates and their affiliates' respective directors, officers, employees and agents, and 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 that Service or Licensed Data. To the extent a Services Agreement conflicts with this provision it shall be binding only upon and between BNY Mellon and the Customer.

LIMITATION OF LIABILITY

BNY Mellon¹ and any Data Licensors (BNY Mellon Parties) shall not have any liability for any of Customer's direct or indirect uses of the Service(s) and Licensed Data, 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, plan boards, plan members or others who have access to the Service(s) or Licensed Data and to any data derived, generated or accessed therewith.

The BNY Mellon Parties shall not be liable 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 BNY Mellon or 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 (INCLUDING DECISIONS MADE OR ACTIONS TAKEN), INABILITY TO USE, INACCURACY, INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN ANY SERVICE OR 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 ARE EXPRESSLY EXCLUDED. THE BNY MELLON PARTIES DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS OR PROMISES REGARDING THE USE OF ANY SERVICE OR LICENSED DATA IN TERMS OF RESULTS TO BE OBTAINED, ACCURACY, COMPLETENESS, QUALITY, ORIGINALITY, RELIABILITY, TIMELINESS, SEQUENCE, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

¹ The terms of a number of vendor agreements require BNY Mellon to disclaim liability on its own behalf in addition to disclaiming liability on behalf of the vendors.

THIRD PARTY BENEFICIARIES

Customer agrees that Data Licensors are intended to be third-party beneficiaries of the provisions of these Required Data Licensor Terms and shall be 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 BNY Mellon Parties Intellectual Property contrary to the provisions in these Required Data Licensor Terms shall cause the BNY Mellon Parties irreparable injury not compensable by money damages 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 use or disclosure of Intellectual Property other than 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, threatened or actual. The foregoing shall be in addition to and without prejudice to or limitation on any other rights the BNY Mellon Parties may have under this Agreement, at law or in equity.

NO ASSIGNMENT

Neither party shall assign or sub-license the Services Agreement or any rights or obligations hereunder without the other party's prior written approval. Notwithstanding the foregoing, Customer agrees BNY Mellon may assign the Services 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 BNY Mellon. BNY Mellon's approval may be contingent upon or subject to the assignee having the requisite data licenses needed to receive the Services.

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 method by which they compile, compute or calculate the 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 Data Licensor 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.

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, 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.

BEAR STEARNS PRICING DIRECT:

PricingDirect is not undertaking to render investment advice, manage money or act as a fiduciary with respect to Customer's account(s) or any of its managed or fiduciary accounts, and the Data and PricingDirect's services in connection therewith do not and shall not serve as a primary basis for any investment decisions made with respect to any such accounts.

Customer further acknowledges and agrees that the pricing estimates, Data, and services provided by PricingDirect:

- (a) do not constitute a bid by PricingDirect, its Affiliates, or any other Person for any security, loan, or derivatives transaction;
- (b) represent PricingDirect's good-faith estimate, at the time calculated, of the aggregate value of the projected cash flows to be generated by the security, loan, or derivative transaction, as the case may be;
- (c) do not take into account the size of the position, market volatility, risk of counterparty default, and/or illiquidity;
- (d) may differ significantly from prices at which securities, loans, or derivatives transactions could be or could have been purchased or sold in any market or to or from any person or the prices at which Bear, Stearns & Co. Inc. or any other person would be willing to enter into, terminate, unwind, or assign the relevant loans or derivatives transactions;
- (e) have not been confirmed by actual trades and may not take into account market conditions, liquidity, the size of a position, and/or bid and offer levels (the spread between which may be significant);
- (f) may vary from the value Bear Stearns & Co. Inc. or another source assigns such security, loan, or derivatives transaction while in its inventory or in Customer's account;
- (g) are to be used solely for evaluative purposes and not without further analysis for trading or official evaluation of open end mutual fund NAVs; and
- (h) are generated by a different, more automated and less involved process than that used by Bear, Stearns & Co. Inc. sales, trading and credit desks.

Furthermore, Customer acknowledges that a market for the securities, loans, and derivatives transactions may not exist, and that a distressed or forced sale of a security or termination of a loan or derivatives transaction could result in proceeds that are far less than the pricing estimates offered. In addition, Customer assumes sole responsibility for reviewing and determining the suitability and accuracy of PricingDirect's then-current published pricing methodology for PricingDirect's Data for its purposes and the conformity of such methodology and Data to the requirements of any Applicable Laws applicable to Customer or any person for which Customer provides investment advice, investment management or any other service. With respect to HTV Security Evaluations, Customer further acknowledges and agrees that: (i) fixed income securities are complicated financial instruments, (ii) there are many methodologies available to generate approximations of the market value of fixed income securities; (iii) there is significant professional disagreement about which methodology is best, (iv) no evaluation method may consistently generate approximations that correspond to actual "traded" prices of the securities, (v) there may be errors or defects in PricingDirect's data suppliers' software, databases, or methodologies that

cause resultant HTV Security Evaluations to be inappropriate for use in certain Customer applications, (vi) it assumes all responsibility for edit checking, and external verification of HTV Security Evaluations, and ultimately for the appropriateness of use of HTV Security Evaluations provided to Customer.

BLOOMBERG:

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 Service Data and Resultant Data for its internal purposes only and shall not redistribute any Service Data or Resultant Data, including Resultant Data created by Client (the “Customer 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 Service 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 Customer 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 terminate this Agreement and to pursue any and all remedies in respect of such breach.

CITIGROUP LLC (“CitiIndex”):

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 hereunder in a manner that can be reasonably expected to tarnish or reflect negatively upon Citigroup or the Citigroup Name. Customer acknowledges that Citigroup is the owner of the Citigroup Name, and except for the express permission granted herein, it receives no proprietary rights whatsoever in or to such name or mark. Customer shall not, directly or indirectly, assert any ownership rights in the Citigroup Name, apply for the registration or renewal of registration of the Citigroup Name or any confusingly similar name or mark, or use the Citigroup Name in any jurisdiction after such time that it knows or has reason to know that such use infringes, dilutes or is alleged to infringe or dilute the rights of a third party. Except as expressly provided herein, no right is granted by CitiIndex to Customer, by implication or otherwise, with respect to the Citigroup Name or use thereof or any other name or mark of Citigroup. Citigroup shall have the exclusive right, but not the obligation, to bring an action against third parties to prevent or terminate any actual or threatened infringement, dilution, misappropriation, or unfair competition involving the Citigroup Name, to oppose or cancel applications or registrations of any name or mark that creates a likelihood of confusion with or dilutes the Citigroup Name, and to defend the Citigroup Name. The Citigroup Name is provided hereunder “As Is” and without any representations or warranties. Upon expiration or termination of Customer’s agreement with BNY Mellon under which it receives Index Data, Customer shall cease use of the Citigroup Name.

4. **Proprietary Rights.** Customer acknowledges that the Indexes and Index Data are (a) selected, compiled, coordinated, arranged and prepared by CitiIndex through the application of methods and standards of judgment used and developed through the expenditure of considerable work, time and money by CitiIndex and (b) are valuable assets of CitiIndex, and Customer shall take reasonable measures to prevent their unauthorized use. Customer acknowledges and agrees that CitiIndex retains and shall have exclusive rights, title and interest in and to the Index Data (and all complete or partial copies thereof in any medium), including any copyrights, patents, trademarks, service marks, trade names, database rights (whether registered or unregistered, and any applications for the foregoing), any trade secrets, know how, methodologies or information incorporated therein, and all other intellectual property rights and equivalent or similar rights thereto which may subsist anywhere in the world. Except as provided herein, no right or license of any kind is granted to Customer with respect to the Index Data or any of the rights set forth in the immediately preceding sentence. Customer shall not take any action with respect to the Index Data or such rights inconsistent with the foregoing acknowledgment.

5. Although CitiIndex believes the Index Data to be reliable, CitiIndex does not guarantee either the results to be achieved by Customer’s use of the Index Data or the accuracy, completeness, reliability, or timeliness of availability of the Index Data or any information or materials produced through the use of the Index Data. The Index Data and any other information provided in connection therewith may be

incomplete or condensed, will be for information purposes only and will not be intended as, or construed to be, an offer or solicitation with respect to the purchase or sale of any security. Customer acknowledges that the Index Data is intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. All Index Data (including any opinions and estimates) will constitute judgments as of their date and are subject to change without notice. CitiIndex furnishes all such data, information, opinions and estimates as part of a general service and without regard to Customer's particular circumstances and shall not be liable for any damages arising out of any inaccuracy in any of the Index Data. CitiIndex is not undertaking to manage money or act as a fiduciary with respect to Customer's account or any of Customer's managed or fiduciary accounts and Customer acknowledges and agrees that the Index Data and CitiIndex's services in connection therewith do not and shall not serve as the primary basis for any investment decisions made with respect to such accounts. Any decision to use the Index Data or any such data, information, opinions or estimates in whole or in part, to adopt or continue any strategy based in whole or in part on such use or to engage in or refrain from any action pursuant thereto is the sole responsibility of Customer and CitiIndex shall have no liability in connection therewith.

6. Disclaimer of Warranties. THE INDEX DATA IS PROVIDED OR MADE AVAILABLE TO CUSTOMER ON AN "AS IS" BASIS, AND NO WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY CITIINDEX, ITS AFFILIATES OR ANY THIRD-PARTY SUPPLIERS OF DATA INCLUDED IN INDEX DATA (EACH, A "DATA VENDOR") REGARDING THE INDEX DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF) AND CITIINDEX AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY WARRANTY REGARDING THE ORIGINALITY, ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE INDEX DATA, OR ANY OTHER MATTER. CITIINDEX, ITS AFFILIATES AND DATA VENDORS DO NOT WARRANT THAT THE INDEX DATA WILL CONFORM TO ANY DESCRIPTION THEREOF OR BE FREE OF ERRORS, INACCURACIES, DELAYS OR OMISSIONS. CUSTOMER AGREES TO ASSUME THE ENTIRE RISK OF ANY USE OF THE INDEX DATA WHICH CUSTOMER MAY MAKE.

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"**Issue-Level Data**" means the price, including any Valuations (as defined below), security identifier, and other indicative and calculated data and related information (including any data and information supplied by a third party, if applicable) for each constituent security or instrument in an Index (as defined below).

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