



BY USING FI360 PRODUCTS YOU AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT

TERMS OF SERVICE

Fi360 Technology Products

These Terms of Service ("Terms of Service") constitute a legal agreement between you ("Client"), whether as an individual person accepting these Terms of Service (i) for yourself or (ii) on behalf of a corporation, limited liability company, partnership or other entity ("Entity") and fi360, Inc. ("Fi360"), a Delaware corporation. Fi360, Inc. by itself or through its affiliates (collectively "Fi360") agrees to perform the services described in each individual subscription, purchase order, estimate, schedule or similar document (each an "Order") that incorporates by reference these Terms of Service for the Client that signed such Order. If you are accepting these Terms of Service or use the Services on behalf of, or in connection with your employment by, an Entity, you represent and warrant that you have the authority to take such actions and to bind the Entity to these Terms of Service, and these Terms of Service will be binding on that Entity unless the Entity has an agreement in place with Fi360 that incorporates these Terms of Service or otherwise applies to your use of the Services (an "Entity Agreement"), in which case the Entity Agreement will prevail. Fi360 and Client agree as follows:

1. SERVICES. During the term of these Terms of Service, Client may access those products and services that are the intellectual or proprietary property of Fi360 (collectively with any and all components, documentation, information, reports, data and materials therein (or generated, obtained, made available through or downloaded therefrom), and updates, upgrades, customizations, derivatives, improvements, modifications and enhancements thereto, the "Services") that are mutually agreed upon and subject to these Terms of Service. Except as otherwise expressly set forth herein Fi360 hereby grants Client a limited, non-exclusive, non-transferable, non-assignable (except as otherwise permitted under Section 9.6 of these Terms of Service) right during the term of these Terms of Service for the number and types of users set forth in the Order (collectively, the "Users") to access and use the Services selected in the Order (and license to use certain information, data, reports and content therein) in the United States for business purposes only. Client may only exercise the rights granted in this Section 1 through its designated Users. Fi360 reserves the right to place limits on, and to monitor, Client's usage of the Services. Any use by User in excess of the limits set forth in Client's subscription tier may result in the imposition of additional fees and/or a requirement that the Client upgrades to a higher subscription tier or an Entity Agreement.

2. TERM AND TERMINATION.

2.1. Term; Termination; and Invoicing. Except as may be set forth in an Entity Agreement, Client acknowledges that these Terms of Service will take effect at the time the Client accepts these Terms of Service (the "Effective Date") and will continue until the Services are cancelled by Client or terminated by Fi360 as set forth herein. By agreeing to these Terms of Service, to the extent Client is an individual customer that has made individual payment arrangements with Fi360 directly, Client hereby consents to automatic payment from Client's method of payment (i.e., credit card) at the recurring intervals (i.e., monthly or annually) specified by Client at the time of Client's initial payment. Fi360 reserves the right to require Client to pay on a recurring monthly or annual basis in advance. Except as otherwise set forth in an Entity Agreement, Client's subscription will automatically renew for successive monthly or annual terms depending on the recurring interval specified by Client and Client may cancel Client's subscription effective at the end of the then-current subscription term on at least five days' advance written notice before the end of the then-current term (if the subscription is monthly) or at least thirty days' advance written notice before the end of the then-current term (if the subscription is

annual). Except as otherwise provided in the previous sentence or in an Entity Agreement, Client will not have the right to cancel Client's subscription for convenience. Except to the extent required under applicable law, Client also acknowledges that Fi360 will not refund any prepaid subscription fees to Client. If Client cancels Client's subscription but reinstates the subscription at a later date, Fi360 reserves the right to charge a reinstatement fee. Client may contact Fi360 by phone at 1-844-394-9960, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time, by e-mail at fi360support@broadridge.com, or by mail at Fi360 inc., Two Chatham Center, 112 Washington Place, 2nd floor, Pittsburgh, PA 15219, if Client wants to cancel Client's subscription hereunder. Fi360 reserves the right at any time and for any reason in its sole discretion to deny the Client access to the Services or any portion thereof and to terminate these Terms of Service without notice.

- 2.2. Except as otherwise set forth in an Entity Agreement, Fi360 reserves the right to delete and purge Client's account and other data if any of the following occurs: (i) Fi360 receives notice from the Entity with whom Client was associated with or employed by that the Client is no longer associated with that Entity and should no longer have access to the account data; (ii) Client's account is not active for a period of one month or more; (iii) Client breaches any terms of these Terms of Service; or (iv) Client cancels his or her subscription. Client's sole recourse for the occurrence of (i) or (ii) above shall be directly with the Entity with which Client is or was associated.
- 2.3. Notwithstanding anything to the contrary in these Terms of Service, Fi360 shall have the right to terminate or suspend Client's use of the Services, in whole or in part, immediately without notice and without penalty to Fi360 if: (a) Fi360 determines it is necessary to protect the security or operability of the Services; (b) Fi360 believes that Client is misappropriating or infringing Fi360's or a Third Party Provider's (as defined herein) intellectual property rights; (c) Client revokes permission for a Third Party Provider to provide Client Data to Fi360; (d) a Third Party Provider refuses, ceases to or is unable to provide Client Data to Fi360 or such Third Party Provider and Fi360 are unable to reach agreement on the provision of Client Data to Fi360; or (e) Fi360's relationship with a Third Party Provider expires, is terminated or is materially altered, and Fi360, after using commercially reasonable efforts, is unable to find a suitable replacement.
- 2.4. The termination or expiration of these Terms of Service shall not: (a) affect any accrued rights or liabilities of either party; or (b) affect the coming into force or the continuance in force of any provision of the Order or these Terms of Service that is expressly or by implication intended to come into or continue in force on or after such termination, including, but not limited to, Section 3 (Ownership; Restrictions), Section 5 (Confidentiality; Data Security), Section 8 (Limitations of Liability), and Section 9 (Miscellaneous), each of which shall survive the termination or expiration of these Terms of Service.

3. OWNERSHIP; RESTRICTIONS.

- 3.1. Fi360 or its Third Party Providers own and retain all right, title and interest, including all patent, copyright, trademark, trade secret and all other intellectual property rights, in and to the Services.
- 3.2. Except as otherwise expressly provided in an Order, Client shall not, and shall ensure that its affiliates, Users or any third party does not, translate, reverse engineer, decompile, disassemble, distribute, attempt to discover the source code of, access, use, modify, sublicense, sell, resell, transfer, reproduce, publish, encumber, lease, rent, disclose, mirror, frame, export, broadcast, transmit, publicly display, copy or create derivative works of the Services. Client shall not allow any third party to have access to or use of the Services (except as otherwise expressly provided in an Order with regard to the distribution of reports for certain selected Services and types of recipients (each, a "Recipient")) without Fi360's prior written consent. Client shall notify Fi360 of any improper use of the Services, including the use or distribution of reports in violation of these Terms of Service.
- 3.3. Client shall not use the Services on a timesharing or service bureau basis (except as otherwise expressly set forth in an Order) or in a manner that competes, directly or indirectly, with Fi360. In addition, Client shall not, and shall ensure that its Users do not: (a) use the Services as a part of a general mailing or other mass communication, including advertisements; (b) use the Services as part of a website, newsletter or other publication hosted and/or published by the User, the Client, or a third party, except to showcase a demonstration report highlighting the Services' capabilities to a current or prospective client (which demonstration report cannot be used to specifically promote or market the investments of Client); (c) modify, copy, or extract information from the Services for use in external materials, including sales and marketing materials,

- reports, charts, tables, graphs, spreadsheets, and similar documents and materials, produced by the Users, Client, or a third party; (d) use or distribute the components of the Services (including any data) as a standalone product or service; and/or (e) permit or otherwise allow use of the Services by a salesperson or employee of a service provider firm, such as a recordkeeper, asset management firm or mutual fund company to print, produce, or prepare reports and deliver them to investment advisors or other investment professionals.
- 3.4. Client shall not remove any copyright, trademark or other proprietary notices or legends or any disclaimers that appear on or are included or embedded in the Services, and shall reproduce such notices, legends and disclaimers in any reports or materials that Client is expressly permitted to distribute under an Order in the form and manner in which such notices, legends and disclaimers appear. Fi360 reserves the right to view, monitor and record activity regarding Client's and its Users' use of the Services. No licenses or rights to the Services are granted to Client, except as otherwise specifically set forth in an Order or in these Terms of Service. Fi360 reserves all rights that are not specifically granted to Client pursuant to an Order or these Terms of Service. Fi360 shall own all feedback that Client or any Users or third parties provide with regard to the Services.
- 3.5. Client shall be fully responsible and liable for any use of the Services and breach of an Order or these Terms of Service by its Users and for the acts and omissions of any Recipients.
- 3.6. Fi360 will provide Client with user login credentials for each designated User. Client shall ensure that each login credential is only used by a single individual. Client will use any authentication feature only in accordance with the reasonable instructions established by Fi360 from time to time and communicated in writing to Client. With respect to access to any Services where Client controls authentication, including but not limited to a log-in identification and password, federated single sign-on capabilities (SAML), API access and certificate-based authentication protocols, Client shall keep, and shall ensure that its Users keep, all login information and passwords strictly confidential and Client shall be solely responsible for the provisioning and de-provisioning (except for those Services where Fi360 is explicitly responsible for provisioning and de-provisioning), distribution, selection, use and safeguarding of all identifying credentials in its control, and for the verification of the identity of each user or machine and its level of authorization to access any Service. Users are strictly prohibited from sharing login credentials. Client shall be solely responsible and liable for the security of Client's User logins and passwords and all transactions made using Client's User login credentials. If Client or any User is aware of any actual, threatened or suspected use of a login credential by anyone other than the User who was assigned such credential, then Client shall notify Fi360 immediately (but no more than 24 hours after) the occurrence of a security incident that compromises any identifying credentials (whether controlled by Client or provided by Fi360), regardless of whether Client can determine whether any credential has been used without authorization. Client will notify Fi360 within twenty-four hours of the termination of any User so that Fi360 may remove/disable the User's access to the Services. Client shall be responsible and shall hold Fi360 harmless for any unauthorized access to or use of any Service in violation of this Section.
- 3.7. As between Fi360 and Client, and subject to any rights of Fi360 in and to the Services and the Aggregated Anonymous Data (as defined herein) and/or any rights of any Third Party Provider, Client owns and retains all right, title and interest in and to Client's data that is provided by or on behalf of Client to Fi360 under these Terms of Service (the "Client Data"). Fi360 shall have the right to use the Client Data to provide the Services to Client and as otherwise permitted hereunder.
- 3.8. Fi360 shall have the right to collect and aggregate data pertaining to and resulting from Client's use of the Services that does not identify Client as the source of such data ("Aggregated Anonymous Data"). Fi360 owns all right, title and interest (including all intellectual property rights) in and to the Aggregated Anonymous Data. For the avoidance of doubt, Fi360 may use, sell, license, access, disclose, modify and create derivative works of the Aggregated Anonymous Data in perpetuity for any purpose, including to generate industry benchmarks and to develop and improve Fi360's products and services.
- 3.9. Fi360 reserves the right to, no more than once per calendar quarter, inspect and audit the relevant books and records of Client or its agents, upon reasonable notice during normal business hours in order to verify Client's compliance with the terms of an Order or these Terms of Service, which inspections and audits will be at Fi360's expense, unless an audit shows an underpayment by Client of 5% or more, in which case Client shall be responsible for the costs of the inspection or audit. This provision shall survive the expiration or termination of an Order and these Terms of Service for 120 days following the effective date of such expiration or termination.

4. DATA SOURCES. Client acknowledges that a portion of the data and other information accessible through the Services may be licensed or derived from third parties ("Third Party Providers"). Client acknowledges that Fi360 is not waiving or purporting to waive any rights that the Third Party Providers may have to pursue any and all claims against Client or its customers in connection with the unauthorized use of the Third Party Provider's information and data. Third Party Providers assume no responsibility or liability under an Order or these Terms of Service, but are third party beneficiaries of, and have the right to enforce, the terms of these Terms of Service or any Order that pertains to their data. In addition to the restrictions set forth in Section 3 of these Terms of Service, which apply to any Third Party Provider data that is made available to Client through the Services, Client shall, and shall ensure that its designated Users and Recipients, strictly comply with all terms and conditions for specific Third Party Providers that are set forth in Exhibit A attached to these Terms of Service, in an Order or are otherwise communicated to Client in writing (which may be via a posting on Fi360's website or within the Services) from time-to-time or that are set forth in a report template.

5. CONFIDENTIALITY; DATA SECURITY.

- 5.1. Confidential Information. "Confidential Information" means any and all information, whether oral or written or via computer disk or electronic media, to which a party is given access or which is made available by one party (the "Disclosing Party") to the other (the "Receiving Party"), whether directly or through a third party at the Disclosing Party's request, that is identified in writing as "confidential" or "proprietary" or would otherwise reasonably be deemed to be confidential or proprietary based on the nature of the contents of the information and/or circumstances of disclosure, including these Terms of Service, all technology, know-how, due diligence responses, processes, passwords, log-in credentials, software, pricing, interfaces, data, databases, trade secrets, documentation, contracts, proprietary information, all historical and financial information, business strategies, operating data, organizational records and cost structures, product and business requirements, product, product features, and information about or from a party's vendors or employees or customers, received in connection with the Services or an Order.
- 5.2. Restrictions on Use. Except as expressly provided in Section 5.4 of these Terms of Service or with the Disclosing Party's prior written consent, the Receiving Party shall: (a) hold all Confidential Information of the Disclosing Party in confidence and shall use the same standard of care that it uses to protect its own confidential information of similar importance, but in any event no less than reasonable care; (b) not disclose, make available, transfer to, or allow the Disclosing Party's Confidential Information to be accessed by, any third party (other than Representatives to the extent permitted under these Terms of Service); (c) use the Confidential Information of the Disclosing Party only for the performance of the Receiving Party's obligations and responsibilities or provision or receipt of Services (as applicable) under an Order or these Terms of Service; (d) restrict disclosure of the Disclosing Party's Confidential Information only to its employees and Representatives who have a need to know such Confidential Information in order to carry out their responsibilities and duties under an Order or these Terms of Service in accordance with Section 5.3; and (e) protect the Disclosing Party's Confidential Information as required by applicable federal, state and local laws, rules, regulations and orders.
- 5.3. Representatives. Subject to the restrictions set forth in an Order or these Terms of Service, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's employees, officers, directors, agents, affiliates, consultants, service providers, and outside auditors and attorneys (collectively, "Representatives") who have a need to know such Confidential Information of the Disclosing Party in order for the Receiving Party to perform its obligations under these Terms of Service, provided that the Representatives have entered into agreements with the Receiving Party with confidentiality obligations consistent with those set forth in these Terms of Service or have a duty of confidentiality to the Receiving Party. The Receiving Party will be liable for any breach of these Terms of Service by its Representatives. If Client requests that Fi360 issue its response to a vendor due diligence request to a third party, or via an online form hosted by a third party or a third-party platform, such third party is expressly a "Representative" of Client.
- 5.4. Exceptions. Confidential Information will not include any information to the extent it: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party without any obligation to keep it confidential; (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (d) was received without restriction from any third

party who the Receiving Party reasonably believes is not in violation of any duty of non-disclosure on the part of such person or entity; or (e) is released from confidential treatment by written consent of the Disclosing Party.

- 5.5. Legal Disclosures. A Receiving Party may disclose Confidential Information pursuant to a requirement or request of a governmental agency of competent jurisdiction or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that to the extent legally permissible, the Receiving Party shall: (a) first notify the Disclosing Party of such request or requirement or use in defense of a claim, unless such notice is prohibited by statute, rule or court order; (b) attempt to obtain the Disclosing Party's consent to such disclosure; and (c) in the event that consent is not given, agree that, at the Disclosing Party's sole expense, Disclosing Party may seek a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Failing the entry of a protective order or other appropriate remedy, or receipt of a waiver hereunder from the Disclosing Party, if the Receiving Party remains subject to an order to disclose the Confidential Information, the Receiving Party shall disclose only that portion of the Disclosing Party's Confidential Information that it is advised, in the opinion of its legal counsel, is legally required to be furnished, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to such Confidential Information when it is so disclosed. Nothing in these Terms of Service shall require a party to fail to honor a subpoena, court or administrative order or any similar binding requirement on a timely basis.
- 5.6. Effect of Termination. Upon the expiration or termination of an Order or these Terms of Service, the Receiving Party shall, upon the written direction of the Disclosing Party, delete and/or destroy and direct its Representatives, if any, to delete and/or destroy, any and all Confidential Information of the Disclosing Party, including all copies thereof; provided, however, that the Receiving Party and its Representatives may retain copies of the Disclosing Party's Confidential Information (including all copies of any computer records or files containing Confidential Information which have been created pursuant to any automatic archiving or back-up procedures which cannot be reasonably deleted) in accordance with its internal record retention policies and procedures for legal, compliance and regulatory purposes. All Confidential Information that is retained pursuant to this Section 5.6 will remain subject to the obligations of confidentiality set forth in this Section 5.
- 5.7. Scope of Confidential Information. If the parties enter into discussions regarding new potential business that is not already within the scope of an Order or these Terms of Service, and no effective nondisclosure agreement exists between the parties that would cover information exchanged in connection with such discussions, then the parties agree that such information exchanged is "Confidential Information" as such term is used in these Terms of Service and the information exchange will be governed by the confidentiality terms of these Terms of Service.
- 5.8. Personally Identifiable Information. To the extent Fi360 processes Personal Information as a service provider to Client, Fi360 will comply with the Applicable Privacy Law Annex, a current version of which can be found at https://www.broadridge.com/_assets/pdf/broadridge-2019-privacy_applicable_privacy_law_annex.pdf. "Personal Information" means information that can be used to identify or is related to an identified natural person, including name, address, contact information, age, gender, income, marital status, finances, health, employment, social security number and trading or voting activity or history, but shall not include publicly available information. Personal Information provided by or on behalf of Client to Fi360 shall also be deemed Confidential Information hereunder. Client acknowledges that Fi360 does not require information that if lost, compromised or disclosed could result in substantial harm, embarrassment, inconvenience or unfairness to an individual (collectively, "Sensitive PII") in order to provide the Services to Client, and Client shall not, directly or indirectly, provide or cause Fi360 to be provided with any Sensitive PII.
- 5.9. With respect to any Personal Information provided by Client to Fi360, and for so long as such Personal Information is in the possession of or under the control of Fi360, Fi360 agrees to undertake and maintain security procedures, including administrative, technical and physical safeguards, which are reasonably designed to: (a) ensure the security and confidentiality of Personal Information; (b) protect against any anticipated threats or hazards to the security or integrity of Personal Information; and (c) protect against unauthorized access to or use of Personal Information, including in connection with its disposal. Fi360 shall not use Personal Information except in connection with providing the Services under an Order or these Terms of Service.
- 5.10. Security. Fi360 will take reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Fi360's systems or the information found therein

without consent. Fi360 will periodically test its systems for potential areas where security could be breached. Fi360 will use diligent efforts to remedy any known breach of security or unauthorized access in a timely manner. In addition to the general standards set forth above, Fi360 will maintain a level of physical security controls over its facility consistent with applicable industry practices.

- 5.11. Security Questionnaires. To the extent available for a particular Service, Fi360 shall provide to Client, no more than once annually, a completed BITS Standardized Information Gathering ("SIG") questionnaire, or equivalent upon Client's written request (which may be made via email). Only in the event that a SIG is not available for a particular Service and, if in lieu thereof, Client issues a vendor risk assessment questionnaire to Fi360, Fi360 will use commercially reasonable efforts to respond to such questionnaire within 60 days of receipt. In the event that a SIG is provided to Client, but Client has reasonable questions or clarifications, Fi360 will use commercially reasonable efforts to reply promptly upon receipt of such follow-up questions or clarifications. If requested by Client, Fi360 will submit questionnaire responses to Client's third party portal provider only if: (a) Fi360 and such third party have an existing direct contractual relationship, (b) such third party enters into a new direct contractual relationship with Fi360 (which may require facilitation by Client); or (c) in the absence of such direct contractual relationship, Client agrees in writing to be fully liable for such third party.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1. Power and Authorization. Fi360 hereby represents, warrants and covenants to Client that: (a) it is duly organized, validly existing and in good standing under the laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by law; (b) it has power and authority to transact the business it transacts and proposes to transact and to execute and deliver and Order and these Terms of Service and to perform the obligations under an Order and these Terms of Service, and (c) to its knowledge, its entering into and Order and these Terms of Service does not violate or constitute a breach of any agreement to which it is a party or otherwise bound.
- 6.2. Compliance with Law. Fi360 represents and warrants to Client that in performing its obligations and exercising its rights under an Order and these Terms of Service, Fi360 will comply with all U.S. federal, state and local laws that are applicable to Fi360 as the provider of the Services.
- 6.3. Client Representations. Client represents and warrants that the execution, delivery and performance by Client of an Order or these Terms of Service does not and will not violate any applicable law, regulation, rule, statute, order or any agreement to which Client is a party and that Client will comply with all federal, state and local statutes, rules, regulations, regulatory guidance or orders that are applicable to Client. Client is solely responsible for obtaining any required consents, licenses or approvals for its use of the Services (including the provision of Client Data from a Third Party Provider to Fi360, the provision of Client Data by Fi360 to a third party authorized by Client to receive the Client Data, third party licenses necessary for the exporting of data, or regulatory approvals (including FINRA approval where applicable) for use of materials or information from Fi360's Services). Fi360 has no obligations with respect to Client's compliance with laws, statutes, rules, regulations, regulatory guidance or orders and disclaims any and all warranties, responsibility and liability associated with such compliance. Client acknowledges that any failure or delay in obtaining necessary regulatory approvals may result in a modification to the fees, scope and schedule set forth in an Order (which modifications will be subject to a Change Order).
- 6.4. Disclaimer of Additional Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, THE SERVICES ARE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND FI360 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NEITHER FI360 NOR ANY THIRD PARTY PROVIDERS REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCURATE, COMPLETE, SUITABLE, TIMELY, UNINTERRUPTED OR ERROR-FREE. FI360 AND THE THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY RESPONSIBILITY, LIABILITY, DAMAGES OR LOSSES RELATING TO CLIENT'S USE OF THE SERVICES. CLIENT ASSUMES THE SOLE RISK OF MAKING USE OF OR RELYING ON INFORMATION CONTAINED IN THE SERVICES. NEITHER FI360 NOR ANY THIRD PARTY PROVIDERS ARE RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF SUCH INFORMATION. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. FI360 MAY PROVIDE LINKS, IN ITS SOLE DISCRETION, TO OTHER SITES FOR THE CONVENIENCE OF

THE CLIENT AND USERS IN LOCATING RELATED INFORMATION AND SERVICES. THESE SITES HAVE NOT BEEN REVIEWED BY FI360 AND ARE MAINTAINED BY THIRD PARTIES OVER WHICH FI360 EXERCISES NO CONTROL. ACCORDINGLY, FI360 EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT, THE ACCURACY OF THE INFORMATION, AND/OR QUALITY OF PRODUCTS OR SERVICES PROVIDED BY OR ADVERTISED ON THESE THIRD-PARTY WEBSITES. MOREOVER, THESE LINKS DO NOT IMPLY SPONSORSHIP OR AN ENDORSEMENT WITH RESPECT TO ANY THIRD PARTY OR ANY WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED BY ANY THIRD PARTY. CLIENT ACKNOWLEDGES AND AGREES FOR ITSELF AND ITS USERS THAT ANY INFORMATION AND DATA OBTAINED THROUGH THE SERVICE (WHETHER FINANCIAL OR INVESTMENT INFORMATION OR OTHERWISE), AS WELL AS REFERENCE MATERIALS OR LINKS TO OTHER WEB SITES, IS PROVIDED FOR GENERAL INFORMATIONAL AND RESEARCH PURPOSES ONLY, AND IS NOT INTENDED TO BE RELIED UPON FOR TRANSACTIONAL OR OTHER PURPOSES. UNDER NO CIRCUMSTANCES SHOULD SUCH INFORMATION BE USED OR CONSIDERED ADVICE, NOR AS AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY THE SECURITIES OR OTHER INSTRUMENTS MENTIONED IN IT. OPINIONS EXPRESSED IN THE SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

- 6.5. NO RECOMMENDATIONS OR ADVICE. FI360 SHALL NOT HAVE ANY LIABILITY FOR RECOMMENDATIONS OR DECISIONS MADE BY CLIENT OR ITS USERS OR RECIPIENTS OR THEIR RESPECTIVE USERS OR CLIENTS, BASED UPON THE RESULTS OBTAINED FROM THE SERVICES. FI360 DOES NOT OFFER ADVICE (WHETHER REGARDING THE QUALITY OR SUITABILITY OF ANY INVESTMENT OR OF ANY INVESTMENT MANAGER FOR A PARTICULAR CLIENT OR CUSTOMER OR OTHERWISE) AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY DECISIONS OR ADVICE, TREATMENT, OR SERVICES RENDERED BY THE CLIENT OR USER OR RECIPIENT, WHETHER OR NOT RELIANT UPON OR DEVELOPED IN PART BY UTILIZING THE SERVICES AND/OR THE INFORMATION OR DATA CONTAINED THEREIN. NO FIDUCIARY OR OTHER DUTY IS CREATED OR IMPLIED BY FI360'S PROVISION OF THE SERVICES. THE SERVICES DO NOT CONSTITUTE A RECOMMENDATION, OFFER, OR SOLICITATION TO PURCHASE OR SELL ANY SECURITY OR INVESTMENT PRODUCT OR SERVICE, NOR SHALL ANY SUCH SECURITY, PRODUCT, OR SERVICE BE RECOMMENDED, OFFERED, PURCHASED FROM, OR SOLD BY CLIENT OR ITS USERS OR RECIPIENTS TO ANY PERSON, IN ANY JURISDICTION IN WHICH SUCH RECOMMENDATION, OFFER, SOLICITATION, PURCHASE, OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF SUCH JURISDICTION. THE SERVICES ALSO DO NOT CONSTITUTE A RECOMMENDATION, ENDORSEMENT, OR SOLICITATION FOR ANY INVESTMENT ADVISOR, INVESTMENT MANAGER, OR OTHER INVESTMENT PROFESSIONAL OR FIRM OR ITS SERVICES. FURTHER, THE SERVICES ARE NOT INTENDED TO PROVIDE FIDUCIARY ADVICE OR COMPLIANCE GUARANTEES AS IS, OR MAY IN THE FUTURE BE DEFINED, UNDER THE LAWS, STATUTES, RULES, REGULATORY GUIDANCE, ORDERS OR REGULATIONS OF THE U.S. SECURITIES AND EXCHANGE COMMISSION, THE U.S. DEPARTMENT OF LABOR, THE FINANCIAL INDUSTRY REGULATORY AUTHORITY OR ANY OTHER REGULATORY BODY.

7. INDEMNIFICATION.

- 7.1. Indemnification by Fi360. Subject to the terms of these Terms of Service, Fi360 will indemnify, defend and hold harmless Client from and against any unaffiliated third party costs, expenses, damages and other liabilities associated with any claim, demand, suit, action or proceeding brought by such unaffiliated third party (collectively, "Claims") alleging that the Services, as delivered to Client, infringe that third party's U.S. patent, U.S. trademark or U.S. copyright or misappropriate that third party's U.S. trade secret rights. Notwithstanding the foregoing, Fi360 will have no obligation under this Section 7.1, or otherwise, with respect to Claims based upon: (a) modification of the Services by anyone other than Fi360; (b) use of the Services other than in accordance with an Order or these Terms of Service; (c) the failure of Client to implement any replacements, releases, updates, upgrades, corrections or modifications made available by Fi360 for the Services; (d) use of the Services in combination with any other products, services, equipment, software, hardware or data; or (e) allegations that any Third Party Provider data that is made available through the Services is infringing. If a Claim is made or appears likely to be made, Fi360, in its sole discretion, may elect to: (i) procure for Client the right to continue to use any of the Services; (ii) replace, at Fi360's cost, any of the Services, or any portion thereof, with substitute services that function

substantially in accordance with the applicable specifications; (iii) modify the Services so that they do not infringe or misappropriate, provided that the Services, as modified, continue to perform substantially in accordance with the applicable specifications; or (iv) terminate the applicable Order and pay to Client a refund of any prepaid but unaccrued fees through the remainder of the term of the applicable Order. THIS SECTION 7.1 SETS FORTH FI360'S ENTIRE OBLIGATION TO CLIENT WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

- 7.2. Indemnification by Client. Client shall indemnify, defend and hold Fi360 and its Third Party Providers harmless from and against any costs, expenses (including reasonable attorneys' fees), damages and other liabilities associated with any Claim based on: (a) Client's or its Users' receipt or use of the Services or Client Data, or any decisions or analyses arising out of such use; (b) a failure by Client to appropriately obtain consent from its customers to properly allow a Third Party Provider to send, and Fi360 to receive, Client Data; (c) Client's alleged violation of applicable law, rules, regulations, statutes, orders or regulatory guidance; (d) Client's breach of any Third Party Provider terms; and (e) allegations that the Client Data or any content provided by Client infringes a patent, copyright, trademark or any other intellectual property right of that third party or misappropriates a trade secret of that third party.
- 7.3. Procedure. A Party seeking indemnification under this Section 7 shall: (i) promptly after receiving notice of a claim or litigation for which indemnity may be sought, give the indemnifying party prompt written notice thereof, together with any and all documentation received related to such claim or litigation; (ii) give the indemnifying party full control over the defense and settlement of any claim or litigation for which indemnification is sought; and (iii) reasonably cooperate with the indemnifying party to facilitate the defense or settlement of any such claim or litigation; provided that a failure to comply with the foregoing procedures shall relieve the indemnifying party from its obligation to indemnify solely to the extent that such failure results in prejudice to the indemnifying party. The party seeking indemnification may participate in the defense or negotiations at its own expense to protect its interests. The indemnifying party shall not enter into any settlement agreement that impairs the rights or expands the obligations of the party seeking indemnification without the prior written consent of such party, provided that the indemnifying party may settle any claim or cause of action to the extent such claim seeks monetary damages if the indemnifying party agrees to pay such monetary damages.

8. LIMITATIONS OF LIABILITY.

- 8.1. FI360'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR RELATING TO ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING UNDER OR IN CONNECTION WITH THE SERVICES, AN ORDER OR THESE TERMS OF SERVICE, REGARDLESS OF THE BASIS ON WHICH CLIENT IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM), SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES (EXCLUDING ANY PASS-THROUGH CHARGES) PAID OR PAYABLE BY CLIENT PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE DAMAGES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF OCCURRENCE OF THE EVENT UPON WHICH A CLAIM IS ASSERTED, LESS ANY AMOUNTS PREVIOUSLY PAID BY FI360 IN SATISFACTION OR SETTLEMENT OF OTHER CLAIMS APPLICABLE TO THAT ORDER GIVING RISE TO SUCH CLAIM OR CAUSE OF ACTION, AND SHALL CONSTITUTE CLIENT'S SOLE MONETARY REMEDY.
- 8.2. EXCEPT WITH RESPECT TO CLIENT'S OR ITS REPRESENTATIVES' MISUSE OF THE SERVICES OR INFRINGEMENT OR MISAPPROPRIATION OF FI360'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR ANY ORDER HERETO (INCLUDING LOST PROFITS, DAMAGE TO REPUTATION, OR LOST SAVINGS), EVEN IF FORESEEABLE OR EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3. THIS SECTION ALLOCATES THE RISKS UNDER AN ORDER AND THESE TERMS OF SERVICE BETWEEN FI360 AND CLIENT AND IS VIEWED BY THE PARTIES AS AN INTEGRAL PART OF THE BUSINESS ARRANGEMENT BETWEEN THEM. THE PRICING AND OTHER TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND ANY ORDER HERETO REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS SPECIFIED HEREIN. Each party has a

duty to mitigate damages that would otherwise be recoverable from the other party under an Order or these Terms of Service by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

9. MISCELLANEOUS.

- 9.1. Use of Name. Neither party will use the other party's or their respective affiliates' names or marks or logos in any advertising, promotional material, press releases, or similar materials, without first obtaining the other party's written consent in each instance. Notwithstanding the foregoing, Fi360 and its affiliates reserve the right to use Client's names or marks to the extent necessary to provide the Services and perform its obligations under an Order or these Terms of Service.
- 9.2. Entire Agreement; Amendment. These Terms of Service, together with each Order executed by Fi360 and Client, contain the entire agreement and understanding of the parties with respect to their subject matter and supersede all existing agreements and all other oral, written or other communications between the parties concerning the subject matter, including without limitation, any non-disclosure agreement(s) between the parties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN AN ENTITY AGREEMENT, FI360 RESERVES THE RIGHT TO CHANGE, MODIFY, UPDATE OR REVISE THE TERMS OF THESE TERMS OF SERVICE AT ANY TIME. FI360 WILL POST ANNOUNCEMENTS REGARDING CHANGES, MODIFICATIONS, UPDATES OR REVISIONS IN A VISIBLE AREA OF YOUR CLIENT SITE. CLIENT MAY BE REQUIRED TO ACKNOWLEDGE ITS ACCEPTANCE OF ANY REVISED TERMS BEFORE ACCESSING THE SERVICES. CLIENT'S ACCEPTANCE OF CHANGES TO THE TERMS OF SERVICE AND/OR CONTINUED USE OF THE SERVICES AFTER ANY CHANGE TO THESE TERMS OF SERVICE WILL INDICATE CLIENT'S ACCEPTANCE OF THE REVISED TERMS OF THESE TERMS OF SERVICE.
- 9.3. Independent Contractor. Fi360's relationship with Client is that of an independent contractor and not as an agent or employee of Client and nothing in an Order or these Terms of Service should be construed to create any agency, partnership, or other form of joint enterprise between the parties, and neither party shall create any obligations or responsibilities on behalf of the other. Neither party will have any authority to act for or to bind the other party in any respect, nor will either party hold itself out as having such authority.
- 9.4. Cloud Computing Environments. Fi360 provides, or will in the future provide, certain of its Services within cloud computing environments provided and/or managed by third parties such as Amazon Web Services, or other reputable cloud providers. Fi360 maintains a program to actively manage its cloud providers and assess how they secure and protect the information and data that Fi360 stores and processes in their respective clouds, including obtaining and reviewing each provider's most current applicable SOC report(s) and mapping Fi360's information security policy to the controls and associated testing results contained in such SOC report(s). To the extent applicable to any Services provided to Client, Fi360 will make such SOC report(s) available to Client, which may require Client to create an account with such provider to view such report(s) or request such report(s) directly from such cloud provider.
- 9.5. Equitable Relief. Client acknowledges that Client's breach of these Terms of Service would cause Fi360 irreparable injury for which Fi360 would not have an adequate remedy at law. Notwithstanding any other provision of an Order or these Terms of Service, in the event of a breach of these Terms of Service, Fi360 shall be entitled to seek immediate injunctive relief, in addition to any other remedies it may have at law or in equity without posting bond or other security and without the need to prove actual damages.
- 9.6. Assignment; Binding Effect. An Order or these Terms of Service may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, except to an affiliate in connection with a corporate restructuring. These Terms of Service and any Order are made solely for the benefit of Fi360 and of Client and shall be binding upon, and shall inure to the benefit of each party and their respective successors and permitted assigns. No other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Terms of Service or any Order as a third-party beneficiary or otherwise.
- 9.7. Notices. All notices shall be in writing and shall be forwarded by registered or certified mail and sent to Fi360 and Client at the addresses set forth in the applicable Order or to any other address designated in writing hereafter. Any notice to Fi360 shall be sent Attention: Head of Fi360 and shall include a copy in writing to Broadridge Financial Solutions, Inc., 2

Gateway Center, Newark, New Jersey 07102, and a copy via email to legalnotices@broadridge.com, in each case, Attention: Chief Legal Officer.

- 9.8. Governing Law; Waiver of Jury Trial. Each Order incorporating by reference these Terms of Service is governed by and subject to the laws of the State of New York (other than its conflicts of law principles). The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to any Order or to these Terms of Service. Any action or proceeding arising from an Order or these Terms of Service must be brought in the state or federal courts located in New York County, New York. Each party hereby irrevocably consents to the exclusive jurisdiction and venue in such courts. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO AN ORDER, THESE TERMS OF SERVICE OR THE TRANSACTIONS CONTEMPLATED THEREBY.
- 9.9. Dispute Resolution. The parties agree that, in the event of a dispute or alleged breach, they will first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing will not apply to and will not prevent Fi360 from seeking immediate relief in the event of, disputes involving the confidentiality provisions of these Terms of Service or infringement of intellectual property rights, in which case Fi360 may seek available remedies in a court of competent jurisdiction.
- 9.10. Remedies Cumulative. No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, unless otherwise specified herein, and each and every right and remedy will be cumulative and in addition any other right remedy under an Order or these Terms of Service, or under applicable law, unless otherwise specified herein.
- 9.11. No Waiver. No provision of an Order or these Terms of Service shall be deemed waived by course of conduct, unless such waiver is in writing signed by the parties and stating specifically that it was intended to modify an Order or these Terms of Service. Any waiver by any party of any of its rights under an Order or these Terms of Service or of any breach of an Order or these Terms of Service shall not constitute a waiver of any other rights or of any other or future breach.
- 9.12. Severability. If any term or provision of an Order or these Terms of Service is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term or provision shall be removed from such Order or these Terms of Service or, where possible, modified to reflect the original intention of the parties, and the remainder of an Order or these Terms of Service shall continue in full force and effect.
- 9.13. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached an Order or these Terms of Service, for any failure or delay in complying with or performing any term of an Order or these Terms of Service, to the extent such failure or delay is in connection with any act, event or circumstance beyond the affected party's reasonable control, including: (i) acts of God; (ii) pandemics or other viral outbreaks; (iii) catastrophic weather conditions; (iv) government hostilities, terrorist threats or acts, civil unrest; (v) action by any governmental authority; (vi) labor stoppages or slowdowns, or other industrial disturbances; and (vii) disruptions to infrastructure including power, communication, cloud providers and transportation (each of the foregoing, a "Force Majeure Event"). Client's failure to make payment will not be deemed to be a Force Majeure Event.
- 9.14. Export Controls. Client shall not distribute, redistribute or otherwise transfer the Services (or any component thereof) or any Client Data: (i) into or to a national or resident of or to the government of any country with respect to which the United States maintains trade sanctions prohibiting the shipment or provision of services, goods, technology or software; or (ii) to anyone on or acting on behalf of or owned or controlled by an entity on the Specially Designated Nations and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control (the "SDN List") or the U.S. Commerce Department's Denied Persons List or Entities List (collectively with the SDN List, the "U.S. Prohibited Party Lists"). Each time Client distributes, redistributes or otherwise transfers Client Data, Client shall be deemed to represent, warrant and covenant to Fi360 that the Client or Client's end user or customer is not: (x) located in or a national or resident of or the government of any country that is subject to U.S. trade sanctions; or (y) on any U.S. Prohibited Party List or acting on behalf of or owned or controlled by any person or entity on any such list.
- 9.15. Headings: Interpretation; Construction. The headings in these Terms of Service are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof. Unless the context of these Terms of Service clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the

whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "without limitation," and (e) references to "hereunder," "hereof" or "herein" relate to these Terms of Service. The parties agree that each Order and these Terms of Service are the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement will be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement will not apply to the terms and conditions of each Order and these Terms of Service.

- 9.16. Counterparts / Electronic Signatures. An Order may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Facsimile, .pdf, or other non-manipulable static image or electronic format copies of the executed Order will be treated as originals and considered binding for both parties.
- 9.17. Business Combination. If Client acquires or is acquired by (whether through stock or asset acquisition, merger, consolidation, or otherwise) (a "Business Combination"), a client of Fi360's that receives the same or substantially similar services as those Services provided by Fi360 pursuant to an Order under these Terms of Service (the "Other Entity"), and Client and the Other Entity, or the resulting entity as the case may be, consolidate the Services carried out under an Order under these Terms of Service with the services carried out by the Other Entity prior to the Business Combination, so that the Services are provided to Client and the Other Entity as one entity or under the fee provisions/schedules of one entity's agreement, all fees applicable for the services provided by Fi360 shall be renegotiated in good faith, within a one (1) year period between Fi360 and Client. Notwithstanding the foregoing, however, the existing fee provisions/orders of Fi360 and the Client and Fi360 and the Other Entity, respectively, shall remain in effect for at least 180 days following the Business Combination's effective date. If the services are not consolidated, the Fi360 agreements in place prior to the Business Combination shall remain in effect for the respective services provided by Fi360.
- 9.18. Survival. Any provision of these Terms of Service which contemplates performance or observance subsequent to termination or expiration of an Order or these Terms of Service or that by its nature should continue to be effective (e.g. limitation of liability) will survive termination or expiration of an Order and these Terms of Service and continue in full force and effect until its natural termination.
- 9.19. Territorial Restriction. Broadridge makes no representation that the Services are appropriate or available for use outside the United States, and access to the Services from territories where the Services are illegal is prohibited. Client is solely responsible for compliance with all local laws in connection with its use of the Services.

EXHIBIT A

Third Party Provider Terms

(Content Capitalized at Third Party Providers' Requests)

1. MORNINGSTAR, INC. CERTAIN OF THE INFORMATION CONTAINED IN THE PRODUCTS AND REPORTS: (1) IS PROPRIETARY TO MORNINGSTAR INC. AND/OR ITS CONTENT PROVIDERS; (2) MAY NOT BE COPIED OR DISTRIBUTED; AND (3) IS NOT WARRANTED TO BE ACCURATE, COMPLETE OR TIMELY. NEITHER MORNINGSTAR NOR ITS CONTENT PROVIDERS ARE RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THIS INFORMATION. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.
2. FTSE/RUSSELL. THE FTSE/RUSSELL DATA IS PROVIDED ON AN "AS-IS" BASIS AND FTSE/RUSSELL MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CLIENT ASSUMES THE ENTIRE RISK OF ANY USE CLIENT MAKES OF THE DATA. FTSE/RUSSELL SHALL NOT BE LIABLE TO CLIENT IF ANY SERVICES ARE INTERRUPTED, CHANGED OR BECOME UNAVAILABLE FOR ANY REASON. FTSE/RUSSELL DOES NOT WARRANT THAT THE DATA WILL MEET CLIENT'S NEEDS, ACHIEVE A PARTICULAR MARKETING OR OTHER BUSINESS RESULT, ARE ERROR FREE, COMPLETE OR WILL BE PROVIDED ON A TIMELY BASIS. CLIENT SHALL ONLY BE PERMITTED TO VIEW THE FTSE/RUSSELL DATA WITHIN ONSCREEN VIEWS AND PERMITTED REPORTS AND OTHER

MATERIALS. NO OTHER USE OF THE FTSE/RUSSELL DATA SHALL BE PERMITTED. WITHOUT LIMITATION TO THE FOREGOING, CLIENT SHALL NOT (A) COPY, STORE, SELL, LICENSE, DISTRIBUTE, TRANSMIT OR DUPLICATE TO ANY THIRD PARTY OR TO ANY PERSON (OTHER THAN ITS CLIENTS) ANY FTSE/RUSSELL DATA OR ANY PART THEREOF IN ANY FORM OR BY ANY MEANS; (B) DERIVE, RECALCULATE, COMBINE WITH OTHER DATA OR OTHERWISE MODIFY THE FTSE/RUSSELL DATA, CREATE HISTORY AND/OR DISTRIBUTE SUCH DERIVED, RECALCULATED, COMBINED OR MODIFIED DATA OR HISTORY TO ANY THIRD PARTY; (C) MAKE THE FTSE/RUSSELL DATA AVAILABLE TO THE PUBLIC VIA THE INTERNET OR OTHERWISE; (D) USE THE FTSE/RUSSELL DATA FOR THE PURPOSE OF: (I) CREATING AND/OR OPERATING (WHETHER BY ITSELF OR BY ANY THIRD PARTY) ANY FINANCIAL PRODUCT, INDEX OR SERVICE WHICH SEEKS TO MATCH THE PERFORMANCE OF OR WHOSE CAPITAL AND/OR INCOME VALUE IS RELATED TO THE DATA OR ANY PART THEREOF; (II) CREATING AND/OR OPERATING (WHETHER BY ITSELF OR BY ANY THIRD PARTY) ANY FINANCIAL PRODUCT, INDEX OR SERVICE THE PERFORMANCE OF WHICH IS LINKED TO THE PERFORMANCE OF A THIRD PARTY'S PRODUCT, INDEX OR SERVICE WHICH, IN TURN, SEEKS TO MATCH THE PERFORMANCE OF OR WHOSE CAPITAL AND/OR INCOME VALUE IS RELATED TO THE DATA OR ANY PART THEREOF (AND WHETHER OR NOT SUCH THIRD PARTY IS LICENSED BY THE LICENSOR TO DO SO); OR (III) GENERALLY EXPLOITING THE DATA IN A MANNER DESIGNED TO BENEFIT CLIENT OR ANY THIRD PARTY (INCLUDING THE CREATION OF ANY PRODUCT OR SERVICE); (E) TAKE A SNAPSHOT OF ANY REAL TIME OR DELAYED DATA OR DESIGNATE OR REFER TO ANY INDEX VALUES WITHIN SUCH DATA AS BEING AN END OF DAY VALUE OR CLOSING PRICE; (F) USE THE MARKS OR REMOVE ANY COPYRIGHT OR PROPRIETARY NOTICES INCORPORATED INTO THE DATA AND CLIENT SHALL ACKNOWLEDGE THAT THE LICENSOR AND/OR ANY RELEVANT THIRD PARTY INFORMATION PROVIDERS ARE THE OWNERS OF THE INTELLECTUAL PROPERTY RIGHTS IN, AND RELATING TO, THE DATA; (G) USE THE FTSE/RUSSELL DATA IN ANY WAY OR FOR ANY PURPOSE THAT WOULD REQUIRE A SEPARATE LICENCE FROM THE LICENSOR OR ANY OTHER PERSON; AND (H) PERMIT, OR PURPORT TO PERMIT, ANY THIRD PARTY TO DO ANY OF THE FOREGOING.

3. MSCI, INC. ADDITIONAL PRODUCT AND REPORT INFORMATION IS PROPRIETARY TO MSCI, INC., WITH RESPECT TO MSCI, INC. THE DATA ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. MSCI, FI360, ITS OR THEIR AFFILIATES, ANY OF ITS OR THEIR INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). MSCI, FI360, ITS OR THEIR RESPECTIVE INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ADDITIONALLY, CLIENT ASSUMES THE ENTIRE RISK OF ANY USE CLIENT MAY MAKE OF THE DATA. IN NO EVENT SHALL MSCI OR FI360 OR ITS OR THEIR INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, BE LIABLE TO CLIENT, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF THE CUSTOMER TO USE THE DATA, REGARDLESS OF THE FORM OF ACTION, EVEN IF MSCI OR FI360, ANY OF ITS OR THEIR RESPECTIVE INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.
4. BOFAML. 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. FI360'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 MAKES NO WARRANTIES AND BEARS NO LIABILITIES WITH RESPECT TO THE INDICES, INDEX DATA, AND ANY RELATED DATA,

ITS TRADEMARKS, OR THE PRODUCT(S) (INCLUDING WITHOUT LIMITATION, THEIR SUITABILITY, QUALITY, ACCURACY, TIMELINESS, AND/OR COMPLETENESS.

5. STANDARD AND POOR'S FINANCIAL SERVICES LLC. CERTAIN PRODUCT AND REPORT INFORMATION IS PROPRIETARY TO STANDARD & POOR'S FINANCIAL SERVICES LLC. S&P DISCLAIMS ANY WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED. A REFERENCE TO A PARTICULAR INVESTMENT OR SECURITY, A CREDIT RATING, OR ANY OBSERVATION CONCERNING A SECURITY OR INVESTMENT PROVIDED IN THE S&P SERVICE(S) IS NOT A RECOMMENDATION TO BUY, SELL, OR HOLD SUCH INVESTMENT OR SECURITY OR TO MAKE ANY OTHER INVESTMENT DECISIONS. CLIENT MAY ONLY ACCESS THE S&P SERVICES ONLY FOR INTERNAL USE FOR BUSINESS PURPOSES. NEITHER S&P, ITS AFFILIATES NOR ANY THIRD-PARTY LICENSOR SHALL HAVE ANY LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR SOFTWARE FURNISHED THROUGH THE SERVICES, OR FOR DELAYS, INTERRUPTIONS, OR OMISSIONS THEREIN NOR FOR ANY LOST PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.
6. CUSIP GLOBAL. NEITHER CUSIP GLOBAL SERVICES ("CGS"), AMERICAN BANKERS ASSOCIATION ("ABA") NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER/USER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER/USER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

User Agreement updated April 25, 2024

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