



Availability & Use of Data

TERMS OF USE APPLICABLE TO INDIVIDUALS AND ENTITIES ACCESSING VISTA MDX DATA

YOU REPRESENT THAT:

1. YOU ARE ACCESSING VISTA MDX DATA ON BEHALF OF PERSON(S) (WHICH MAY INCLUDE INDIVIDUALS, ENTITIES AND YOURSELF, ALL OF WHOM ARE JOINTLY AND SEVERALLY REFERRED TO AS THE "USER") WHO INTEND TO USE THE INFORMATION SOLELY IN THE MANNER AND FOR THE PURPOSES PERMITTED IN THIS AGREEMENT; AND
2. YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE USER AND TO BIND THE USER TO THE TERMS OF THIS AGREEMENT.

YOU ACCEPT THAT:

1. The User acknowledges that certain third parties (the "Disclosing Parties") are making certain data (the "Disclosing Parties' Data") available to Vista Index Services ("Vista") for the purpose of facilitating the computation of indices (the "Index Data") that may be used for a range of investment purposes. The User acknowledges that it has no ownership or other proprietary interest in the Disclosing Parties' Data or the Index Data (collectively the "Vista MDX Data").

2. The User is permitted to retrieve, copy and use (collectively, "Use") the Vista MDX Data solely for its internal purposes related to (i) User's potential investment in or marketing of financial products, and (ii) research and analytics based in whole or in part on Vista MDX Data (collectively, the "Internal Purpose"). As part of the Internal Purpose, the User is permitted to Use the Vista MDX Data to: (i) derive data from Vista MDX Data; (ii) create products that incorporate Vista MDX Data or data derived therefrom (such derived data and products, "Derived Products"); and (iii) disseminate Vista MDX Data and Derived Products within the User's organization for their Internal Purpose.

3. The User is prohibited from using Vista MDX Data for any purpose not expressly permitted in this Agreement. Without limiting the preceding sentence, the User is prohibited from: (i) modifying or altering Vista MDX Data in any manner, except to the extent necessary for the Internal Purpose; (ii) using Vista MDX Data or any Derived Product to map data contained in these to any other data distributed by the Disclosing Parties.

4. Except as expressly permitted under this Agreement, the User is prohibited from licensing, distributing, disclosing, or otherwise making available the Asset-Level Information (in whole or in part) or any Derived Products to any third party.

5. The Disclosing Parties have endeavored to make the Disclosing Parties' Data reasonably accurate but does not guarantee the Disclosing Parties' Data are complete, error free or suitable for any particular purpose, including the Internal Purpose. Use of the Disclosing Parties' Data is entirely at User's own risk and Disclosing Parties will have no liability to the User or any third party for or arising out of or related to this Agreement, Disclosing Parties' Data, Vista MDX Data, or any Derived Products. DISCLOSING PARTIES' DATA ARE PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND THE DISCLOSING PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT THERETO, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE DISCLOSING PARTIES OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL CREATE A WARRANTY.

6. All Vista products are provided for your information purposes only, without regard to your specific investment objectives, financial situation, or particular needs, and shall not be construed as a solicitation, offer

or recommendation to buy or sell any securities, investment or other financial instruments, to affect any transactions or to conclude any legal act of any kind whatsoever. Any non-licensed use of Vista MDX Data for the purpose of issuing financial instruments referencing any Vista MDX Data, entering into financial contracts or financial instruments referencing any Vista MDX Data, determining the amount payable of a financial instrument or a financial contract by referencing any Vista MDX Data or measuring the performance of an investment fund using any Vista MDX Data for the purpose of tracking the returns is expressly prohibited except as provided for under a separate license agreement from Vista. VISTA DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR PARTICULAR PURPOSE, UNINTERRUPTED SERVICES, ERROR-FREE VISTA MDX DATA PRODUCTS OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE VISTA MDX DATA.

7. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law rules that might cause the substantive laws of another jurisdiction to govern.