

Third Party Data Provider Terms – GICS Enrichment Service

The providers, MSCI, Inc. (“**MSCI**”) and S&P Global Market Intelligence Inc (“**S&P**”) of the GICS data that forms part of the GICS Enrichment Service, require that FundApps pass on the additional terms as set out here prior to providing the GICS Enrichment Service to the Client.

The Client agrees to the following additional terms for the GICS Enrichment Service only:

1. The Client shall represent that it will not redistribute the GICS Enrichment Service in any form or manner to any third party. Use of the GICS Enrichment Service shall only be by the Users and solely for internal business purposes or personal, non-commercial use.
2. The Client shall represent that it will not use or permit anyone else to use the GICS Enrichment Service to create any securities products or indices based on the GICS Enrichment Service or any portion thereof.
3. The Client shall represent that it will treat the GICS Enrichment Service as proprietary to MSCI and S&P, and/or their affiliates, and/or their third-party providers. Further, the Client shall acknowledge that MSCI and S&P, and/or their affiliates, and/or their third-party providers are the sole and exclusive owners of the GICS Enrichment Service (including all trade secrets, copyrights, trademarks and other intellectual property rights in or to the GICS Enrichment Service). The Client shall ensure that any notices related to S&P copyright and service marks where attached are not removed.
4. The Client shall represent that it will not (i) alter, modify or adapt any component of the GICS Enrichment Service, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works; or (ii) use the GICS Enrichment Service to verify the accuracy of other data or to correct such other data; or (iii) resell or otherwise transfer or make the GICS Enrichment Service, or any part or component thereof, available to any other person or organization (including, without limitation, the Client's present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.
5. The Client shall acknowledge that (i) S&P or MSCI may, in its sole and absolute discretion and at any time, terminate the Client's right to receive and/or use the GICS Enrichment Service; and (ii) provision of the GICS Enrichment Service is subject to termination in the event that the relevant agreement between FundApps and MSCI or S&P is terminated in accordance with its terms. Unless such termination was due to a breach by the Client of these additional terms, in the event of such termination,

FundApps shall issue a pro-rated refund of the Fees paid by the Client for the GICS Enrichment Service in that Contract Year.

6. The Client shall acknowledge S&P or MSCI as a third-party beneficiary of these additional terms, entitled to enforce all provisions of these terms relating to the GICS Enrichment Service.
7. THE GICS ENRICHMENT SERVICE IS PROVIDED TO THE CLIENT ON AN "AS IS" BASIS. FUNDAPPS, ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF ANY OF THE GICS ENRICHMENT SERVICE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GICS ENRICHMENT SERVICE (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FUNDAPPS, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING ANY OF THE GICS ENRICHMENT SERVICE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ORIGINALITY, ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
8. THE CLIENT ASSUMES THE ENTIRE RISK OF ANY USE THE CLIENT MAY MAKE OF THE GICS ENRICHMENT SERVICE. IN NO EVENT SHALL FUNDAPPS, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF ANY OF THE GICS ENRICHMENT SERVICE, BE LIABLE TO THE CLIENT, OR ANY OTHER PERSON, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS ORDER FORM OR THE INABILITY OF THE CLIENT TO USE THE GICS ENRICHMENT SERVICE, REGARDLESS OF THE FORM OF ACTION, EVEN IF FUNDAPPS, ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF ANY OF THE GICS ENRICHMENT SERVICE HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.
9. The Client agrees to indemnify and hold harmless FundApps, its information providers, and any other third party involved in or related to the making or compiling of the GICS Enrichment Service, from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, as incurred, arising in any manner out of the Client's use of, or inability to use, the GICS Enrichment Service or any breach by the Client of the use restrictions regarding the GICS Enrichment Service.