

## CONTRIBUTION SOFTWARE TERMS AND CONDITIONS OF SERVICE

PLEASE READ ALL OF THE FOLLOWING CONTRIBUTION SOFTWARE TERMS AND CONDITIONS OF SERVICE (“TOS”) BEFORE USING ANY SOFTWARE DOWNLOADED FROM THIS SITE. By using software downloaded from this site, you signify YOUR ACCEPTANCE OF THE TOS. If, at any time, you do not wish to accept the TOS, you may not use the software. Any terms and conditions proposed by you which are in addition to or which conflict with the TOS are expressly rejected by Bloomberg Finance L.P. (“BFLP”) and shall be of no force or effect.

You represent that you have read and agree to be bound by the TOS. You represent, warrant and covenant that: (i) you have the power and authority to enter into this agreement; and (ii) you are at least eighteen (18) years old.

### 1. Software.

The software made available to you on this site (the “Software”) will allow you to share Information (as defined below) with BFLP and its affiliates (collectively, “Bloomberg”). BFLP hereby grants to you, and you accept, a non-exclusive, non-transferable, non-sublicenseable, revocable license (the “Software License”) during the Term (as defined below) to install and use the Software in accordance with the TOS and the following terms:

- (a) You shall use the Software solely for the purpose of making the Information available to Bloomberg pursuant to the terms of the TOS and agree that you shall not use the Software for any other purpose without BFLP’s express, prior written permission;
- (b) Without limiting the foregoing, you shall not incorporate the Software (or any part thereof) into any of your proprietary or third-party applications or software or use the Software in any manner that would cause the Software to become subject to any “open source license” (e.g., a license that creates, or purports to create, obligations that software incorporated into, derived from or distributed with licensed materials be: (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributed/redistributable at no charge);
- (c) You shall not: (x) distribute, disclose, transfer or otherwise make available the Software or any part thereof to any third party; (y) copy, adapt, recompile, decompile, disassemble, reverse engineer, or make or distribute, any other form of, or any derivative work created from, the Software or any part thereof; or (z) modify, adapt, translate, rent, lease, loan, resell or network the Software or any part thereof;
- (d) Any person or persons designated by BFLP shall have access to the Software at all reasonable times for the purposes of installation, inspection, maintenance, update, repair, relocation and removal including, by way of example, in the event of any failure of Information delivery through the Software, and you shall make yourself reasonably available to assist such BFLP designees in repairing any functionality failures; and
- (e) Except as otherwise specifically provided herein, Bloomberg reserves all rights to the Software and the TOS shall not be construed to transfer to the you any ownership right to, or equity interest in, the Software or any intellectual property or other proprietary rights pertaining thereto.

### 2. Use of Information.

The “Information” shall consist of rates and all other information made available by you to Bloomberg via the link provided by the Software (which you shall ensure in no event contains any personal data of any individuals). You hereby grant to Bloomberg a nonexclusive, worldwide and perpetual (solely as related to the Information provided to BFLP throughout the Term) license (the “Usage License”), but Bloomberg assumes no obligation, to:

- (a) receive, store, use, reproduce, display and deliver the Information or any part thereof to users (the “Users”) of any of the worldwide, electronic products and services provided by Bloomberg including, by way of example, the BLOOMBERG PROFESSIONAL service (the “BPS”) and Bloomberg website(s) (collectively, the “Bloomberg Services”); and
- (b) use the Information: (i) for internal business purposes related to the Bloomberg Services (including, by way of example, product development, quality control, customer support and business operations); (ii) for the purposes of marketing and sales of the Bloomberg Services (including, by way of example, demonstrations and training); (iii) for research and reporting by its multimedia news operations; and (iv) to create derivative works (including, by way of example, use in its generic, “fair value,” composite or theoretical prices or ratings and in the development of its proprietary databases).

### 3. Fees.

- (a) No fees or charges are or shall be payable by BFLP and/or Users to you under or in connection with the TOS or the Information including, by way of example, any equipment or communications costs or reimbursement of any expenses incurred by you.
- (b) No fees or charges are or shall be payable by you to BFLP for use of the Software licensed hereunder.

#### 4. Term.

The TOS shall be effective from the date you download the Software and continue until such time as it is terminated as follows (such time period, being the "Term"):

- (a) You may terminate the TOS, with or without cause and at any time, by discontinuing your use of the Software and destroying all materials obtained from this site.
- (b) You agree that, without notice, BFLP may terminate the TOS, or suspend your access to the Software, with or without cause at any time and effective immediately.
- (c) The TOS will terminate immediately without notice from BFLP if you, in BFLP's sole discretion, fail to comply with any provision of the TOS.
- (d) Bloomberg shall not be liable to you or any third party for the termination or suspension of the site or the Software, or any claims related to the termination or suspension thereof.

Upon termination of the TOS by you or BFLP, you must discontinue your use of the Software and destroy promptly all materials obtained hereunder and any copies thereof.

#### 5. Warranty; Disclaimer; Indemnity; Limitations of Liability.

- (a) You shall be responsible for the safekeeping of the Software from the time it is downloaded or otherwise received on your premises and/or systems and shall take reasonable steps to prevent abuse to, and any misuse of, the Software. You shall be responsible for all physical loss, theft or damage to the Software and shall pay BFLP any resulting damages unless such loss, theft or damage is due entirely to the fault or negligence of Bloomberg.
- (b) You represent, warrant and covenant to Bloomberg that you own or license all rights in and to the Information as may be required to enter into the TOS, grant Bloomberg the Usage License granted hereunder and provide the Information to Bloomberg in accordance with the TOS, shall maintain all such licenses and rights and is and shall remain in compliance with all laws, rules and regulations applicable to the TOS.
- (c) THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND BLOOMBERG MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS RELATING TO THE SOFTWARE, THE BLOOMBERG SERVICES OR BLOOMBERG'S DISTRIBUTION OF THE INFORMATION HEREUNDER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Software from the site is subject to U.S. export controls and may not be downloaded, exported or re-exported: (i) in any country and/or region with respect to which the United States maintains trade sanctions prohibiting the shipment or provision of services, goods, technology or software (a "Sanctioned Jurisdiction"), or to, or for the benefit of, the government of, or a person located in or normally resident of, a Sanctioned Jurisdiction; (ii) if applicable, to any national of a Sanctioned Jurisdiction, wherever located; (iii) to anyone on the (A) Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (the "SDN List"), (B) Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (the "FSE List"), (C) U.S. Department of Commerce's Denied Persons List or (D) U.S. Department of Commerce's Entity List ((A)-(D), the "U.S. Prohibited Party Lists"); (iv) to the extent applicable, for the purpose of providing, financing or otherwise dealing in prohibited new equity or new debt of entities listed on the Sectoral Sanctions Identifications List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (the "SSI List"); or (v) to anyone for any purpose that would be prohibited under U.S. law, including, without limitation, nuclear, chemical or biological weapons proliferation. By downloading or using such software, you represent and warrant that you are not (a) located in or normally resident of, or the government of, any Sanctioned Jurisdiction, (b) a national of a Sanctioned Jurisdiction that is, in such capacity, subject to sanctions prohibitions, (c) on any U.S. Prohibited Party List, (d) acting on behalf of or owned or controlled by any person or entity on the SDN List or FSE List; (e) using the Software in connection with providing, financing or otherwise dealing in prohibited new equity or new debt of entities listed on SSI List, or entities owned or controlled by any entity on the SSI List; or (vi) using the Software for any purpose that would be prohibited under U.S. law, including, without limitation, nuclear, chemical or biological weapons proliferation.
- (d) You shall indemnify and defend Bloomberg, at your expense, including Bloomberg's reasonable attorneys' fees, from and against any loss, claim, demand, expense or liability arising in connection with: (y) any third party claim that the Information and/or Bloomberg's use of the Information in accordance with the TOS infringes the intellectual property or other proprietary rights of such third party or is defamatory and/or (z) the use of any third-party communications network through which the Software delivers the Information. Bloomberg may, utilizing counsel of its choosing and at its own expense, participate in the defense and settlement of any claim for which you are obligated to provide indemnification under the TOS.
- (e) BLOOMBERG SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH THE SOFTWARE DELIVERS THE INFORMATION.
- (f) UNDER NO CIRCUMSTANCES SHALL BLOOMBERG BE LIABLE TO YOU FOR ANY CLAIMS BROUGHT AGAINST YOU FOR ANY DAMAGES WHATSOEVER SUFFERED IN CONNECTION WITH THE TOS, INCLUDING

WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES.

- (g) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF BLOOMBERG OR ITS SUPPLIERS OR THIRD-PARTY AGENTS SHALL BE RESPONSIBLE OR LIABLE, CONTINGENTLY OR OTHERWISE, FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE TOS OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BLOOMBERG HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6. Miscellaneous.

- (a) Neither Bloomberg nor you shall use any name, trademark, service mark or logo of the other without prior written consent, except that no consent shall be required regarding Bloomberg's use of your name or the name of the legal entity on whose behalf you have been sending the Information for the purposes of attributing the Information available on the Bloomberg Services and/or marketing and sales of the Bloomberg Services.
- (b) No failure or delay by BFLP in exercising any right available under the TOS shall operate as a waiver of such right. No waiver by BFLP of a breach by you of the TOS shall: (i) be binding unless in writing and signed by BFLP or (ii) operate as a waiver of any other or subsequent breach.
- (c) The TOS shall be binding upon and inure to the benefit of BFLP and you and their permitted respective successors and assigns. Neither you nor BFLP shall assign this Agreement or any right or obligation hereunder without the prior written consent of the other, except that no consent shall be required regarding BFLP's assignment of the TOS or any part thereof to any of its affiliates. For the avoidance of doubt, nothing in the TOS shall prohibit any affiliate of BFLP from exercising the rights of BFLP set forth in the TOS on behalf of itself, BFLP or any other affiliate of BFLP including, by way of example, the right to distribute the Information to Users. BFLP may delegate any of its responsibilities, obligations or duties under or in connection with the TOS to any other Bloomberg entity or an authorized third party agent, which may discharge those responsibilities, obligations or duties on behalf of BFLP.
- (d) The TOS is the complete and exclusive agreement between you and BFLP with respect to the subject matter hereof and supersedes any oral or written communications, representations or other agreements relating thereto. Except as otherwise set forth in the TOS, no changes or modifications regarding the TOS are or shall be binding unless approved by BFLP in writing.
- (e) The TOS including, by way of example, their validity, construction and performance are and shall be governed by and construed in all respects under the laws of the State of New York without regard to the laws that would otherwise apply under applicable choice-of-law principles. You and BFLP hereby submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in connection with any matters arising out of the TOS and hereby agree not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action between you and BFLP related to the TOS.
- (f) It is the express intention of you and BFLP, respectively, that the relationship of and between Bloomberg and you is and shall be strictly that of independent contractors.
- (g) If any term or provision of the TOS is determined in a proceeding binding upon you and BFLP to be invalid and unenforceable, then, to the fullest extent permitted by law that term or provision shall be deemed severed from the remainder of the TOS and all other terms and provisions of the TOS shall remain in full force and effect so as to, as nearly as may be possible, carry out the intentions of you and BFLP prior to such severance.
- (h) Provisions that, by their terms or nature, are intended to survive the termination of the TOS shall survive and shall continue in full force and effect including, by way of example, the Usage License, indemnification and limitations of liability provisions.
- (i) If at any time you and BFLP execute a written agreement with respect to all or a part of the subject matter hereof, that written agreement shall be deemed to supersede the TOS with respect to the overlapping subject matter.