

DATONOMY TERMS

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Customer agrees that it will use the Taxonomy strictly in accordance with and subject to the terms and conditions of these Terms, including each applicable “License Type” set forth below, the Agreement, and their scope (including limiting access to any permitted location(s), business unit(s), affiliate(s)).

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1. **“Derived Data”** means data or other information obtained from calculations, manipulations, analyses and/or other processes performed by Customer on the Taxonomy so long as (i) the Taxonomy does not remain identifiable in whole or in part and cannot be readily extracted or reverse engineered from such data or other information, (ii) such data or other information is not likely to directly or indirectly serve as a substitute for the Taxonomy and is not otherwise likely to cannibalize or limit sales or licensing of the Taxonomy and (iii) such data or information is not in the form of a commercial product(s).
2. **“Financial Product”** means securities, commodities, currencies, real estate, digital assets, certificates, deposits, and any other forms of assets or investments, including funds (including exchange traded funds, mutual funds, and privately managed funds), managed accounts, synthetics or derivatives (including structured products, options, warrants, swaps, guaranteed products, futures, forwards and contracts for differences), insurance products, annuities, portfolios, baskets, separately managed accounts or other financial or investment instruments, structures, vehicles or products now known or developed in the future, whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise.
3. **“including”** means including but not limited to.
4. **“Index(es)”** means any index(es) identified in an Agreement (created with input from the Taxonomy), including Index Data; for purposes of any License Type with respect to an Index, any reference in these Terms to Taxonomy includes “Index(es)”.
5. **“Index Data”** means index levels and index constituent data (not the broader universe of data points included in the Taxonomy).
6. **“Informational Materials”** means any advertisement, brochure and promotional and information material (other than price quotations) relating or referring to any Financial Product.
7. **“Limited Extract”** means up to 10 digital assets of the Taxonomy per quarter and the associated classification names at any Taxonomy level provided that the distribution of any Limited Extracts is not likely to directly or indirectly serve as a substitute for the Taxonomy.
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B. Terms Applying to all License Types

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2. Except as authorized under a specific License Type below, Customer agrees that it will not use or permit anyone else to use the Taxonomy to (i) create any indices (custom or otherwise) or in connection with issuing, writing, calculating, pricing, creating, managing, enhancing, optimizing, selling, advising, redeeming, marketing, sponsoring, licensing, trading or promoting any Financial Product that is linked, in whole or in part, to the Taxonomy data or is intended to provide access to the performance of a group of digital assets that references or uses as a material input any portion of the Taxonomy or (ii) in support or development of any commercial product(s).
3. The Taxonomy is owned and administered by MSCI and was developed by the Taxonomy Parties. Customer agrees that it will treat the Taxonomy as proprietary to the Taxonomy Parties. Further, the Customer

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4. MSCI or the Taxonomy Party licensing the Taxonomy to Customer may (i) cease or suspend compiling, distributing or offering any part of the Taxonomy, (ii) make changes in the titles, names, format, organization or content of the Taxonomy, and (iii) alter or discontinue any communications facilities or distributors that disseminate the Taxonomy.
5. Customer agrees that each Taxonomy Party that is not a party to this Agreement is a third party beneficiary of these Terms, entitled to enforce all provisions of the Terms relating to the Taxonomy.
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 - a. The Taxonomy does not constitute investment advice, is not a solicitation or recommendation to buy or sell, or an endorsement of, any assets, does not assess, classify or make any statement regarding the regulatory status or standing of an asset, and no assurance is provided of the results of any investment or investment strategy using the Taxonomy.
 - b. THE TAXONOMY IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES THE ENTIRE RISK OF ANY USE CUSTOMER MAY MAKE OF THE TAXONOMY. THE TAXONOMY PARTIES, THEIR INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE COMPILING, COMPUTING OR CREATING OF THE TAXONOMY MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TAXONOMY (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). THE TAXONOMY PARTIES, THEIR INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE COMPILING, COMPUTING OR CREATING OF THE TAXONOMY EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, QUALITY, ACCURACY, CORRECTNESS, COMPLETENESS, RELIABILITY, TIMELINESS, CONTINUED AVAILABILITY OF, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
 - c. TO THE EXTENT PERMITTED BY LAW, EACH TAXONOMY PARTY, INCLUDING ITS AFFILIATES, SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY (A) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF A PARTY OR ANY THIRD PARTY), ARISING OUT OF, OR IN CONNECTION WITH, THE TERMS, THE AGREEMENT (IN RELATION TO THE TAXONOMY) OR THE TAXONOMY OR ANY USE THEREOF BY A THIRD PARTY DUE TO CUSTOMER, WHETHER IN TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), WARRANTY, CONTRACT OR OTHERWISE, AND WHETHER OR NOT THE RELEVANT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES, PROVIDED HOWEVER THAT THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO A TAXONOMY PARTY'S WILLFUL MISCONDUCT OR FRAUD.
 - d. Customer agrees to indemnify and hold harmless the Taxonomy Parties, their information providers, and any other third party involved in or related to compiling, computing or creating the Taxonomy, their affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, as incurred, arising in any manner out of the Customer's or any relevant third party's use of, or inability to use, the Taxonomy or any breach by the Customer of any provision contained in these Terms.
7. The Terms shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its choice of laws principles. The Parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with the Terms. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE TERMS OR ANY RELATED DEALINGS OR TRANSACTIONS BETWEEN THEM. No action, regardless of form, arising

out of or relating to the Taxonomy may be brought by Customer or its affiliates more than one year after the cause of action has accrued.

8. Customer may not assign any of its rights or obligations under the Terms (including by operation of law or change of control) without the licensing Taxonomy Party's prior written consent, and any attempt to do so without consent shall be null and void. If any provisions of the Terms shall for any reason be held to be unenforceable by a competent court, the other provisions shall remain in full effect, and the unenforceable provision shall be replaced by an enforceable one that comes closest to the intent of the parties underlying such provision. These Terms shall survive any termination of the Agreement.
9. Unless an Agreement explicitly overrides a provision in these Terms, these Terms shall control in the event of a conflict with provisions in the Agreement with respect to the Taxonomy. All other provisions of the Agreement remain intact and in full effect.
10. Immediately upon termination or expiration of the Agreement or otherwise upon termination of any license to the Taxonomy, Customer must expunge the Taxonomy (except to the extent required to comply with applicable laws and regulations, or to the extent copies are electronically stored pursuant to its ordinary course backup procedures, provided such copies are only used for purposes of complying with any applicable laws and regulations) and all license grants with respect to the Taxonomy will immediately terminate.
11. Each reference to a "**License**" or "**license**" in this Schedule D refers to a limited, non-exclusive, worldwide, revocable, non-transferable license.

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1. Customer is hereby granted a license, subject to the terms and conditions of the Agreement, to: (i) use Taxonomy for internal purposes; (ii) use the Taxonomy to create, use and redistribute Derived Data and (iii) redistribute Limited Extracts of the Taxonomy on an ad-hoc, non-systematic, non-periodic and display-only or static basis (designed to avoid systematic screen scraping, extract or download). In connection with any redistribution of the Taxonomy as permitted under this License Type, Customer shall include the appropriate attribution and disclaimer(s), as further set forth in Exhibit A hereto.

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1. Customer (as an authorized third party distributor) is hereby granted a license, subject to the terms and conditions of the Agreement, to: (i) redistribute the Taxonomy or Index(es) via an authorized, password protected, distribution mechanism (e.g., API/FTP), display product and/or non-display product (e.g., batch service, per-security data service, reports or factsheets) solely for the use of clients of Customer who have also signed an agreement with a Taxonomy Party to license the Taxonomy or Index(es) and (ii) use the Taxonomy or Index(es) for internal use solely for purposes of developing, testing and supporting the delivery of the Taxonomy or Index(es) within Customer's authorized product. Each client of Customer receiving the Taxonomy or Index(es) under (i) above may use the Taxonomy or Index(es) solely in accordance with such client's agreement with a Taxonomy Party. In connection with any redistribution of the Taxonomy as permitted under this License Type, Customer shall include the appropriate attribution and disclaimer(s), as further set forth in Exhibit A hereto.

F. Terms Applying Only to the "Internal Index Use" License Type

1. Customer is hereby granted a license subject to the terms and conditions of the Agreement, to use the Index(es) for internal use only, including benchmarking (internal only), portfolio management, research,

analysis (including internal performance) and Limited Reporting; provided however, Customer may not use or permit use of the Index(es) (i) to verify or correct data in any index or other compilation of data or information (ii) in connection with issuing, writing, calculating, pricing, creating, managing, enhancing, optimizing, selling, advising, redeeming, marketing, sponsoring, licensing or promoting any Financial Product that is linked, in whole or in part, to the Index(es) or is intended to provide access to the performance of a group of digital assets that references or uses as a material input any portion of the Index(es) or (iii) in support or development of any commercial product(s).

G. Terms Applying Only to the “Financial Product Creation Index Use” License Type

1. Customer is hereby granted a license, subject to the terms and conditions of the Agreement, (i) to use the Index(es) and related Licensor proprietary material as the basis, or a component, of a Financial Product only as specifically identified in the Agreement with Limited Reporting; and (ii) refer to the relevant Index(es) marks in connection with the creation, marketing and promotion, and issuance of a Financial Product identified in the Agreement.
2. Customer shall include the appropriate disclaimer(s) and be subject to the additional Warranties/Disclaimer of Warranties, as further set forth in Exhibit B hereto. Customer must have obtained License Type F (“Internal Index Use”) to obtain this license in License Type G.

H. Terms Applying Only to the “Extended Index Reporting Use” License Type

1. Customer is hereby granted a license only as specifically granted in the Agreement and subject to the terms and conditions of the Agreement to publish and report Index Data on the Indexes to clients or prospective clients of Customer provided such data or other information is not likely to directly or indirectly serve as a substitute for the Taxonomy or Index and is not otherwise likely to cannibalize or limit sales or licensing of the Taxonomy or Index and such data or information is not in the form of a standalone commercial product or offering. Customer must have obtained License Type F (“Internal Index Use”) or G (“Financial Product Creation Use”) to obtain this license in License Type H.
2. Customer shall include the appropriate disclaimer(s) as set forth in Exhibit B, Section 1(d), and be subject to the additional Warranties/Disclaimer of Warranties.

**Exhibit A to Additional Terms Rider as November 3, 2022
for Multiple License Types**

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for Financial Product Creation Index Use License Type**

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(iii) No purchaser, seller or holder of this financial product, or any other person or entity, may use or refer to any [LICENSOR] or [LICENSOR] Party trade name, trademark or service mark in connection with this financial product, including, without limitation, to sponsor, endorse, market or promote this security without express written

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- b) Customer shall include the following disclaimer in any Informational Materials relating to any Financial Product, and upon request shall furnish a copy thereof to Licensor:

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- c) The following provisions apply solely to Funds which are UCITS funds:

- i. Subject to Section 1(c)(ii) and Section 1(c)(iii) below, Customer shall include the following disclaimer in its Key Investor Information Document (KIID) for UCITS funds:

The funds or securities referred to herein are not sponsored, endorsed, or promoted by [LICENSOR] or any [LICENSOR] Party, and the [LICENSOR] Parties bear no liability with respect to any such funds or securities or any index on which such funds or securities are based. The [Prospectus] contains a more detailed description of the limited relationship [LICENSOR] has with [Customer] and any related funds, as well as additional disclaimers that apply to the [LICENSOR] indexes. The [LICENSOR] indexes are the exclusive property of [LICENSOR] and may not be reproduced or extracted and used for any other purpose without [LICENSOR]'s consent. The [LICENSOR] indexes are provided without any warranties of any kind.

- ii. Subject to the provisions of Section 1(c)(iii) below, if the applicable regulator or regulations prohibit the inclusion of disclaimers in the KIID for UCITS funds, then Customer shall include the following reference in the KIID (unless otherwise agreed by the parties in writing), and upon request shall furnish a copy thereof to Licensor:

The [Prospectus] contains a more detailed description of the limited relationship [LICENSOR] has with [Customer] and any related funds, as well as disclaimers that apply to [LICENSOR], [LICENSOR] Parties and the [LICENSOR] indexes. [LICENSOR]'s website (URL to be added) contains more detailed information about the [LICENSOR] indexes.

- iii. If any applicable regulator or any applicable law or regulation prohibits the inclusion of the disclaimers in Section 1(c)(i) and Section 1(c)(ii) above in the KIID for UCITS funds, or if there are legitimate space constraints regarding the inclusion of the disclaimers in Section 1(c)(i) and Section 1(c)(ii) above in the KIID for UCITS funds, then Customer shall include the following reference in the KIID (unless otherwise agreed by the parties in writing):

[LICENSOR]'s website (URL to be added) contains more detailed information about the [LICENSOR] indexes.

- d) Customer shall include the following disclaimer (or such other language as may be agreed upon with Licensor in a written amendment) in any printed material created under License Type H ("Extended Index Reporting Use") that contains any of the Financial Product information and/or Index Data, and upon request shall furnish a copy thereof to Licensor:

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2 Warranties; Disclaimers of Warranties:

- a) Customer represents and warrants to Licensor that: (i) no Financial Product shall violate any applicable laws, rules or regulations, including but not limited to banking, commodities, investment companies and securities laws; (ii) Customer's performance under this Agreement does not violate any laws, rules, regulations or agreements applicable to Customer; and (iii) Customer shall use and disseminate the Licensor proprietary materials only in compliance with, and shall not take any action with respect to any of the Licensor proprietary materials inconsistent with, the terms and conditions of these Terms or the Agreement.
- b) With respect to the Financial Products, in addition to the disclaimer of warranties and liability set forth in the "Terms Applying to all License Types", Customer further acknowledges and agrees that:

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