

TERMS OF USE

I. General Terms and Conditions

In addition to any other terms that may apply to Subscriber's use of or access to online services offered by Fidelity (where Fidelity refers to Fidelity Brokerage Services LLC, National Financial Services LLC, and/or one or more of their affiliates, as the context may require), which include access to market data from Fidelity and other parties (the "Services"), Subscriber hereby represents to and agrees with Fidelity to the terms of this agreement (the "Agreement") as follows:

Use of Market Data

- 1) Subscriber represents and agrees that the following statements are and will continue to be true for so long as Subscriber has access to the Services:
 - a) Subscriber will not sell, lease, furnish, or otherwise permit or provide access to the market data or related content obtained via the Services ("Market Data") to third parties, including Subscriber's affiliated companies and entities, or to any other office or place;
 - b) Subscriber will take reasonable security precautions to prevent unauthorized third parties from gaining access to the Market Data;
 - c) Subscriber will not use, process, reproduce, adapt, modify, distribute or deal with the Market Data in any way, including the creation of derivative works, such as indices or databases, unless such use is in accordance with this Agreement or Fidelity and the relevant third parties that have licensed Fidelity to share their information via the Services ("Third Party Licensors") have first given their written consent to such use;
 - d) Subscriber will not use the Market Data in any automated trading applications other than those made available by Fidelity unless Subscriber has the written consent of the relevant Third Party Licensor(s);
 - e) Subscriber will not use the Market Data for any non-display use, including (but not limited to) establishing, maintaining or providing, or assisting in establishing, maintaining or providing:
 - i) a financial market for trading in financial products;
 - ii) the ability to trade in financial products;
 - iii) the ability to generate orders in an automated and/or semi-automated manner;
 - iv) the ability to conduct risk management, quantitative analysis, and/or portfolio management within an application; or
 - v) the ability to execute transactions in an automated and/or semi-automated manner, unless prior written consent has been granted by the relevant Third Party Licensor(s).

- f) In any use of the Services, Subscriber will not misrepresent, modify or alter the Market Data in any way, although Subscriber may use the Market Data in any format Subscriber chooses provided such use is otherwise in accordance with the terms of the Agreement.
- g) Subscriber is not engaged in, and will not engage in, the operation of any illegal business and will not use, or permit anyone else to use, the Market Data:
 - i) For any illegal purpose;
 - ii) In any way in violation of, or inconsistent with, applicable laws, regulations, or the rules of any exchange or self-regulatory organization ("SRO"); or
 - iii) For any other purpose not authorized under this Agreement.
- h) Subscriber will not present the Market Data in any unfair, misleading or discriminatory format.
- i) Subscriber will comply with the Third Party Licensors' market data policies as published from time to time.

Proprietary Rights

- 2) Subscriber understands and acknowledges that Subscriber is granted under this Agreement a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Market Data transmitted or made available to Subscriber by Fidelity and thereafter to use the Market Data as permitted under the terms of this Agreement.
- 3) Subscriber understands and acknowledges that each Third Party Licensor has a proprietary interest in its Market Data services, software and other information that originate on or derive from it or its markets, with all related legal rights to remedies with respect to those interests. Subscriber hereby undertakes that Subscriber will not do any act that may invalidate or jeopardize the existence of and/or the Third Party Licensors' ownership of or interest in such proprietary interests.
- 4) Subscriber understands and acknowledges that the Third Party Licensors may obtain information that forms part of the Market Data provided by them from other third parties, including exchanges and national securities associations (collectively, "Participant Exchanges"), who have exclusive proprietary interests in their respective information, with all related legal rights to remedies with respect to those rights. Subscriber hereby undertakes that Subscriber will not do any act that may invalidate or jeopardize the existence of and/or these third parties' ownership of or interest in such proprietary interests.
- 5) Subscriber understands and acknowledges that Subscriber has no proprietary or other right or interest in the Market Data, associated software and other associated information other than may be conferred by this Agreement.
- 6) As a Professional subscriber, access to streaming real-time quotes is available through a subscription. Cost of the subscription is based on the exchange fees which are subject to change and cannot be prorated.
- 7) Subscriber agrees to maintain all applicable trademarks and copyrights with respect to

the Third Party Licensors that may be made available in conjunction with the Market Data. Subscriber agrees that in any use of the Market Data (including the use of any additional materials or information provided in relation to the Market Data), Subscriber shall, to the extent such attribution is made available via the Services, attribute:

- a) The source of the Market Data to the relevant Third Party Licensor or other relevant third party;
 - b) Copyright in the Market Data to the relevant Third Party Licensor and/or (where applicable) its licensors and any other relevant third party; and
 - c) The trademarks and logos of the Third Party Licensors or other third parties used in relation to the Market Data to the relevant Third Party Licensor or other third party.
- 8) Except as provided in this Agreement, Subscriber agrees not to use in any way any trademark belonging to a Third Party Licensor, whether registered or not, unless Subscriber has first entered into a separate license agreement with the relevant Third Party Licensor. Prohibited uses of the trademarks of Third Party Licensors, or any trademarks similar to the trademarks of any Third Party Licensor, include, but are not limited to:
- a) As part of Subscriber's domain name registration;
 - b) In Subscriber's website content, unless Subscriber has the express prior written consent of the relevant Third Party Licensor; and
 - c) In relation to the marketing of any of Subscriber's products or services, unless Subscriber has the express prior written consent of the relevant Third Party Licensor.
- 9) Subscriber understands and acknowledges that in the event of any misappropriation or misuse of the Market Data by Subscriber or anyone who accesses the Market Data through Subscriber, Fidelity, the relevant Third Party Licensor(s), and/or their third party providers of information shall have the right to obtain injunctive relief for their respective materials.
- 10) Subscriber agrees to inform Fidelity of any unauthorized, improper, or unlawful use of the Market Data and of any infringement of Fidelity's or any third party's proprietary rights in the Market Data.

Fidelity's Right to Modify, Suspend, or Terminate Service

- 11) Subscriber understands and acknowledges that Fidelity may modify, suspend, or terminate the terms of this Agreement and Subscriber's rights hereunder at any time without prior notice. Circumstances under which Fidelity may do so include, but are not limited to, the following:
- a) Fidelity or a Third Party Licensor finds or has reasonable grounds to suspect that Subscriber is violating the terms of this Agreement;
 - b) A Third Party Licensor or Participant Exchange modifies the scope, terms, categories, or provision of the market data it provides under its agreement with Fidelity (including additions to and removal of market data);

- c) A Third Party Licensor or Participant Exchange otherwise modifies its system (including changes to or eliminations of any transmission method and changes to transmission speeds or other signal characteristics);
 - d) A Third Party Licensor ceases to make its service available to Fidelity;
 - e) A Third Party Licensor requires Fidelity to modify, suspend, or terminate the provision of the Third Party Licensor's market data to Subscriber;
 - f) A Third Party Licensor requires Fidelity to suspend or terminate the provision of all or part of its market data to Subscriber;
 - g) Fidelity terminates or modifies the terms of its agreement with a Third Party Licensor; and
 - h) Fidelity determines that modifying, suspending, or terminating the term of this Agreement and Subscriber's rights hereunder is necessary or appropriate in the public interest or for the protection of investors.
- 12) Subscriber understands and acknowledges that Fidelity, Third Party Licensors and Participant Exchanges shall not be responsible in the event Subscriber's access to the Services is severed or otherwise affected by modifications made by them, including circumstances in which such effect is caused by Fidelity's changes, or failure to make timely changes, to the Services or by Subscriber's changes, or failure to make timely changes, to Subscriber's systems and/or devices by which Subscriber receives, displays or otherwise uses Market Data ("Devices").

Subscriber's Right to Terminate Agreement

- 13) Subscriber understands and acknowledges that this Agreement may be terminated by Subscriber with (30) days written notice to Fidelity.

Third Party Enforcement of this Agreement

- 14) Subscriber understands and acknowledges that the Third Party Licensors, Participant Exchanges and other third parties whose market data is made available via the Services are third-party beneficiaries under this Agreement and may enforce this Agreement directly against Subscriber.
- 15) Subscriber agrees to pay the reasonable attorney's fees that any Third Party Licensor Participant Exchange or other third party whose market data is made available via the Services incurs in enforcing this Agreement against Subscriber.
- 16) Subscriber understands and acknowledges that no Third Party Licensor endorses or approves the Services, any particular products or services, or Fidelity.

Confidential Information

- 17) Subscriber will keep confidential any and all information defined by Fidelity or any Third Party Licensor as confidential ("Confidential Information") that Subscriber receives and will not disclose it to any third party without the prior written consent of the owner of the Confidential Information.

Warranties, Indemnification, and Limits of Liability

- 18) Subscriber understands and acknowledges that Fidelity, the Third Party Licensors, Participant Exchanges, other third parties whose market data is made available via the Services, and other third parties who assist in making the Market Data available (collectively, including Fidelity, the "Disseminating Parties") make no warranty that the results obtained from use of the Services will be reliable, or that the quality of any products, services, information, or other material purchased or obtained by Subscriber through the Services will meet Subscriber's expectations.
- 19) Subscriber understands that the Disseminating Parties will not be liable, and Subscriber agrees to indemnify and hold harmless each such party, for lost profits, trading losses, or other damages resulting from the delay or loss of use of the Services, defective or unavailable Market Data, or erroneous or duplicate transactions.
- 20) THE SERVICES MAY CONTAIN TECHNICAL AND OTHER ERRORS AND LIMITATIONS AND IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. THE DISSEMINATING PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, SECURITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES AND ALL INFORMATION MADE AVAILABLE THROUGH THE SERVICES. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SERVICES, INCLUDING THE ENTRY OF ORDERS TO SELL AND BUY SECURITIES, IS ASSUMED BY SUBSCRIBER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER MAY HAVE ADDITIONAL RIGHTS THAT VARY BY JURISDICTION.
- 21) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL ANY DISSEMINATING PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING OUT OF THE USE, RESULTS OF USE, OR INABILITY TO USE THE SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS, INCLUDING SUCH LOSSES OCCASIONED BY (1) NONPERFORMANCE OR (2) INTERRUPTION OF THE SERVICES, MARKET DATA OR MESSAGE, DUE EITHER TO ANY ACT OR OMISSION NOT CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY ANY DISSEMINATING PARTY OR TO ANY "FORCE MAJEURE" OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY DISSEMINATING PARTY (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE, OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, PROTEST, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, UNAUTHORIZED ACCESS, MISUSE OF THE INFORMATION, VIRUSES, INTENTIONAL ATTACKS OF "HACKERS" ON COMPUTER SYSTEMS, SABOTAGE, THEFT, OR OPERATOR ERRORS).
- 22) IF SUBSCRIBER LIVES IN A JURISDICTION THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THESE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.
- 23) Subscriber agrees to indemnify and hold harmless the Disseminating Parties and their employees, officers, directors, and other agents against any claims or losses arising

from, involving, or relating to Subscriber's breach of or non-compliance with the Agreement, Subscriber's infringement or other violation of an intellectual property right, Subscriber's actions or omissions, equipment or other property, and against any third party suit related to Subscriber's use or receipt of the Market Data, whether authorized or unauthorized under the Agreement. This right is conditioned on the indemnified party giving prompt written notice to the Subscriber (as does not prejudice the defense) of the claims or losses and providing cooperation in the defense of the claims or losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

- 24) Subscriber agrees to indemnify and hold harmless the Disseminating Parties and their employees, officers, directors, and other agents for any claims or losses relating to amounts Subscriber may be obligated to pay the supplier or lessor of any equipment through which Subscriber receives the Market Data.
- 25) Nothing in this Agreement shall relieve Subscriber, Fidelity, the Third Party Licensors, or any other person from liability that results from their own gross negligence, willful tortious misconduct, or fraud, or from personal injury or wrongful death claims.
- 26) Nothing in this Agreement shall relieve Subscriber, Fidelity, the Third Party Licensors, or any other person from liability beyond the scope allowable under governing law.
- 27) If Subscriber's use of the Services arises solely in connection with Fidelity's workplace services, this Agreement shall not modify or displace the terms of any applicable plan or Subscriber's employer's agreement with Fidelity with respect to the Services.
- 28) Subscriber and Fidelity understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

Miscellaneous

- 29) Subscriber will not assign, sublicense or otherwise convey or transfer Subscriber's rights under this Agreement to another person or entity.
- 30) Subscriber understands and acknowledges that Fidelity's access to and use of the Market Data provided via the Services is subject to the terms of separate agreements between Fidelity and the Third Party Licensors.
- 31) For Market Data subject to the terms of Fidelity's separate agreements with NYSE, NASDAQ and/or any of their affiliates, the governing law for this Agreement shall be the laws of the State of New York, without reference to the principles of conflicts of law thereof.
- 32) For Market Data subject to the terms of Fidelity's separate agreements with OPRA and/or any of its affiliates, the governing law for this Agreement shall be the laws of the State of Illinois, without reference to the principles of conflicts of law thereof.
- 33) For Market Data subject to the terms of any of Fidelity's separate agreements with other Third Party Licensors, the governing law for this Agreement shall be the law of the jurisdiction specified in the relevant Third Party Licensor's terms and conditions, policies, or other documents governing the use of its market data by subscribers, if

any, without reference to the principles of conflicts of law thereof.

- 34) For all other purposes, the governing law for this Agreement shall be the laws of the Commonwealth of Massachusetts, without reference to the principles of conflicts of law thereof.
- 35) In prohibiting Subscriber from doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (for example, by causing or permitting any other person to do the act).
- 36) The terms and conditions of this Agreement shall be subject to any applicable provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any rules and regulations promulgated thereunder, and the joint-industry plans entered into pursuant to that act.
- 37) The terms and conditions of this Agreement shall be subject to the CTA Plan (as to CTA Network A last sale information via NYSE) and the CQ Plan (as to CQ Network A quotation information via NYSE).
- 38) This Agreement is the complete and exclusive statement of obligations and responsibilities of Fidelity to Subscriber and supersedes any other agreement or understanding, whether written or oral, by or on behalf of Fidelity relating to the provision and use of the Services.
- 39) This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement, but shall not terminate until 90 days after Subscriber loses the ability to receive Market Data as contemplated by this Agreement. Sections I(3)-(11) (Proprietary Rights), I(15)-(17) (Third Party Enforcement), I(19)-(27) (Warranties, Indemnification, and Limits of Liability), I(2)-(38) (Miscellaneous), II(3)-(5) (Non-Professional Subscribers: Right to Review Documents), III(2)-(4) (Professional Subscribers: Effective Controls), III(6)-(7) (Professional Subscribers: Duty to Maintain Records), and III(8)-(20) (Professional Subscribers: Right to Audit and/or Review Internal Documents and Systems) shall survive any termination of this Agreement.

II. Non-Professional Subscribers

As a condition of being approved to use the Services as a "Non-Professional Subscriber" (as described below), any Subscriber subscribing to the Services as a Non-Professional Subscriber hereby represents to and agrees with Fidelity as follows:

- 1) In order to be and as a condition of being considered a Non-Professional Subscriber, Subscriber represents and agrees that the following statements are and will continue to be true for so long as Subscriber has access to the Services:
 - a) Subscriber is a natural person who does not operate a credit institution or financial services institution.
 - b) Subscriber will provide valid proof of identity upon request.
 - c) Subscriber is not registered or qualified in any capacity with the U.S. Securities and Exchange Commission, the Commodities Futures Trading Commission, any state

securities agency, any federal or international securities exchange, association, or agency, or any commodities or futures contract market or association.

- d) Subscriber is not subject to the supervision of any domestic or foreign financial supervisory body.
 - e) Subscriber is not engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act).
 - f) Subscriber is not employed by a bank or other organization exempt from registration under federal, state, or foreign securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.
 - g) Subscriber will use the Market Data only for the management of Subscriber's own personal investments.
 - h) Subscriber will use the Market Data only for personal use.
 - i) Subscriber will not use the Market Data for any business or commercial purpose.
 - j) Subscriber will not use the Market Data for the non-professional management of third-party assets.
 - k) Subscriber will not use the Market Data to otherwise provide non-professional investment advice to third-parties (including natural persons and any entity whatsoever in which Subscriber does not have full (100%) ownership and control) or within the framework of a non-commercial investment club.
 - l) Subscriber will not share Subscriber's user ID and/or password for the Services with others and will take reasonable precautions to keep such user ID and password confidential.
- 2) Subscriber understands and acknowledges that Subscriber is obliged to promptly inform Fidelity of any changes to Subscriber's status or Subscriber's use or planned use of the Market Data that would render the above representations untrue, and will retroactively be deemed a Professional Subscriber to the Services under this Agreement as of the date of the change in Subscriber's status or use of the Market Data.

Right to Monitor and Review

Subscriber understands and acknowledges that Fidelity has the right to take any and all reasonable measures to control and monitor Subscriber's use of the Market Data. Subscriber understands and acknowledges that Fidelity and each of the Third Party Licensors has the right to review documents maintained by Subscriber in connection with this Agreement and/or Subscriber's use of the Market Data to assist in validating compliance with this Agreement. This right covers (i) the term of this Agreement and

(ii) a two-year period after the termination of this Agreement, or, with respect to the Third Party Licensors, a two-year period after an earlier termination of Fidelity's underlying Agreement with the Third Party Licensor. Subscriber agrees to provide upon reasonable request any information regarding Subscriber's use of the Market Data, including (but not limited to) Subscriber's receipt, processing, display, and redistribution of the Market Data.

III. Professional Subscribers

As a condition of being approved to use the Services, any Subscriber who cannot make the representations in Section II(1) and/or is subscribing to the Services as a professional subscriber shall be deemed a "Professional Subscriber" and hereby represents to and agrees with Fidelity as follows:

Effective Controls

- 1) Subscriber will use the Market Data only for internal business use and/or personal use.
- 2) Subscriber will use effective internal controls to keep all user IDs and passwords used by Subscriber and/or Subscriber's end users to access the Services confidential and will prohibit the sharing of such user IDs.
- 3) Subscriber will install and/or maintain reasonable control, security and logistical systems to prevent any unauthorized use of the Market Data. Such systems shall:
 - a) Include passwords or other personal identifiers for access to the Market Data;
 - b) Require that Subscriber's partners or officers and employees have sole control or physical possession of, and sole access to, Market Data through Subscriber's Devices; and
 - c) Require Subscriber to carefully locate and protect Subscriber's Devices in compliance with this section and any written requirements that NYSE or any other Third Party Licensor specifies to regulate the location or connection of such Devices. Subscriber guarantees that any person installing or maintaining Subscriber's Devices will comply with this section.
- 4) Subscriber will furnish information to Fidelity regarding all Devices used to access the Services as may be necessary to allow Fidelity to comply with its reporting obligations to the Third Party Licensors and will furnish such information directly to the Third Party Licensors upon their written request.
- 5) Subscriber understands and acknowledges that Subscriber is responsible for the use of the Market Data by Subscriber's end users (if any) and will ensure that Subscriber's end users comply with the terms of this Agreement.
- 6) As a Professional subscriber, access to streaming real-time quotes is available through a subscription. Cost of the subscription is based on the exchange fees which are subject to change and cannot be prorated.

Duty to Maintain Records

- 7) Subscriber understands and acknowledges that Fidelity has reporting obligations to the Third Party Licensors with regard to Subscriber's use of the Services and agrees to

maintain a log of end users and discrete Devices permitted to access the Services (which shall include information regarding the location of the Devices) and provide whatever information Fidelity may reasonably request to allow it to comply with its reporting obligations.

- 8) Subscriber agrees to retain all necessary records concerning Subscriber's access to and use of the Market Data in a reasonably accessible place and in a manner that is reasonably secure in accordance with standard industry practice for a period of five (5) years following the period to which the records relate.

Right to Audit and/or Review Internal Documents and Systems

- 9) Subscriber understands and acknowledges that Fidelity has the right to take any and all reasonable measures to control and monitor Subscriber's use of the Market Data and agrees to provide upon reasonable request any information regarding Subscriber's use of the Market Data, including (but not limited to) the names and addresses of all end users and Subscriber's activities related to the use of the Market Data.
- 10) Subscriber understands and acknowledges that Fidelity and each of the Third Party Licensors has the right to conduct an audit of Subscriber ("Audit") and/or to review documents maintained by Subscriber in connection with this Agreement and/or Subscriber's use of the Market Data to assist in validating compliance with this Agreement. This right covers (i) the term of this Agreement, and (ii) a two-year period after the termination of this Agreement, or, with respect to the Third Party Licensors, a two-year period after an earlier termination of Fidelity's underlying Agreement with the Third Party Licensor.
- 11) Subscriber understands and acknowledges that the means and method of any such Audit shall be in the sole, independent discretion of the entity conducting the audit or the person or entity designated to conduct the audit on the entity's behalf (the "Auditor"). Subscriber therefore grants Fidelity and each of the Third Party Licensors all necessary licenses to allow their personnel and agents to enter all of Subscriber's relevant premises and inspect any business records (including any personal data contained therein) and/or systems at any of those premises that the Auditor deems in its sole discretion will assist in validating compliance with this Agreement.
- 12) Subscriber understands and acknowledges that as part of any Audit, the Third Party Licensor, Fidelity, and/or their agent(s) may observe Subscriber's use of the Market Data and examine and inspect any Devices, systems, applications, attachments or apparatuses, as well as any books and records (including any personal data contained therein), maintained by Subscriber in connection with this Agreement and/or Subscriber's use of the Market Data.
- 13) Subscriber agrees to make the following information available on the first day of the Audit:
 - a) Usage reporting procedures and systems;
 - b) A system-generated list of all non-display applications, Devices, and/or end users that are entitled to access the Market Data, including details such as discrete user IDs or other security measures used for each end user;
 - c) A list of all administrative, developmental, or other non-billable users with access to continuously updating Market Data, which list shall include the user's name,

company, department, and reason for the special entitlement; and Any additional information necessary to facilitate a proper understanding of the relevant operations and systems in relation to the user of any Market Data, such as data processing diagrams, copies of service agreements, access rights to the Services, and screenshots of the Services.

- 14) Subscriber agrees that Subscriber will further prepare for the Audit by:
 - a) Providing all agreements, records and information requested in the outline of the Audit prior to the commencement date of the Audit;
 - b) Ensuring that sufficient resources are made available for the duration of the Audit, such as records and equipment; and
 - c) Making available sufficient relevant staff in order to analyze, discuss, and clarify outstanding issues. This staff shall consist of at least one employee who shall be available to the Auditor during normal business hours for the entire Audit period.
- 15) Subscriber agrees to cooperate with the Auditor and its agents in order to ensure that:
 - a) The period of, timing of, and location(s) subject to audit are properly identified;
 - b) Adequate resources and time are allocated to the audit;
 - c) Queries and requests from the Auditor are promptly addressed and follow-up items are promptly resolved; and
 - d) Procedures for closing the Audit are communicated.
- 16) Subscriber understands and acknowledges that if Subscriber fails to cooperate and/or does not provide adequate documentation, the Auditor may:
 - a) Request additional information;
 - b) Request additional validation tests; and/or
 - c) Request additional site visits.
- 17) Subscriber understands and acknowledges that in the course of an Audit, it may become necessary for Subscriber's documents and/or electronic data files to be analyzed at the Auditor's site and therefore agrees that the Auditor may take copies of any item relevant to the Audit away from Subscriber's premises.
- 18) Subscriber agrees to document and disclose to the Auditor all changes made to the use of any Market Data from the time of delivery of notice of the Audit to the finalization of that Audit.
- 19) Subscriber understands and acknowledges that in the event that the Auditor schedules the Audit at a time or in a manner that would be inconvenient to Subscriber, Subscriber must notify the Auditor of the details and reasons for the inconvenience within one (1) week of receipt of the notice of the Audit. In such an event, a new schedule for the Audit shall be determined through consultations between Subscriber and the Auditor.
- 20) Subscriber agrees to cooperate with Fidelity, and understands and acknowledges that

Fidelity will cooperate with Subscriber, in any Audit or review to ensure that the purpose of the Audit or review is achieved with minimum disruption to the business operations of any persons involved.

- 21) Subscriber agrees that, together with Fidelity and/or the relevant Third Party Licensor and its agents, Subscriber will attempt in good faith to resolve any differences in opinion arising from the Audit or review.