

Committee on Uniform Securities Identification Procedures (“CUSIP”) Additional Terms

The following CUSIP Global Services Third-Party Terms (the “CUSIP Terms”) apply when the Client purchases access to any Diligent Service that includes or facilitates access to any products or services offered by CUSIP Global Services (“CGS”) and/or the American Bankers Association (“ABA”), or that incorporates access to or use of the CUSIP Database (and any reference to “Diligent Service” on this page shall be understood to refer only to such Diligent Service):

1. Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by or licensed to CGS and ABA and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein.
2. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with the associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
3. Client agrees that Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third-party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER, DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS.
4. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.
5. Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.
6. In the event Client has a CGS License Agreement that permits broader rights than those granted above, then the terms of that Client’s CGS License Agreement shall govern such Client’s use of

the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.

7. For the avoidance of doubt, Client acknowledges that CGS and ABA are third-party providers of the CUSIP Database and related content, and Diligent and its Affiliates act solely as an intermediary with respect to such content.