

**MSCI Index Data Rider  
to the  
Cboe Data Services, LLC  
Customer Agreement - Index Data  
(for Enterprise Fee Customers)**

**This MSCI Index Data Rider** (the "Rider") supplements and amends the Cboe Data Services, LLC ("CDS") Customer Agreement - Index Data ("Agreement"), with respect to any Customer that is an Enterprise Fee Customer (as defined in the Agreement) and that has elected to receive Data regarding the MSCI EAFE Index, the MSCI Emerging Markets Index, or any other index provided by MSCI Inc. ("MSCI Indices").

MSCI Indices provided by CDS pursuant to the Agreement are subject to the following additional terms:

1. With respect to the MSCI Indices, Customer acknowledges and agrees that:

- a) Customer will not use or permit anyone else to use the MSCI Indices in connection with the writing, creating, managing, advising, trading, marketing or promotion of any securities or financial instruments or products based on or linked to, in whole or in part, the performance characteristics of any of the MSCI Indices, including, without limitation, passively managed funds, synthetic or derivative securities (*e.g.*, options, warrants, swaps, and futures), whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise or to create, market or promote any indices (custom or otherwise); for the avoidance of doubt, the MSCI Indices or any portion thereof may be used in connection with the evaluation of the market or the making of trading decisions;
- b) Customer will treat the MSCI Indices as proprietary to MSCI Inc., and that MSCI Inc. is the sole and exclusive owner of the MSCI Indices and any trade secrets, copyrights, trademarks and other intellectual property rights in or to the MSCI Indices;
- c) Customer is authorized to make the MSCI Indices available only to its broker-dealer Affiliates and its and their respective registered representatives and brokerage clients (not to institutional traders) to be used for the purpose of evaluating the market and making trading decisions;
- d) except to the extent otherwise provided in the Agreement and this Rider, Customer (i) will use the MSCI Indices solely for internal purposes, (ii) will not copy any component of the MSCI Indices, (iii) will not alter, modify or adapt any component of the MSCI Indices, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works, or (iv) redistribute, or make available in any form or manner, any component of the MSCI Indices to any other person or organization (including, without limitation, Customer'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;
- e) Customer shall reproduce on all permitted copies of the MSCI Indices all copyright, proprietary rights and restrictive legends appearing on the MSCI Indices;
- f) Customer assumes the entire risk of using the MSCI Indices and agrees to hold MSCI Inc. harmless from any claims that may arise in connection with any use of the MSCI Indices by Customer or any other person or entity to which Customer provides such MSCI Indices;
- g) MSCI Inc. may, in its sole and absolute discretion and at any time, terminate or cause CDS to terminate, Customer's right to receive and/or use the MSCI Indices; and
- h) MSCI is a third party beneficiary of the Agreement, entitled to enforce all provisions of such agreement relating to the MSCI Indices.

2. The MSCI Indices are subject to the following disclaimer of warranties and limitations of liability:

- a) THE MSCI INDICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. CDS, ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE MSCI INDICES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MSCI INDICES (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). CDS, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE MSCI INDICES EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF

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ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

- b) CUSTOMER ASSUMES THE ENTIRE RISK OF ANY USE CUSTOMER MAY MAKE OF THE MSCI INDICES. IN NO EVENT SHALL CDS, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE MSCI INDICES, BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF CUSTOMER TO USE THE MSCI INDICES, REGARDLESS OF THE FORM OF ACTION, EVEN IF CDS, ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE MSCI INDICES HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.
3. Customer's receipt and use of MSCI Indices are subject to applicable fees described in the CDS Fee Schedule.
4. All capitalized terms used but not defined herein shall have the meanings specified in the Agreement. The terms and conditions stated in the Agreement that are not inconsistent with this Rider shall remain in full force and effect.
5. For the avoidance of doubt, this Rider applies only to the MSCI Indices and does not amend or supplement the terms and conditions of the Agreement with respect to any other Data.

**IN WITNESS WHEREOF**, the parties hereto have caused this Rider to be executed by their respective officers or duly authorized agents on the respective dates set forth below.

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Cboe Data Services, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_