

**THIRD-PARTY PROVIDER ADDITIONAL TERMS AND CONDITIONS**

The Third-Party Provider terms and conditions set forth below (as may be updated from time to time, the “Third-party Link Terms”) apply to the extent Subscriber accesses and/or uses the associated Third-party Provider content via S&P’s products and services identified below. In the event of any conflict between the Third-party Link Terms and the Third-party Provider terms set forth in the Agreement, the Attachment or the Pricing Schedule(s) (and any exhibits, appendices and/or schedules in connection therewith), the Third-Party Link Terms shall prevail and govern Subscriber’s access and use of the relevant Third-party Provider’s content via S&P’s products and services. All references to “S&P” shall mean S&P Global Market Intelligence LLC (or any of its successor entities) and/or its relevant service affiliates.

**A.M. Best**

*SNL Platform*

*MI Platform*

**DUN & BRADSTREET**

*BECRS*

*Capital IQ Desktop*

*GICRS*

*ISCRS*

*MI Platform*

*S&P Capital IQ API*

*SNL Platform*

*XpressFeed*

**FITCH RATINGS AND/OR FITCH RESEARCH**

*BECRS*

*S&P Capital IQ API*

*SNL Platform*

*MI Platform*

*XpressFeed*

**FTSE INDUSTRY CLASSIFICATION BENCHMARK (ICB) CLASSIFICATIONS**

*ISCRS*

**INTERACTIVE DATA CORPORATION**

*Capital IQ Desktop*

*Capital IQ Data Feeds*

*Capital IQ on Salesforce*

*ClariFI and ClariFI Xpress*

*Compustat Data Feeds and Research Insight*

*Global Credit Portal*

*MI Platform*

*Net Advantage on Capital IQ*

*RatingsDirect on Capital IQ*

*S&P Capital IQ API*

**MARKIT**

*BECRS (Markit Red Codes)*

*Capital IQ Desktop*

*MI Platform*

*XpressFeed*

**MOODY'S**

*BECRS*

*Capital IQ Desktop*

*Global Credit Portal*

*MI Platform*

*S&P Capital IQ API*

*SNL Platform*

*XpressFeed*

**S&P GLOBAL RATINGS**

*Capital IQ Desktop*

*Credit Pro*

*Credit Wire*

*Global Credit Portal*

*MI Platform*

*Net Advantage on Capital IQ*

*RatingsDirect on Capital IQ*

*RatingsXpress*

*S&P Capital IQ API*

*SNL Platform*

*XpressFeed*

**THIRD-PARTY PROVIDER DATA USE/DISTRIBUTION RESTRICTIONS AND/OR DIRECT CONTRACTING REQUIREMENTS**

*Capital IQ Desktop*

*Capital IQ on Salesforce*

*ClariFI and ClariFI Xpress*

*Credit Analytics on Capital IQ*

*Credit Pro*

*Credit Wire*

*Default Analytics*

*Global Credit Portal*

*Loss Stats*

*MI Platform*

*Net Advantage on Capital IQ*

*RatingsDirect on Capital IQ*

*S&P Capital IQ API*

*SNL Data Feeds*

*SNL Platform*

**THOMSON REUTERS**

*Capital IQ Desktop*

*MI Platform*

*SNL Data Feeds*

*SNL Platform*

*XpressFeed*

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5. Any breach of the Agreement by Subscriber may be enforced by A.M. Best, to the extent such breach directly involves A.M. Best Content, by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Subscriber agrees that A.M. Best may enforce its rights against Subscriber as an intended third-party beneficiary of this Agreement. Subscriber shall, where applicable, and as required to receive certain portions of the Services, enter into separate agreements with A.M. Best, and Subscriber shall comply with any conditions, restrictions or limitations imposed therein.
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4. In the event Subscriber is licensed to use the Services to create derived data or derivative works from the Data contained within the Services ("Derived Data"), then such Derived Data shall (a) have their own numerical value separate and apart from the underlying Data points contained within the Services; (b) cannot be reverse-engineered back, disassembled or decompiled into the Data by reasonably foreseeable means; and (c) the creation of which and use of during the Term and post-termination (in the event post-termination rights are granted) are subject to the terms of Subscriber's license agreement with S&P for the Services.

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6. In the event that Subscriber at any time receives Data containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (a) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by IDC and/or Interactive Data Pricing and Reference Data, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (b) IDC's/Interactive Data Pricing and Reference Data's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Subscriber acknowledges that there may be errors or defects in IDC's/Interactive Data Pricing and Reference Data's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (c) Subscriber must decide on the appropriateness of use of evaluations and other pricing data provided via the Service in Subscriber's applications, regardless of any efforts made by IDC/Interactive Data Pricing and Reference Data in this respect. Subscriber shall indemnify and hold Interactive Data Pricing and Reference Data completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the Service or the Data.

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8. Subscriber agrees that IDC may enforce its rights against Subscriber as an intended third-party beneficiary of the Agreement, even though IDC is not a party to the Agreement.

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2. Subscriber agrees that it shall not publish or distribute in any medium the S&P Ratings or any information contained therein or summaries or subsets thereof to any person or entity except as may be permitted in a separate subscription or distribution agreement between Subscriber and S&P; notwithstanding the foregoing, Subscriber may exercise the distribution rights (if any) granted with respect to S&P data generally under the agreement governing the Services providing Subscriber with access to S&P Ratings. Subscriber further agrees that the use of information from the Services is not intended to serve in any way as a substitute for a license and/or service directly from S&P. Subscriber shall not use or permit anyone to use the information or software provided through the Services for any unlawful or unauthorized purpose.

3. In the event that S&P provides Subscriber with the ability to download limited portions of the S&P Ratings information from the Services, Subscriber agrees that, unless it has a direct license agreement with S&P that permits otherwise: (a) S&P Ratings data and information obtained from the Services may not be centrally managed or stored in a centralized or interdepartmental database management system utilizing features, such as indexes, for dynamic report building; (b) Subscriber may not network S&P Ratings data and information obtained from the Services; and, (c) the download functionality in connection with information from the Services shall only be used as a convenience in connection with the Services and not as a substitute for a direct agreement and/or S&P Ratings service directly from S&P. For avoidance of doubt and by way of example, download functionality may not be used to populate databases not connected with the Services.

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6. All countries located in Europe, the Middle East or Africa (“EMEA”). In the event Subscriber disseminates the Ratings to, or uses Ratings in, any country located in EMEA, Subscriber further acknowledges and agrees to the following: the Ratings shall not in any circumstances be used by Subscriber where, as part of an effort to sell securities to Retail Investors (as defined below), Subscriber uses the Ratings: (a) to create a type of recommendation, (b) to create its own interpretation of the Ratings or (c) in some other form of “risk classification”. For the purposes of this Attachment, “Retail Investor” shall mean an individual investor who buys and sells securities or other financial products for his/her personal account, and not for another company, individual or organization.

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- (ii) The Australian Financial Markets Association Ltd.: Subscriber is permitted to use this data for internal business purposes only. No dissemination.
- (iii) Financial Industry Regulatory Authority (FINRA) data and information
- (iv) Fitch credit ratings and opinions
- (v) FTSE Industry Classification Benchmark (ICB) Classifications
- (vi) Markit (Data Explorers Limited data)
- (vii) Markit reference data
- (viii) Moody’s credit ratings and opinions
- (ix) NEX data
- (x) S&P Dow Jones Indices (for certain Index data items)
- (xi) SEDOL data and information from London Stock Exchange
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