If you use the Sample Data in Data Explorer, your use is subject to the following Limited Evaluation Terms & Conditions (the "Terms") and by your use you acknowledge, agree to and are bound by these Terms on behalf of your Company (hereinafter referred to as "You" and "Your"). You and MSCI Inc. are each a "Party" to these Terms.

- Limited Evaluation: MSCI hereby grants to You, free of charge, a limited, non-exclusive, nonsublicensable, non-transferable license to use the information provided hereunder (together with all data provided therewith "Sample Data") for Your internal, evaluation purposes only. The Limited Evaluation will not apply to any service or data You are paying for and will not reduce any fees or charges. The Sample Data does not include any customer or product support or assistance with installation or maintenance of services, including by third parties, or related fees or expenses. Intellectual property rights in the Sample Data shall belong to MSCI and its affiliates or to the third parties that provide data used therein ("Third Party Provider(s)"). You may not create (i) or issue any financial products linked to or based on the Sample Data or (ii) any derivative works.
- Term; Termination: "Evaluation Period" means 30 days from your receipt or access to the Sample Data, unless otherwise extended in writing by MSCI. Upon expiration of the Evaluation Period, the license granted hereunder shall terminate; provided You may contact your MSCI representative regarding a product license agreement for continued licensing. MSCI may terminate your use of the Sample Data at any time. You shall delete the Sample Data upon the expiration or termination the Evaluation Period except to the extent required (i) by law, rule, regulation, order or decree or (ii) for litigation or regulatory compliance.
- Certain additional Terms and Conditions: Any Sample Data from a Third Party Provider may be subject to additional terms and conditions, including those found at <u>msci-third-party-notices</u>. Each Third Party Provider is a third party beneficiary that can directly enforce these Terms and any such additional terms and conditions against You. Information regarding MSCI's processing of personal data is found at <u>msci.com/privacy-pledge</u>. The provision of any MSCI Index Sample Data may also be subject to additional terms found at <u>msci.com/services-supplements</u>.
- ALL SAMPLE DATA ARE PROVIDED ON AN "AS IS" BASIS, WITH NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MSCI NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE FOR ANY LOST PROFITS, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING IF MSCI OR SUCH THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Indemnity: MSCI shall indemnify You and Your officers, directors, agents, and employees from any claim that the Sample Data infringe on the intellectual property rights of any third party, provided that you have not modified or used the Sample Data in a manner not authorized by these Terms. Excluding any infringement claims for which MSCI is obligated to indemnify You, You will defend, indemnify, save and hold harmless MSCI, and its officers, directors, agents, and employees and the Third Party Providers from any and all claims, demands, liabilities, costs or expenses arising from any claim or action by any third party arising out of or relating to the use of the Sample Data. MSCI and You both agree to (i) promptly notify the other Party in writing of any indemnifiable claim; (ii) give the other Party the opportunity to defend or negotiate a settlement of any such claim at such other Party's expense; and (iii) cooperate fully with the other Party, at the expense of the indemnifying Party.
- **General:** These Terms constitute the entire agreement and understanding between You and MSCI relating to the Sample Data and supersede any prior agreements and understandings, oral or written,

relating to the Sample Data. MSCI may amend these Terms in its sole discretion from time to time. If you disagree with any amended terms you may cease use of the Sample Data. Any proposed amendment or supplement to these Terms received from you will not be effective or amend these Terms. No failure or delay in enforcement of a Party's rights hereunder will be deemed a waiver of such rights, nor will any waiver be deemed effective unless expressly made in a writing signed by the waiving Party's authorized representative. You may not assign this Agreement. Any provision of these Terms which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement. These Terms and all disputes arising out of or related to these Terms shall be governed exclusively by the laws of the State of New York, without giving effect to the application of conflicts of laws principles. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of any federal or state court in New York County in the State of New York for purposes of all legal proceedings arising out of or relating to these Terms, and consents to personal jurisdiction in such courts. THE PARTIES AGREE NOT TO SEEK AND TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS.

Version: October 2021