

DATA LICENSE AND SUBSCRIPTION AGREEMENT

This Data License and Subscription Agreement (this “**Agreement**”) is effective as of the date on which you access the Services (the “**Effective Date**”) and is between you and QUODD Financial Information Services, a California corporation, including its affiliates, together (“**QUODD**”). Hereinafter you shall be referenced as the (“**Client**”). Each of QUODD and Client are referred to herein as a “**Party**” and collectively as the “**Parties.**” By accessing the system and services you hereby agree to the terms and conditions set forth herein.

1. License and Obligations.

1.1 License. Subject to the terms and conditions of this Agreement, QUODD grants Client a non-exclusive, non-transferable, non-sublicensable license to use the data elements set forth in Exhibit A identified by Client (the “**Licensed Data**”) for Client’s internal business.. QUODDClient shall not copy, distribute, transmit or disclose any portion of the Licensed Data to any third party, except as required to provide services to its customers related to specific securities holdings or transactions of such customers. Client shall not resell the services or use the services in a service bureau capacity. The frequency of updates to the Licensed Data will be at the discretion of QUODD.

1.2 Funds. If applicable to the Licensed Data elected by Client hereunder, Client shall specify the mutual funds and money market funds for which Licensed Data is to be provided by QUODD (collectively “**Funds**”) within ten (10) business days after the Effective Date. Thereafter, Client may add additional Funds by providing written notice to QUODD (“**Changes**”). Changes will be processed as follows: (a) Changes received by QUODD by 10:00 A.M. Pacific Time on a business day shall be processed the same day; (b) Changes received after such time will be processed by the end of the next business day; and (c) if the Change is for a fund that is not currently in the QUODD system, the process to add such Fund may take three (3) business days but no more than ten (10) business days to complete.

2. QUODD Term. After a one- month trial period commencing upon the Effective Date hereof, the term of this Agreement shall continue for a period of one (1) year (the “**Initial Term**”). This Agreement shall automatically renew for additional one (1) year renewal terms (each a “**Renewal Term**”) unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then current term. The Initial Term and Renewal Term shall be referred to herein as the “**Term.**”

3. Fees. Client shall be invoiced for the services hereunder and shall pay the fees set forth in Exhibit A (the “**Fees**”) directly to AWS Marketplace. Client is responsible for all sales, use, value added, excise or other such taxes or similar charges imposed by any governmental authority on the fees payable hereunder or the use of the Licensed Data, excluding any such taxes imposed on VMS’ income.

4. Disclaimer. CLIENT ACKNOWLEDGES THAT THE LICENSED DATA IS OBTAINED BY QUODD FROM VARIOUS SOURCE PROVIDERS, AND AS SUCH, QUODD DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR COMPLETENESS OF THE

LICENSED DATA. QUODD HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S SOLE REMEDY AND VMS' SOLE LIABILITY FOR ANY ERROR IN ANY LICENSED DATA SHALL BE TO PROVIDE THE CORRECTED DATA.

5. Indemnification.

5.1 QUODD shall defend Client, and its affiliates and its and their officers, directors, employees, agents and providers against all claims, suits, actions or proceedings brought by third parties ("**Third Party Claims**") to the extent they are based on, and indemnify and hold harmless such persons and entities from any losses, damages, expenses, settlement amounts, costs and other liabilities (including attorneys' fees and court costs) awarded to or agreed to be paid in settlement to the plaintiff in such Third Party Claims ("**Losses**") to the extent they are caused by, the license granted hereunder infringing upon or misappropriating any intellectual property right of the plaintiff bringing the Third Party Claim, provided that if such a claim is made or in VMS' judgment is likely to be made, QUODD may, at its election, procure the right to continue using the applicable Licensed Data, replace such Licensed Data with a suitable replacement or, if neither of the foregoing are commercially reasonable, terminate this Agreement as it relates to such Licensed Data. The infringement indemnity set forth herein shall be Client's sole remedy, and VMS's sole liability, with respect to infringement of third party intellectual property rights.

5.2 Client shall defend VMS, and its affiliates and its and their officers, directors, employees, agents and providers against all Third Party Claims to the extent they are based on, and indemnify and hold harmless such persons and entities from any Losses to the extent they are caused by or arise from Client's use of the Licensed Data, whether in accordance with or in violation of this Agreement, including claims by others to whom Client has provided the Licensed Data or information derived in part from the Licensed Data.

5.3 The indemnified party shall provide prompt written notice of any Third Party Claim for which it seeks defense and indemnification under this Section 5, provided that any delay in providing such notice shall not relieve the indemnifying party of its obligations except to the extent prejudiced by such delay. The indemnified party shall have the right to defend any claim subject to this Section 5 at the indemnifying party's expense until the indemnifying party assumes the defense of the claim, provided that where a conflict of interest arises or may arise, the indemnified party shall have the right to continue to defend the claim at the indemnifying party's expense. The indemnifying party may not admit guilt, culpability or liability on the part of the indemnified party or any indemnitee without the indemnified party's prior written consent.

6. Ownership of Data. Client agrees that the Licensed Data (including the compilation and format of Licensed Data) provided by QUODD pursuant to this Agreement is the sole property of QUODD and its providers. Applicable terms and conditions of any third party provider are set forth in Exhibit B attached hereto.

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR PROVIDERS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS

CUSTOMERS OR TO ANY THIRD PARTY, FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT OR ANY PERFORMANCE OF FAILURE TO PERFORM HEREUNDER, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), WARRANTY OR OTHERWISE: (A) INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR ANY OTHER SUCH DAMAGES OF ANY KIND, OR FOR LOST PROFITS, LOST REVENUE, TRADING RELATED LOSSES OF ANY KIND (INCLUDING LOSSES RESULTING FROM ANY DELAY OR INABILITY TO CONDUCT TRADES), LOSS OF ANTICIPATED SAVINGS, LOSSES RESULTING FROM BUSINESS INTERRUPTION OR ANY SIMILAR LOSSES OF ANY KIND; OR (B) DAMAGES IN THE AGGREGATE FOR ALL CLAIMS HEREUNDER WHICH EXCEED THE FEES PAID BY CLIENT FOR THE LICENSED DATA ELEMENT(S) WHICH GIVES RISE TO THE CLAIM DURING THE THREE (3) MONTHS PRECEDING THE LATEST CLAIM. QUODD SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM A DELAY IN PROVIDING THE LICENSED DATA OR ANY DISCONTINUATION OF ANY LICENSED DATA AS A RESULT OF THE PROVIDER THEREOF NO LONGER PROVIDING SUCH DATA. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR TO ANY BREACH OF THE LICENSE OR OF ANY CONFIDENTIALITY OBLIGATIONS HEREUNDER OR TO CLIENT'S FAILURE TO PAY ANY AMOUNTS DUE HEREUNDER.

8. Confidentiality.

8.1 Definition. Each party (the “receiving party”) may receive or be exposed to information of the other party and/or its affiliates or its or their suppliers which is confidential and non-public, whether verbally or in writing, including business, financial and technical information (collectively, “**Confidential Information**”). Confidential Information shall not include information that the receiving party can demonstrate: (a) was, at the time of its disclosure, or thereafter becomes part of the public domain through no fault of the receiving party or its personnel, agents or subcontractors; (b) was known to the receiving party at the time of its disclosure from a source other than the disclosing party; (c) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (d) is publicly disclosed pursuant to subpoena, court order, or government authority, or any other law, rule or other legal requirement or the requirement of any stock exchange or similar body, provided that the receiving party has provided the disclosing party with sufficient prior written notice of such requirement to enable the disclosing party to seek to prevent or limit such disclosure or seek confidential treatment of such disclosure.

8.2 Obligations. Each party agrees to: (a) protect the Confidential Information of the other party from unauthorized use, access or disclosure using the same degree of care it uses to protect its own Confidential Information, and in all cases, no less than a reasonable degree of care; (b) use the Confidential Information of the other party solely in the course of performing its obligations hereunder; and (c) to make no disclosure of such information except in accordance with the terms of this Agreement. A party may disclose Confidential Information only to its employees, consultants and contractors who have an absolute need to know such Confidential Information in order to fulfill its obligations hereunder and who have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those

applicable hereunder.

8.3 Equitable Relief. Each party acknowledges that in the event of a breach of this Section 8, damages may not be an adequate remedy and the disclosing party shall be entitled to, in addition to any other rights and remedies available under this Agreement or at law or in equity, injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

9. General.

9.1 Entire Agreement. This Agreement supersedes all prior agreements, written and oral, with respect to the subject matter hereof, and, together with any other agreements executed contemporaneously with this Agreement, is the entire agreement between the parties and may not be amended except by written instrument executed by a duly authorized officer of each party.

9.2 Assignment. Client may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Company; provided, however, that such assignment shall be permitted in the event of a merger or acquisition of all or substantially all Client's assets. This Agreement shall be binding upon and inure to the parties and their respective successors and permitted assigns.

9.3 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles.

9.5 Disputes. Any dispute, difference or question relating to or arising among any of the parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof, will be submitted to, and settled by arbitration by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply the law set forth in above. The decision of the arbitrator will be binding (except that any mistake of law shall not be binding). Notwithstanding the foregoing or anything herein to the contrary, the arbitration requirements of this Agreement shall not apply where a party is seeking an equitable remedy or to issues related to the ownership of intellectual property. The arbitration shall be brought in Los Angeles County, California, and the exclusive forum for entering or appealing arbitration judgments, and for addressing matters which are not subject to arbitration, shall be the appropriate federal or state court sitting in Los Angeles County, California. The parties hereby waive all venue and choice of law defenses.

9.6 Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any term hereof.

9.7 Waiver. The failure of either party to insist upon performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

9.8 Notices. Notices in writing pursuant to this Agreement shall be sufficient if delivered or mailed by first class mail or by next-day courier or facsimile with confirmation of receipt at such other address as either party shall designate from time to time by written notice signed by an officer of the designating party.

9.9 Force Majeure. Each Party will be excused from any failure to perform hereunder to the extent caused by events beyond the reasonable control of such Party, including war, terrorism, fire, earthquakes, weather, governmental action, materials shortages, labor disputes and other such events; provided that the foregoing will not apply to payment obligations hereunder.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

EXHIBIT A: KEY TERMS

1. **Licensed Data.** The Licensed Data shall consist of the data elements set forth below which are noted with an “X” or “Yes,” which will be provided for each Fund (each a “**Data Element**”).

Data Elements	Included
Daily Bond Fund and Money Market Interest Rates (1), (2)	[X]

(1) Except as otherwise set forth herein, QUODD shall use commercially reasonable efforts to deliver this Licensed Data to Client electronically at the end of each trading day, provided that the sole remedy for any delay will be to provide the data the at the end of the next trading day.

(2) Data is subjected to verification using tolerances determined by Supplier. If values are outside of ranges, the applicable provider is contacted to verify the value.

2. **Fees.**

Annual subscription fees shall be invoiced and will be billed by AWS Marketplace directly.