



## Appendix A3 to Schedule 7 of the Information License Agreement

### CME Term SOFR Constituent Information

Appendix A3 Effective Date:

Schedule 7 Effective Date:

Agreement Effective Date:

#### 1. CME Term SOFR Constituent Information Use Packages

Internal Display, Non-Display Benchmark and CME Term SOFR Constituent Information Use Packages of Real Time Benchmark, Delayed Benchmark and Historical Benchmark Information

<b>CME Term SOFR Constituent Information Use Package Description</b>	<b>Fee/Fee Basis</b>	<b>Reporting Frequency/Unit of Count</b>	<b>Effective Date</b>
CME Term SOFR Constituent Information Direct Receipt of Data <i>Subscription: DataMine</i>		None	
CME Term SOFR Constituent Information Internal Display Device		None	
CME Term SOFR Constituent Information Non-Display Benchmark Use		None	
CME Term SOFR Constituent Information Benchmark Reconciliation Use		None	

#### 2. Definitions

**CME Term SOFR Constituent Information:** Information used in the calculation of the CME Term SOFR rate, such information includes but is not limited to; interval input information, initial price, bid/ask snapshots, final contract price, final futures VWAPs, final OIS VWAPs (upon inclusion in the methodology) and the FOMC dates used in the Term SOFR calculation model to project the path of Overnight SOFR.

**CME Term SOFR Constituent Information Initial Term:** the applicable Effective Date for each CME Term SOFR Constituent Information Use Package set forth in Section 1 until December 31 of that calendar year.

**CME Term SOFR Constituent Information Renewal Term:** each successive calendar year following the Initial Term.

**CME Term SOFR Constituent Information Term:** the Initial Term and all Renewal Terms.

### **3. Termination and Restrictions.**

- 3.1 Upon termination or expiration of the Appendix, except as otherwise required by applicable law, regulation or Licensee's established internal compliance requirements, Licensee shall immediately purge and destroy all CME Term SOFR Constituent Information and any portion or copies thereof from each Licensee Group entity's electronic systems and otherwise in its possession.
- 3.2 At CME's request, Licensee shall certify to CME in writing that Licensee has fully complied with the foregoing purge and destroy requirement. To the extent any CME Term SOFR Constituent Information remains stored in accordance with the aforementioned exception, no Licensee Group entity shall use such CME Term SOFR Information for commercial purposes.

### **4. CME Term SOFR Constituent Information License, Restrictions and Fees.**

#### **4.1 CME Term SOFR Constituent Information Internal Display Use**

- (a) Subject to the terms and conditions of this Agreement, including buy not limited to payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to display CME Term SOFR Constituent Information in the Internal Display Use Packages identified in section 1 of this Appendix for its internal business purposes only.

#### **4.2 CME Term SOFR Constituent Information Internal Non-Display Benchmark Use**

- (a) Subject to the terms and conditions of this Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to use the CME Term SOFR Constituent Information for Non-Display Benchmark Use identified in section 1 of this Appendix for its internal business purposes only, subject to the restrictions set out in Schedule 7 and the Information Policies. Except as set forth in this Appendix, no Licensee Group entity may display, distribute or create any derivative works based upon any CME Term SOFR Constituent Information without the prior written consent of CME.
- (b) In order to be licensed for CME Term SOFR Constituent Information Internal Non-Display Benchmark use, Licensee must maintain a CME Term SOFR Non-Display license.

#### **4.3 Additional CME Term SOFR Constituent Information Use**

- (a) Licensee agrees on behalf of each Licensee Group entity, that it has entered into a Market Data Agreement that grants CME Term SOFR Constituent Information Display Use or CME Term SOFR Constituent Information Non-Display Benchmark Use rights as required for the CME Term SOFR Constituent Information Benchmark Reconciliation Use licensed hereunder, and that the foregoing CME Term SOFR Constituent Information Benchmark Reconciliation Use rights are granted contingent on Licensee retaining a Market Data Agreement for Internal Display or Internal Non-Display Benchmark Use at all times Licensee is granted CME Term SOFR Constituent Information Use rights as set forth below.
- (b) Subject to the terms and conditions of this Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license, during the Term, to use the CME Term SOFR Constituent Information for the CME Term SOFR Constituent Information Benchmark Reconciliation Use Package identified in section 1 of this Appendix, subject to this section 4.3 and the restrictions set out in Schedule 7 and the Information Policies. Except as set forth in this Appendix, no Licensee Group entity may display or distribute or create any derivative works based upon any CME Term SOFR Constituent Information without the prior written consent of CME.
- (c) CME Term SOFR Constituent Information Benchmark Reconciliation Use – in order to be licensed for CME Term SOFR Constituent Information Benchmark Reconciliation Use, Licensee must hold a Non-Display Benchmark Use license or an Internal Display Use license for CME Term SOFR Constituent Information, as applicable.
  - (i) CME Term SOFR Constituent Information Use is the use of CME Term SOFR Constituent Information:



- (A) only for the reconciliation and replication of the CME Term SOFR rate,
- (B) in support of any CME Term SOFR Non-Display Benchmark Use activities,

**5. Additional Terms.**

- 5.1 This Agreement will commence with respect to each CME Term Constituent Information Benchmark Reconciliation Use Package license on the Effective Date set forth in Section 1 and, unless terminated will continue for the CME Term SOFR Constituent Information Initial Term and will automatically renew for successive CME Term SOFR Constituent Information Renewal Terms, unless a Party gives written notice at least ninety (90) days prior to the end of the CME Term SOFR Constituent Information Initial Term or the then current CME Term Constituent Information Renewal Term of its intent not to renew.
- 5.2 As of the Appendix A3 Effective Date, this Appendix A3 supersedes every prior Appendix A3 executed between the parties.
- 5.3 CME compiles, calculates, maintains, and owns rights in Benchmark Information. CME has been assigned certain trademarks, service marks, domain names and trade names. CME uses in commerce and has trade names and trademark rights to designations in connection with the Benchmark Information; Neither Licensee nor any of its Affiliates shall have access to or use of any of the Benchmark Information and/or trademarks without prior authorization from CME. Licensee's use of Benchmark Information and any related trademark is subject to additional terms and restrictions.

[signature page follows]

**IN WITNESS WHEREOF**, each of the Parties has caused this Appendix to be duly executed in its name and on its behalf by the officer or representative duly authorized.

	<b>Licensee</b>	<b>CME</b>
Signature		
Print Name		
Title		
Licensee		
Date of Signature		