

Appendix E to Schedule 7 of the Information License Agreement – CME Benchmark Information License.

Version 5.0

Appendix E Effective Date: _____

Schedule 7 Effective Date: _____

Agreement Effective Date: _____

Service/s:

Service Name	Service Type

1. Benchmark Information

Internal Display, Non-Display,

Benchmark Information Use Package Description	Fee/Fee Basis	Reporting Frequency/Unit of Count	Effective date

Usage Package Fees Marked with an * are displayed in the table below

Description	Fee Details

2. Definitions

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

Benchmark Information Renewal Term: each successive calendar year following the Initial Term.

Benchmark Information Term: the Initial Term and all Renewal Terms.

Non-Display Benchmark Use: For purposes of this Appendix E, Non-Display Benchmark Use includes non-viewable use of Benchmark Information:

- (1) for valuation, calculation of P&L, independent price verification, cash flow calculations, creation of pricing and discount curves;
- (2) for use in trading system, portfolio management applications and order processing, use within Automated Trading Systems, Semi-Automated Trading Systems and automated order routing;
- (3) for use in risk management tools and applications, research and analysis applications;
- (4) in connection with a licensed Benchmark Information use Package License set forth under the Section 1 table to this Appendix E to Schedule 7; or

- (5) Other non-display Benchmark Information use, with approval from CME; each solely as set forth in Section 1.

3. **Termination and Restrictions**

- 3.1 Upon termination or expiration of this Appendix, except as otherwise required by applicable law, regulation or Licensee's established internal compliance requirements, Licensee shall immediately purge and destroy all Benchmark Information and any portion or copies thereof from each Licensee Group's entities' electronic systems and otherwise in their possession.
- 3.2 At CME's request, Licensee shall certify to CME in writing that Licensee has fully complied with the foregoing use and purge and destroy requirement. To the extent any Benchmark Information remains stored in accordance with the aforementioned exception, Licensee shall not use such Benchmark Index Information for commercial purposes.

4. **Benchmark Information Internal License and Fees**

4.1 **Benchmark Information Internal Display Use**

- a. Subject to the terms and conditions of the Agreement including but not limited to the restrictions set out in Schedule 7 and the Information Policies and payment of the relevant Fees, CME grants Licensee Group, a limited, non-exclusive, non-transferable, non-sublicensable license during the term, to:
 - 1) display internally the Benchmark Information in the Internal Display Benchmark Information Packages identified in section 1 of this Schedule, within the Services for its internal business purposes only. Such Information may not be used for Non-Display Use without CME's prior written consent; and
 - 2) use the Information in the Non-Display Benchmark Information Use Packages identified in section 1 of this Schedule, for the specified type of Non-Display Benchmark Use identified in section 1. Such Information may not be displayed on any Device, without CME's prior written consent;
- b. Except as set forth herein, no Licensee Group entity may (i) distribute any such Benchmark Information to any third party, or (ii) create any derivative works based upon the Information, without the prior written consent of CME.
- c. Licensee must report all Internal Display Use of the Benchmark Information in accordance with Schedule 3, Reporting, on a per-Device Unit of Count, unless a different Unit of Count is identified in section 1 of this Appendix. The frequency of reporting is identified in section 1 of this Appendix.

4.2 **Other Internal Use**

- a. [insert provisions for maintaining Market Data Agreement.]

5. **Additional Terms**

5.1 **Benchmark Information Appendix E Term, Termination.** Notwithstanding anything to the contrary in the Agreement and subject to sections 5.2(b) and 5.6 of the body of the Information License Agreement, this Appendix E to Schedule 7 will be effective with respect to each Benchmark Information Use Package as of the effective date for such use in Section 1 of this Appendix E and will continue until December 31 of the then current calendar year ("Benchmark Information Appendix E Initial Term"). Thereafter, this Appendix will renew with respect to the applicable Benchmark Information Use for successive one-year periods (each a "Benchmark Information Appendix E Renewal Term") (the Benchmark Information Appendix E Initial Term and all Benchmark Information Appendix E Renewal Terms together are the "Appendix E Term") unless one party notifies the other party of its intent not to renew this Appendix with respect to Category 5 Use not less than ninety (90) Days prior to the end of the Benchmark Information Appendix E Initial Term or the then current Benchmark Information Appendix E Renewal Term. Either party may terminate this Appendix E to Schedule 7 as it relates to the relevant Benchmark Information Use Package with immediate effect in the event that any statute, rule, regulation,

court order, or other judicial, administrative agency or legislative decree materially impairs either its or the other party's ability to perform its obligations hereunder. Either party may remove an Index Product from the scope of Benchmark Information Use, effective at the end of the Benchmark Information Appendix E Initial Term or then current Benchmark Information Appendix E Renewal Term, by giving written notice at least ninety (90) Days prior to the end of the Benchmark Information Appendix E Initial Term or the then current Benchmark Information Appendix E Renewal Term as applicable. Notwithstanding the termination of any portion of the Agreement or any Schedule, all terms of this Agreement and the applicable Schedules will continue to apply to all use of the CME Benchmark Information under this Appendix throughout the Benchmark Information Appendix E Term.

- 5.2 As of the Appendix Effective Date, this Appendix E supersedes every prior Appendix E executed between the parties.
- 5.3 All Fees payable under this Appendix will automatically increase on an annual basis, from January 1 of each calendar year by a percentage amount based on inflation measured by the consumer price index data collected and published by the International Monetary Fund, provided that CME may choose to waive one or more annual Fee increases.



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.

	Licensee	CME
Signature		
Print Name		
Title		
Company		
Date of Signature		