This Vendor of Record Addendum (this "VOR") is made by and between Nasdaq Corporate Solutions, LLC, a Delaware limited liability company ("Corporate Solutions"), and Customer (as defined above).

WHEREAS, Customer accesses and uses, or may access and use in the future, products and/or services of Nasdaq Corporate Solutions, LLC, and its affiliates that are comprised, in whole or in part, of third-party content from one or more direct and/or indirect third-party providers that require (a) the vendor thereof to perform certain "vendor of record" services on behalf of Customer (e.g., user entitlements and usage reporting) and/or (b) Customer to comply with such third-party providers’ terms and conditions in respect of the third-party content in such products and/or services (such third-party content, "Third-Party Content"; each such third-party provider, a "Third-Party Provider"; and any such product and/or service, a "CS Application");

WHEREAS, Customer, on the one hand, and Nasdaq Corporate Solutions, LLC, or one of its affiliates, on the other hand, are, or may be in the future, parties to one or more underlying agreements pursuant to which Customer receives one or more CS Applications (each, a "Customer Agreement"); and

WHEREAS, Customer and Nasdaq Corporate Solutions, LLC are entering into this separate agreement covering only the Third-Party Content of such CS Application(s) so that, among other things, the terms and conditions applicable to such Third-Party Content may be transferred by Nasdaq Corporate Solutions, LLC (subject to the terms and conditions of this VOR) to an intermediate third-party provider in the event that Nasdaq Corporate Solutions, LLC or its affiliate, as applicable, at any time during the term of a Customer Agreement, sources Third-Party Content from such intermediary that will serve as the vendor of record vis-à-vis a Third-Party Provider (an "Intermediate VOR").

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. TERM

1.1 This VOR is effective as of the date it is fully-executed by Customer and Nasdaq Corporate Solutions, LLC and shall continue for so long as any Customer Agreement remains in effect. In respect of each Third-Party Content set, this VOR shall terminate on the date on which the applicable Customer Agreement expires or is terminated in respect of such Third-Party Content set. In the event that Nasdaq Corporate Solutions, LLC or any of its affiliates, on the one hand, and Customer, on the other hand, enter into a Customer Agreement after this VOR has terminated (i.e., because there are no Customer Agreements then in effect), this VOR shall again become effective as of the effective date of such Customer Agreement and shall remain in effect until terminable in accordance with the terms of this Section 1.1. Notwithstanding the foregoing, in the event that Nasdaq Corporate Solutions, LLC at any time during the term of a Customer Agreement, sources Third-Party Content from an Intermediate VOR, and, in connection therewith, Nasdaq Corporate Solutions, LLC assigns a copy of this VOR to such Intermediate VOR in accordance with Section 8.1 hereof, this VOR shall be deemed effective between Customer and such Intermediate VOR as of the effective time of such assignment and shall continue between such
1.2 In the event of a conflict between this VOR and a Customer Agreement, the terms of this VOR shall control.

1.3 Any modification of this VOR by Customer shall nullify and make void this VOR unless ratified in writing by Corporate Solutions.

2. VENDOR OF RECORD SERVICES

2.1 In respect of each Third-Party Content set, Corporate Solutions or one of its affiliates shall serve as the "vendor of record" vis-à-vis the applicable Third-Party Provider and Corporate Solutions shall be responsible for the vendor of record services required by such Third-Party Provider. Customer hereby authorizes Corporate Solutions to serve as vendor of record for any Third-Party Content set that Customer receives or accesses in a CS Application.

3. TERMS OF USE

3.1 Subject to the terms and conditions of the applicable Customer Agreement and this VOR, during the term of such Customer Agreement, Authorized Users (as defined below) may access and use the Third-Party Content in the applicable CS Application and use such Third-Party Content in the ordinary course of business. "Authorized User" means (i) a single employee of Customer or one of its Authorized Affiliates (as defined below) that Customer has identified to, and has been approved by, Corporate Solutions or its affiliate, if the applicable CS Application is password-protected, or (ii) any natural person, if the applicable CS Application is not password-protected. "Authorized Affiliate" means an affiliate of Customer that Customer has identified to Corporate Solutions or its affiliate and is permitted to use the Third-Party Content according to the terms and conditions of the Customer Agreement.

3.2 Customer is prohibited from distributing or redistributing any Third-Party Content or creating any derivative work using all or any part of Third-Party Content. Customer shall ensure that Authorized Users only use Third-Party Content within the CS Application in which it is accessed and do not export Third-Party Content to any other product or service, including, without limitation, any other application, file or document. Notwithstanding the foregoing, Customer may permit Authorized Users to copy or download, as applicable, and use an insubstantial amount of static Third-Party Content (i.e., an amount having no independent commercial value and data that is non-streaming) from the applicable CS Application on an ad hoc basis, which may be used in reports, charts and similar presentations to Customer's employees, officers, directors, consultants, and advisors and the investment community. Customer shall ensure that Authorized Users use the Third-Party Content in compliance with applicable laws and regulations, the applicable Customer Agreement and this VOR.

3.3 If the applicable CS Application is password-protected: (a) Customer shall prohibit Authorized Users from sharing user IDs and passwords or any other security features associated with the Third-Party Content with anyone; (b) if Customer learns or suspects that any security feature was revealed to or obtained by any unauthorized individual, or if an individual ceases to be an Authorized User, Customer must promptly notify Nasdaq Corporate Solutions, LLC in writing; and (c) Corporate Solutions may change security features for security reasons and will notify Customer if it does so.

3.4 Customer shall take reasonable measures to secure Third-Party Content in its computing environments, if applicable. Customer shall cooperate with Corporate Solutions’ reasonable security investigations and will use commercially reasonable efforts to promptly notify Nasdaq Corporate Solutions, LLC whenever Customer learns or suspects that the security of the Third-Party Content was or might be adversely affected.

3.5 From time to time, Customer may be required, as a condition of access or continued access to Third-Party Content, to comply with additional terms required by a Third-Party Provider. Those terms shall be legally binding on Customer. Corporate Solutions may provide notice of such Third-Party Provider terms at http://business.nasdaq.com/help/3rd-party-terms/index.html (or any successor hyperlink). Customer may also be notified of restrictions within the CS Application or directly by the Third-Party Provider. Third-Party Providers may also have the right to require that Corporate Solutions suspend or terminate Customer’s access to such Third-Party Content and, in such event, Corporate Solutions shall have no liability to Customer.

4. INTELLECTUAL PROPERTY

4.1 As between Corporate Solutions and Customer, the Third-Party Content and any applicable CS Application symbology are the valuable intellectual property of Corporate Solutions. Except as set forth in the applicable Customer Agreement and this VOR, Customer may not use Corporate Solutions’ or any of its affiliates’ or licensors’ names or trademarks (or any derivative thereof) without Corporate Solutions’ prior written consent. Customer shall not remove or conceal any proprietary notice of any Third-Party Provider incorporated into any Third-Party Content.

5. LIMITATIONS OF LIABILITY

5.1 Customer acknowledges and agrees that Customer’s and its Authorized Users’ use of any Third-Party Content shall be at Customer’s risk, the Third-Party Content does not constitute a recommendation to buy or sell securities of any kind, and none of Corporate Solutions, its affiliates or any Third-Party Provider has undertaken any liability or obligation relating to the purchase or sale of securities for or by Customer or its Authorized Users.

5.2 EXCEPT AS EXPRESSLY STATED IN THIS VOR, CORPORATE SOLUTIONS AND EACH THIRD-PARTY PROVIDER IS PROVIDING THE THIRD-PARTY CONTENT "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR
8.5 Sections 3, 4, 5, 6, 7 and 8 shall be applicable to Third-Party Providers to the same extent as Corporate Solutions, and Corporate
Solutions may exercise such rights on behalf of such Third-Party Providers.

Version: June 9, 2021

IN WITNESS WHEREOF, EACH PARTY HAS CAUSED THIS VOR TO BE EXECUTED BY ITS DULY AUTHORIZED SIGNATORY.

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Form Created By: on ; Form Last Updated By on , Form Owned By:

* Indicates a field required for submission.

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