



### **Third Party Data Provider Terms – Sanctions Monitoring and Infrastructure Service**

The provider, BigTXN Limited (“**BIGTXN**”) of the sanctions data (“**Data**”) that forms part of the Sanctions Monitoring and Infrastructure Service, requires that FundApps pass on the additional terms as set out here prior to providing the Sanctions Monitoring and Infrastructure Service to the Client.

The Client agrees to the following additional terms for the Sanctions Monitoring and Infrastructure Service only:

- a) that the Data shall only be used for internal business purposes only and for use related to complying with regulatory requirements;
- b) access to the Data will be limited to the Client and its Users only;
- c) that the Client may not:
  - i. distribute the Data by making the Data (wholly or in part) accessible (including the provision of access through a database or other application populated with the Data, re-selling, sub-licensing, transferring or disclosing the Data) by any means, including any electronic means, except as provided below pursuant to an active OMS Integration subscription;
  - ii. use the Sanctions Monitoring and Infrastructure Service for any purpose contrary to any law or regulation or any regulatory code, guidance or request; or
  - iii. remove any trade marks or identifiers associated with the Sanctions Monitoring and Infrastructure Service;
- d) that the Client is bound by any legends, disclaimers, and notices appearing from time to time in connection with the Sanctions Monitoring and Infrastructure Service;
- e) that the Client recognise BIGTXN's Intellectual Property Rights;
- f) that FundApps may suspend or terminate the Sanctions Monitoring and Infrastructure Service to the Client immediately on breach of any of the above provisions and for any material breach by the Client of any provision of the FundApps General Terms;
- g) that all warranties or representations as to, and all liabilities whether in contract, tort (including negligence) or otherwise in relation to, the quality, fitness for purpose, accuracy, completeness or timeliness of the Data or the Sanctions Monitoring and Infrastructure Service or as to the results to be attained by or (whether or not based on the Data) as to any course of action determined by the Client are (to the extent permitted by law) excluded or (to the extent that any such exclusion is not permitted by law) limited to the minimum sum likely in all the circumstances to be legally enforceable, vis-à-vis BIGTXN;
- h) that the Order Form between FundApps and the Client for the Sanctions Monitoring and Infrastructure Service may be terminated in the event that the agreement between FundApps and BIGTXN is terminated for any reason. Unless such termination was due to a breach by the Client of these additional terms, in the event of such termination, FundApps shall issue a pro-rated refund of the Fees paid by the Client for the Sanctions Monitoring and Infrastructure Service in that Contract Year; and
- i) that copies of the Data and the materials provided for the Sanctions Monitoring and Infrastructure Service may only be made to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing.



### **Sanctions Pre-Trade OMS Integration**

1. The Sanctions Pre-Trade OMS Integration is a continuous delivery system that enables the Client's OMS provider to receive the Data from FundApps on the Client's behalf for the Client's exclusive use and benefit within their order management system. An order management system ("OMS") is defined as a digital platform used by the Client to execute, track, and manage the lifecycle of security trade orders. Clients subscribed to the Sanctions Pre-Trade OMS Integration are required to specify their OMS provider on their Order Form at the time of subscription.
2. In addition to the terms above, Sanctions Pre-Trade OMS Integration Clients agree to the following additional terms for the Sanctions Pre-Trade OMS Integration component of their Sanctions Monitoring and Infrastructure Service:
  - (a) The Client acknowledges and agrees that the OMS provider will be considered a "User" for the limited purpose of receiving and enabling the Subscriber's use of the Sanctions Pre-Trade OMS Integration.
  - (b) The Client remains liable for compliance with the obligations of these Third Party Data Provider Terms and for any acts or omissions of the OMS provider that cause Client to breach any of its obligations under these Third Party Data Provider Terms.
  - (c) The Client will notify FundApps of any intended changes to the OMS provider with at least thirty (30) days' prior written notice. A change in the Client's OMS provider may impact, interrupt or delay Client's use of the Sanctions Pre-Trade OMS Integration. For avoidance of doubt, Client's termination of their agreement with the OMS provider will not terminate the Order Form between the Client and FundApps.
  - (d) In addition to the terms provided in these Third Party Data Provider Terms, the Client shall ensure that it enters into an agreement with the OMS provider that includes the following obligations imposed on the OMS provider:
    - (i) The OMS provider will not use the Data for any purpose other than providing the Client with the Sanctions Pre-Trade OMS Integration.
    - (ii) The Data will be processed in a single-tenant or isolated processing environment, with any such Data provided being purged from said environment at the end of each business day.
    - (iii) The OMS provider will be prohibited from using Data to train or enhance any AI Features. AI Features are any large language models (LLMs) or other machine learning or artificial intelligence features of a software service.
    - (iv) The OMS provider will not obtain any intellectual property or other rights, title or interest in the Data through its receipt and use of the Data.
    - (v) The OMS provider will review Service Documentation and confirm it is able to receive and process the Data in accordance with the product specifications therein. The Service Documentation for the Sanctions Pre-Trade OMS Integration is made available by FundApps online via <http://docs.fundapps.co> or such other address as may be notified to the Client from time to time. FundApps reserves the right to modify the Service Documentation at any time in accordance with the terms of the Agreement.
- i. FundApps may change at any time change the content, format or nature of the Data, and the means of access to the Services, provided that such changes do not materially alter the nature or scope of the Services or negatively impact Client's use of or access to the Services and it provider as much prior notice to the Client as is reasonably practicable. Any changes shall not result in a decrease in the



- performance, functionality, or availability of the Services and shall not be detrimental to Reseller's business operations or objectives.
- ii. FundApps may suspend or terminate the Sanctions Pre-Trade OMS Integration immediately upon the actual or reasonably suspected material breach of these terms by the OMS provider.
  - iii. The OMS provider will promptly notify FundApps if 1) it terminates its agreement with the Client, or 2) changes the terms of the Agreement such that it is no longer able to enable the Client to use Sanctions Pre-Trade OMS Integration.

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Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above. In the event Client has a CGS License Agreement that



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#### **MORNINGSTAR RESTRICTIONS**

- a) Client may utilize the Market Data within the Service but only as described herein.
- b) A Client may not export more than an insubstantial amount of the Market Data from the Service.
- c) Any Market Data output may only be distributed if all of the following conditions are met:
  - i. the Market Data output is incorporated into and distributed as a value-add report or presentation, which must be created using a part of the functionality available in the Service. The Market Data output may not be distributed as a standalone product;
  - ii. the Market Data output is only distributed on a limited, ad hoc basis and not used as part of a general mailing or included in external websites or distributed in other mass communication vehicles or formats, including, but not limited to, advertisements; and,
  - iii. the Market Data output is not resold by the Client.
- d) Notwithstanding any other right provided to FundApps hereunder, in the event the Client maintains or oversees one or more investment vehicles (e.g., a mutual fund) (each such investment vehicle, a "Licensee Fund"), the Client may not use any portion of the Market Data to market or otherwise promote any Licensee Fund, unless Client first secures a separate license for the Morningstar® Essentials package for the Licensee Fund(s) in question.