

TIAA Data Recipient Customer Agreement

In order to provide you with market data we, TIAA, require that you, the end user, agree to the terms and conditions contained in the following agreements, as described more fully below:

- **Data Recipient Agreement 1: TIAA Market Data Recipient Agreement**
- **Data Recipient Agreement 2: CME Group Subscriber Agreement for the DJIA Index and S&P Index**

In order for TIAA to provide Brokerage clients with real-time quotes, the following exchanges (vendors) require that you, the end user of real-time quotes, agree to certain terms and conditions. To take advantage of this valuable benefit, you must read and accept the Agreements below. The exchanges require us to make sure you review and understand the information in the Agreements, which contain terms and conditions relating to the use of real-time quotes data, professional and non-professional classifications, liability for trading losses, and disclosures regarding the accuracy and completeness of data. Please read each of the five (5) Agreements, below:

- **Real Time Agreement 1: Non-Professional Disclosure**
- **Real Time Agreement 2: New York Stock Exchange and American Stock Exchange (NYSE)**
- **Real Time Agreement 3: NASDAQ Stock Market, Inc. (NASDAQ)**
- **Real Time Agreement 4: Options Price Reporting Authority (OPRA, governs option quotes)**
- **Real Time Agreement 5: OTC Markets**

In order for TIAA to provide Brokerage clients with data from the following vendors you, the end user of brokerage data, must agree to certain terms and conditions:

- **Brokerage Data Agreement 1: AAM Subscriber Agreement**
- **Brokerage Data Agreement 2: MSCI Subscriber Agreement**

These agreements will take some time to review. We strongly encourage you to read them as soon as possible. TIAA Brokerage clients will not be able to access real-time quotes or research the market unless you agree to the terms and conditions of these vendors.

In the context of these agreements you, the end user, are the subscriber and we, TIAA, are the licensee. You (customer and individual subscriber, or subscriber group) represent and acknowledge that you have read this Agreement, understand it, and agree to be bound by the following terms and conditions with respect to your use of third party market and exchange data provided by TIAA (“Licensee”) and its third party vendors. Subscriber Group is defined as Subscriber and Subscriber Affiliates who receive information directly or indirectly from Licensee under the terms of a Subscriber Agreement.

By accessing market data on TIAA.org you are agreeing to the following:

Data Recipient Agreement 1: TIAA Market Data Recipient Agreement

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. MARKET DATA DEFINITION – For all purposes of this Agreement, "Market Data" means information and data pertaining to listed and over the counter derivatives contracts (including without limitation swaps and futures) and options contracts or similar derivative instruments as well as index data and analytics data. Market Data may include, without limitation, opening and closing prices, high-low prices, settlement prices, current bid and ask prices, open interest information, last sale prices, price limits, requests for quotations, fixing prices, data curves, estimated and actual volume data, contract specifications and fast or late messages. With respect to Subscriber's obligations under this Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.

2. PROPRIETARY NATURE OF DATA – Subscriber acknowledges and agrees that market data vendors and exchanges have exclusive and valuable property rights in and to the Market Data, that such Market Data constitutes valuable confidential information, trade secrets and/or proprietary rights of the vendor, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the vendor and that, but for this Agreement, Subscriber would have no rights or access to such Market Data.

Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to the vendor for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that the vendor shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. RECEIPT OF MARKET DATA BY SUBSCRIBER.

(a) Subscriber acknowledges that, notwithstanding any agreement, TIAA or vendors may, in their discretion, discontinue disseminating Market Data or change or eliminate their own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that TIAA reserves the right to disapprove any Subscriber and to terminate any Subscriber's receipt of Market Data for any reason or no reason.

(b) Subscriber shall not furnish Market Data to any other person or entity. If Subscriber is a Nonprofessional Subscriber (as defined below), he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business. Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber.

(c) Subscriber will use its best efforts to ensure that no unauthorized dissemination of the Market Data is permitted.

4. DISCLAIMER OF WARRANTIES. MARKET DATA IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER AGREES THAT THE MARKET DATA IS PROVIDED ON AN

“AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. USER AGREES THAT NEITHER THE DISTRIBUTOR OR THE EXCHANGE NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, NOR ANY LICENSOR TO EXCHANGE MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

LIMITATIONS OF LIABILITY AND DAMAGES. SUBSCRIBER AGREES THAT THE DISTRIBUTOR, THE EXCHANGE, NOR THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF THE MARKET DATA, NOR SHALL ANY OF THEM BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN MARKET DATA, OR IN THE TRANSMISSION THEREOF, OR FOR ANY OTHER DAMAGES ARISING IN CONNECTION WITH SUBSCRIBER’S RECEIPT OR USE OF MARKET DATA, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART, A FORCE MAJEURE EVENT OR ANY OTHER CAUSE. THE DISTRIBUTOR, THE EXCHANGE, ITS AFFILIATES, THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, LIABILITY OR OTHER DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE MARKET DATA THEREUNDER, INCLUDING BUT NOT LIMITED TO ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR THE MARKET DATA OR (ii) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY SUBSCRIBER, ITS CUSTOMERS OR ANY OTHER ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS. THE DISTRIBUTOR, THE EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO THE SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT DISTRIBUTOR, EXCHANGE AND ITS AFFILIATES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO THIS AGREEMENT AND THE MARKET DATA, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF DISTRIBUTOR, EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS SHALL NOT EXCEED THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS (\$50.00), WHICHEVER IS LESS.

5. SURVIVAL. This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, TIAA may terminate or change this Agreement at any time, whether at the direction of vendors or otherwise. Paragraphs 2, 3,4 and 6 survive any termination of this Agreement.

6. INDEMNIFICATION. Subscriber will indemnify, defend and hold TIAA, the licensee, and all vendors, and its respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Agreement, including, without limitation, any liability, loss or damages (including, without limitation, attorneys’ fees and other expenses) caused by Subscriber’s failure to comply with the terms of this agreement.

7. MISCELLANEOUS - The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person manifesting assent to this agreement below represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

ACCEPTED AND AGREED: By accessing market data on TIAA.org, I, the 'Subscriber' to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions. In addition, I manifest my assent to, and my agreement to comply with, the terms and conditions of all vendor Subscriber agreements referred to below.

Data Recipient Agreement 2: CME Group Subscriber Agreement for the DJIA Index and S&P Index

CME Subscriber agreement (Schedule 5 to the Information License Agreement) available at www.CMEgroup.com.

Subscriber:

- a) must not redistribute Information (as defined in Schedule 5) outside of Subscriber Group;
- b) must not misrepresent Information or deface or remove any trademarks transmitted with Information;
- c) must not use Information for any illegal purpose;
- d) must not use Information for Non-Display Use and must not create derivative works (including, without limitation, any index, indicative value, net asset value, investment product, financial contract, (including, without limitation, contracts for difference or spread betting), settlement value or investment strategy) based on the Information unless Subscriber is licensed to do so by S&P DJI;
- e) must recognize all Intellectual Property Rights as acknowledged between Licensee and S&P DJI.
- f) must maintain all records and provide all information required by each Licensee Group entity to meet Licensee's record-keeping, reporting and payment obligations to S&P DJI;
- g) must allow S&P DJI or any auditors acting on behalf of S&P DJI to audit Subscriber records and use of Information;
- h) shall obtain and provide any consent that may be required under all applicable laws, including the EU's General Data Protection Regulation, as may be needed for S&P DJI or any auditors acting on behalf of S&P DJI to review and receive Personal Data, including but not limited to Personal Data pertaining to Subscribers or representatives of Licensee group, where requested by S&P DJI for purposes of verifying or ensuring compliance with Licensee's obligations to S&P DJI or where requested by regulatory authority or pursuant to a valid court order, subpoena, or other legal instrument;
- i) agrees that in addition to any other remedy, any Licensee Group entity may immediately suspend or terminate distribution of Information to Subscriber if Licensee or any Licensee Group entity has reason to suspect noncompliance with any of the Subscriber Agreement terms or if Licensee is required by S&P DJI to

do so for any reason;

j) shall not distribute or permit distribution of Information to any entity: located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control; and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List;

k) acknowledges and agrees that to the maximum extent permitted by law, no CME Group entity nor S&P DJI Group entity nor any of their respective officer, directors, member, employees, agents, consultants or licensors shall have any liability to any Subscriber Group entity arising from use of Information; and

l) acknowledges and agrees that S&P DJI is a third-party beneficiary of the Subscriber Agreement, is entitled to the rights and benefits thereunder, and may enforce the provisions of the Subscriber Agreement directly against Subscriber as if it were a party thereto.

Exchange Agreement 1: Non-Professional Disclosure

Non-Professional Definition:

A non-professional refers to a natural person, who is applying/acting in a personal capacity, as neither a principal, officer, partner, employee, nor agent of any business, nor on behalf of any individual. A non-professional is a person who obtains information for their own investment purposes and not for any business purposes.

The person cannot be registered or qualified with*: The Securities Exchange Commission (SEC) in any capacity; The Commodities Futures Trading Commission; Any state securities agency; Any securities exchange or association; Any commodities or futures contract market or association.

* Or foreign organizational equivalents.

Furthermore, a non-professional person can be neither (a) an investment advisor (as that term is defined in Section 201(II) of the Investment Advisors Act of 1940, whether or not registered or qualified under that Act); (b) a person employed by a bank, or other organization exempt from registration under federal and/or state securities laws, to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt; or (c) a person engaged as a consultant, independent contractor, software developer, or other person that uses market information for any purpose for profit other than the trading of that person's own personal account(s).

Exchange Agreement 2: New York Stock Exchange and American Stock Exchange (NYSE)

NYSE Subscriber Agreement available at www.nyse.com.

New York Stock Exchange ('NYSE') Subscriber Agreement - AGREEMENT FOR MARKET DATA DISPLAY SERVICES (Electronic Version)

TIAA ('Vendor') agrees to make 'Market Data' available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ('Subscriber') agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability.

SECTION 1: TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. MARKET DATA DEFINITION - For all purposes of this NYSE Agreement for Market Data Display Services, 'Market Data' means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ('NYSE'), (b) such bond and other equity last sale and

quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an 'Authorizing SRO') may make available and as the NYSE may from time to time designate as 'Market Data'; and (c) all information that derives from any such information.

2. PROPRIETARY NATURE OF DATA - Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. ENFORCEMENT - Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. DATA NOT GUARANTEED - Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an 'Other Data Disseminator') and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the 'Disseminating Parties') guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any 'force majeure' (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. PERMITTED USE - Subscriber shall not furnish Market Data to any other person or entity. If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION - Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. DURATION; SURVIVAL - This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

8. MISCELLANEOUS - The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person manifesting assent to this agreement below represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization,

represents and warrants that he or she has actual authority to bind the organization.

ACCEPTED AND AGREED: I, the 'Subscriber' to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions.

Exchange Agreement 3: NASDAQ Stock Market, Inc. (NASDAQ)

NASDAQ Subscriber agreement available at www.NASDAQ.com.

Per the TIAA Market Data Recipient Agreement above, Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 6) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information.

Exchange Agreement 4: Options Pricing Reporting Authority (OPRA)

OPRA Electronic Subscriber Agreement available at www.www.opraplan.com/document-library.com.

Per the TIAA Market Data Recipient Agreement above, I, Subscriber, acknowledge that OPRA Data is and shall remain the property of the OPRA Participant on which a reported transaction took place or a reported quotation was entered.

Exchange Agreement 5: OTC Markets

OTC Market Group Subscriber Agreement available at www.otcmarkets.com.

Per the TIAA Market Data Recipient Agreement above, I, Subscriber shall defend, be liable to, indemnify against, and hold OTC Markets Group, its employees, directors, officers, Third Party Information Providers and other agents (collectively, "OTC Markets Group Indemnified Parties") harmless from and against any and all Claims and Losses imposed on, incurred by or asserted against any of the OTC Markets Group Indemnified Parties, as such Claims and Losses are incurred, as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement.

TIAA, Subscriber and OTC Markets Group shall indemnify and hold harmless (and in every case, OTC Markets Group shall be permitted solely to defend and settle) each other and their respective officers, directors, employees, and other agents, against any Claims and Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment, or other property, provided, however, that in the event that such Claim and Loss relates to or results from Information that was modified or altered in any way by a person or entity other than OTC Markets Group, then TIAA, Subscriber and OTC Markets Group shall not indemnify and hold harmless each other and their respective officers, directors, employees, and other agents, against any such Claim and Loss. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims and Losses and providing cooperation in the defense of the Claims and Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

Brokerage Agreement 1: Advisors Asset Management, Inc. (AAM) Data Subscriber Agreement

I, Subscriber, represent and acknowledge that I have read this Advisors Asset Management, Inc. (AAM) Data Subscriber Agreement, understand it, and agree to be bound by the following terms and conditions with respect to my use of the data ("Data") provided by Advisors Asset Management, Inc. ("AAM"):

1. Subscriber will use the Data solely for internal purposes and will not redistribute the Data in any form or manner to any third party;
2. Subscriber will not use or permit anyone else to use the Data in connection with the creating, managing, advising, writing, trading, marketing or promotion of any securities or financial instruments or products, including, but not limited to, funds, synthetic or derivative securities (e.g., options, warrants, swaps, and futures), whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise or to create any indices (custom or otherwise);
3. Subscriber will treat the Data as proprietary to AAM. Further, Subscriber acknowledges that AAM is the sole and exclusive owner of the Data and any trade secrets, copyrights, trademarks and other intellectual property rights in or to the Data;
4. Subscriber will not (i) copy any component of the Data, (ii) alter, modify or adapt any component of the Data, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works, or (iii) make any component of the Data available to any other person or organization (including, without limitation, the Subscriber's present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement;
5. Subscriber is obligated to reproduce on all permitted copies of the Data all copyright, proprietary rights and restrictive legends appearing on the Data;
6. Subscriber assumes the entire risk of using the Data and agrees to hold AAM harmless from any claims that may arise in connection with any use of the Data by the Subscriber or its permitted affiliates;
7. AAM may, in its sole and absolute discretion and at any time, terminate the Subscriber's right to receive and/or use the Data.
8. AAM is a third party beneficiary of the Subscriber Agreement and is entitled to enforce all provisions of this Agreement relating to the Data.
9. **DISCLAIMER OF WARRANTIES AND LIABILITY: THE DATA IS PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS. TIAA, ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). TIAA, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

SUBSCRIBER ASSUMES THE ENTIRE RISK OF ANY USE SUBSCRIBER MAY MAKE OF THE DATA. IN NO EVENT SHALL TIAA, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, BE LIABLE TO THE SUBSCRIBER, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF THE SUBSCRIBER TO USE THE DATA, REGARDLESS OF THE FORM OF ACTION, EVEN IF TIAA, ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES; and

10. Indemnification: Subscriber agrees to indemnify and hold harmless TIAA, its information providers, and any other third party involved in or related to the making or compiling of the Data, their affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, as incurred, arising in any manner out of the Subscriber's or any third party's use of, or inability to use, the Data or any breach by the Subscriber of any provision contained in this Advisers Asset Management, Inc. (AAM) Data Subscriber Agreement.

Brokerage Agreement 2: MSCI Data Subscriber Agreement

I, Subscriber, represent and acknowledge that I have read this MSCI Data Subscriber Agreement, understand it, and agree to be bound by the following terms and conditions with respect to my use of the MSCI data ("Data"):

1. Subscriber will use the Data solely for internal purposes and will not redistribute the Data in any form or manner to any third party;
2. Subscriber will not use or permit anyone else to use the Data in connection with the creating, managing, advising, writing, trading, marketing or promotion of any securities or financial instruments or products, including, but not limited to, funds, synthetic or derivative securities (e.g., options, warrants, swaps, and futures), whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise or to create any indices (custom or otherwise);
3. Subscriber will treat the Data as proprietary to MSCI. Further, Subscriber acknowledges that MSCI is the sole and exclusive owner of the Data and any trade secrets, copyrights, trademarks and other intellectual property rights in or to the Data;
4. Subscriber will not (i) copy any component of the Data, (ii) alter, modify or adapt any component of the Data, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works, or (iii) make any component of the Data available to any other person or organization (including, without limitation, the Subscriber's present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement;
5. Subscriber is obligated to reproduce on all permitted copies of the Data all copyright, proprietary rights and restrictive legends appearing on the Data;
6. Subscriber assumes the entire risk of using the Data and agrees to hold MSCI harmless from any claims that may arise in connection with any use of the Data by the Subscriber or its permitted affiliates;
7. MSCI may, in its sole and absolute discretion and at any time, terminate the Subscriber's right to receive and/or use the Data.
8. MSCI is a third party beneficiary of the Subscriber Agreement and is entitled to enforce all provisions of this Agreement relating to the Data.
9. **DISCLAIMER OF WARRANTIES AND LIABILITY: THE DATA IS PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS. TIAA, ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). TIAA, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR**

RELATED TO THE MAKING OR COMPILING OF THE DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

SUBSCRIBER ASSUMES THE ENTIRE RISK OF ANY USE SUBSCRIBER MAY MAKE OF THE DATA. IN NO EVENT SHALL TIAA, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, BE LIABLE TO THE SUBSCRIBER, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF THE SUBSCRIBER TO USE THE DATA, REGARDLESS OF THE FORM OF ACTION, EVEN IF TIAA, ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES; and

10. Indemnification: Subscriber agrees to indemnify and hold harmless TIAA, its information providers, and any other third party involved in or related to the making or compiling of the Data, their affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, as incurred, arising in any manner out of the Subscriber's or any third party's use of, or inability to use, the Data or any breach by the Subscriber of any provision contained in this MSCI Data Subscriber Agreement.

TIAA Brokerage, a division of TIAA-CREF Individual & Institutional Services, LLC, Member FINRA and SIPC, distributes securities. Brokerage accounts are carried by Pershing, LLC, a subsidiary of The Bank of New York Mellon Corporation, Member FINRA, NYSE, SIPC.

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