

Appendix: Commercial Paper/Institutional Certificates of Deposit Data Service

This Appendix, as may be amended from time to time, relates to the Service described below. It is a part of, and is subject in all respects to, the DTCC Solutions LLC Operating Procedures, as published by the Company and amended from time to time (the “Operating Procedures”). Unless the context otherwise indicates, all terms defined in the Operating Procedures shall have the same meanings in this Appendix.

Service: Commercial Paper/Institutional Certificates of Deposit Data Service (the “Service”)

General Information:

The Company may provide to Users requesting this Service access to certain transaction data relating to Dealer Placed Transactions and Directly Placed Transactions for Commercial Paper and Institutional Certificates of Deposit in accordance with the Terms of Service set below (collectively “Data”). The Data offered by this Service is derived from transactions processed and/or settled by The Depository Trust Company (“DTC”), an affiliate of the Company.

The Service is an output service of the Company, providing Users the ability to access the Data. Accordingly, to the extent a User submits no Records to the System as part of the Service, references to “Records” in the Operating Procedures are inapplicable to such User with respect to the Service.

Definitions:

Commercial Paper: The term “Commercial Paper” means an unsecured, short-term promissory note issued by a corporation, with a fixed maturity date of no more than 270 days. Proceeds from the sale of Commercial Paper are used to meet short term debt obligations of the issuing corporation, such as payroll and inventories and cannot be used on fixed assets, such as a new plant, without Securities and Exchange Commission involvement.

Dealer Placed Transactions: The term “Dealer Placed Transactions” means Commercial Paper or Institutional Certificates of Deposit delivered by the dealer to custodian banks and/or other dealers.

Directly Placed Transactions: The term “Directly Placed Transactions” means Commercial Paper or Institutional Certificates of Deposit delivered by the issuing and paying agents (IPAs) directly to custodian banks.

Institutional Certificate of Deposit: The term “Institutional Certificate of Deposit” means a debt instrument issued by a bank or other financial institution to investors. In exchange for lending the financial institution money for a predetermined length of time, the investor is paid a set rate of interest. Maturities on certificates of deposit can range from only a few weeks to several years, with the interest rate earned by the investor increasing in proportion to the time its capital is tied up in the investment.

Terms of Service:

Data Delivery; Limitation on Liability:

The Data shall be delivered in accordance with one of the following schedules, as specified in writing by the User and approved by the Company (all times are Eastern Time):

- (i) Approximately: 12pm (noon), 3pm and 7pm; or
- (ii) Intraday (approximately: 12pm (noon) and 3pm); or
- (iii) End of Day (approximately: 7pm);

on business days in which DTC processes the Data.

Neither the Company nor DTC, nor any of their affiliates, will be responsible to any User for the completeness or accuracy of any Data accessed by any User, nor for any errors, omissions or delays which may occur in the transmission of such Data to a User.

User Responsibilities: CUSIP Data

Each User agrees and acknowledges that the Data may contain CUSIP data such as numbers and descriptions which are and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's CUSIP Service Bureau ("CSB") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to any User in such materials or in any of the information contained therein (all such materials or information the "CSB Data"). Any use of CSB Data by any User requires a license from CSB, along with an associated fee based on usage. Each User agrees that misappropriation or misuse of such materials will cause serious damage to CSB and ABA, and that in such event money damages may not constitute sufficient compensation to CSB and ABA; consequently, each User agrees that in the event of any misappropriation or misuse, CSB and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CSB and ABA may be entitled.

Each User agrees that it shall not publish or distribute in any medium the CSB Data to any person or entity except pursuant to a valid license agreement with CSB. Each User further agrees that the use of CSB Data is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CSB Data for itself or any third party recipient of such data from such User and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CSB.

NEITHER CSB, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CSB DATA. ALL SUCH MATERIALS ARE PROVIDED TO USERS ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CSB, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER

DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, CSB AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Each User agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

Additional Terms:

See Schedule.