

## Our Operational Resilience Commitment to Clients

MSCI is committed to delivering reliable, secure, and resilient services to our clients. We recognize the growing importance of digital operational resilience in light of increasing regulatory requirements, such as the EU’s Digital Operational Resilience Act (DORA).

To help our clients ensure that MSCI has adequate and appropriate processes and systems that align with these stringent standards, we are making the operational continuity commitments set forth in the below Resiliency Contracting Supplement (“**Supplement**”). Our commitments in the Supplement include:

- **Robust information security program:** MSCI commits to maintain administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of client data and regularly update them to address emerging security threats.
- **Proactive incident management:** MSCI commits to provide appropriate support to clients in the event of a security incident.
- **Subcontractor oversight:** MSCI commits to carefully select and oversee subcontractors, including determining that they meet our information security standards.
- **Regular security diligence reviews:** MSCI commits to permit clients to conduct annual diligence reviews to assess our security practices and audit reports.
- **Tailored support services:** MSCI commits to provide 24/5 global support to respond to technical, data and model-related queries, supplemented by detailed resources, updates and research materials online.
- **Regulatory cooperation:** MSCI commits to cooperate with our clients’ regulators as necessary and appropriate to help clients comply with mandated regulatory audits.
- **Data recovery and continuity:** MSCI commits to help safeguard our clients’ business continuity by allowing retrieval of any applicable data held by us in case of insolvency, termination or discontinuation of services.

We are grateful for the ongoing trust of our valued clients and truly appreciate your loyalty and the opportunity to support your business.



Robert J. Gutowski  
General Counsel

## Resiliency Contracting Supplement

MSCI confirms and commits as follows to each of its clients:

### 1. Scope.

This Supplement applies with respect to the Services under any Order Form between a licensee (including licensed affiliates) of MSCI's products or services ("**Licensee**") and MSCI and takes effect commencing on January 17, 2025 ("**Effective Date**").

### 2. Information Security Program.

MSCI maintains a written information security program (the "**Information Security Program**") that contains administrative, technical, and physical safeguards that are appropriate to MSCI's size and complexity, the nature and scope of MSCI's activities and the sensitivity of any Information.

- a. The Information Security Program is designed to address:
  - i. Security, availability, authenticity, integrity and confidentiality of any Information;
  - ii. Anticipated threats or hazards to the security of any Information; and
  - iii. Unauthorized access to or use of Information that could result in substantial harm to Licensee.

### 3. Information Security Program Maintenance.

MSCI maintains logs, planning documents, audit trails, records and reports concerning its Information Security Program; the roles, responsibilities and activities of Staff; its storage, processing and transmission of Information; and the access to and use of MSCI Systems.

### 4. Hosting Location.

The Application(s) are hosted in the country specified in the list of "Application Hosting Locations" at <https://msci.com/resiliency> ("**Application Hosting List**"), unless otherwise specified in the Order Form. In the event an Application will be migrated to and hosted at an alternative country after the relevant effective date of the Application Hosting List, MSCI will provide reasonable notice as feasible in accordance with MSCI's standard notification to its licensees generally.

### 5. Assistance for ICT Incident.

MSCI shall provide reasonable assistance to Licensee (as reasonably determined by MSCI based on severity and urgency of the ICT Incident, availability of Staff, the ICT Incident's impact on Licensee's operations and extent it relates to the Services), to the extent that there is an ICT Incident upon notice being provided to MSCI by Licensee.

If the provision of assistance involves costs to MSCI, such costs shall be determined by MSCI ex-ante (in advance) pursuant to its going rates from time to time and may be subject to a separate written order form between Licensee and MSCI.

### 6. Use of Subcontractors.

MSCI oversees its Subcontractors by seeking to select and retain Subcontractors that maintain an appropriate information security program consistent with: the type of Information to which they have access; MSCI's Information Security Program, as applicable to Subcontractors; and

the Agreement. MSCI shall remain responsible for obligations performed by permitted Subcontractors as if such obligations were performed by MSCI.

## 7. Security Awareness.

Upon Licensee's written request, but not more than once per year of the term of the applicable Order Form, MSCI will allow Licensee to review the documentation supplied by MSCI regarding MSCI's relevant security awareness programs and digital operational resilience training. MSCI may limit or restrict (including to view only) access to any documents, logs, policies, procedures or data to the extent MSCI's confidential, proprietary or sensitive data and/or other licensees' data might otherwise be included, comingled or accessible.

## 8. Regulatory Cooperation.

Solely to the extent an audit in relation to the Services is mandated in writing by a Regulator under applicable European law or regulation ("**Regulatory Audit**"), MSCI shall reasonably cooperate with Licensee or its Regulator in connection with the Regulatory Audit subject to the following:

- a. Any such cooperation and/or Regulatory Audit shall be at Licensee's sole cost;
- b. Licensee shall first make a written request and provide reasonable advance notice to MSCI (to the extent possible);
- c. Reasonable availability of Staff;
- d. Any confidentiality and data security requirements of MSCI; and
- e. If on-site access is required, any such access to MSCI's premises will be provided only during business hours for the applicable location and pursuant to MSCI's policies and procedures for third parties entering MSCI's premises.

Notwithstanding the foregoing, MSCI may limit or restrict access to any products, services, documents, information or data to the extent MSCI's confidential, proprietary or sensitive data and/or other licensees' data might otherwise be included, comingled or accessible.

## 9. Recovery of Information.

To the extent Licensee's Information is provided to MSCI as part of the Services, upon written request, in accordance with applicable regulations and subject to the terms of the Agreement, MSCI shall provide Licensee a right to access, recover and return, in a commonly available technical standard and machine-readable format mutually agreed by Licensee and MSCI, all of Licensee's Information as is then processed and/or stored by MSCI, in the case of insolvency, resolution, discontinuation of the applicable business operations of MSCI or in the event of the termination or expiry of the Agreement and/or Order Form, such request to be made within 6 months after the date of the insolvency, resolution, discontinuation, termination or expiry.

## 10. Security Diligence Review.

Once per twelve (12) month period, upon no less than thirty (30) days prior written request, MSCI will permit Licensee to conduct security due diligence on MSCI by reviewing the following MSCI Information Security Program documents: (i) relevant MSCI policies, procedures and related documentation, which may be limited to summary-level documents only, as determined by MSCI, and (ii) any available independent audit reports relevant to applicable Services, such as a SOC certification report. MSCI may limit or restrict (including to view only) Licensee's access to any documents, logs, policies, procedures or data to the extent that MSCI's confidential,

proprietary or sensitive data and/or other licensees' data might be included, comingled or accessible.

### 11. Provision of Support as part of the description of Services.

In addition to any support provided specifically for Services as detailed in an Order Form or Agreement, MSCI provides support services as described at <https://www.msci.com/contact-us>.

### 12. Termination for regulatory and/or legislative cause.

In addition to any rights under an Order Form, Licensee may by notice in writing terminate any Order Form(s) if Licensee is mandated in writing to do so by its European Regulator (not at Licensee's prompting). In order to exercise this right, Licensee must give prior written notice of termination along with a copy of the direction by the Regulator to terminate the particular Service and Order Form, and provide such notice to MSCI within thirty (30) days of the request made by the Regulator together with reasonable evidence of Regulator's mandate.

Notwithstanding termination, all fees paid or owing to MSCI are non-refundable and MSCI shall be entitled to receive, invoice and retain all fees, including, as of the date of termination, any unpaid fees for the then-current term and any prepaid fees for any unused portion of any license or subscription.

### 13. Definitions.

**"Agreement"** means any agreement which governs an Order Form including a data license agreement, license agreement, master services agreement, online terms or similar.

**"Application(s)"** means, applications identified in and licensed by an applicable Order Form that are provided by MSCI, excluding any locally installed applications or products.

**"ICT Incident"** means a single event or a series of linked events unplanned by Licensee that compromises the security of its network and information systems, and has an adverse impact on the availability, authenticity, integrity or confidentiality of data, or on the services provided by Licensee, solely to the extent that such event or events directly relates to the Services.

**"Information"** means any specific assets and holdings of Licensee's portfolios provided to MSCI in its use of the Services and excludes any MSCI Information.

**"MSCI"** means the relevant MSCI Group entity specified in the Order Form as licensing the Services.

**"MSCI Group"** means MSCI Inc. and its affiliates where an "affiliate" is any entity controlling, controlled by or under common control with MSCI. An entity is controlled by MSCI when MSCI directly or indirectly holds a majority ownership interest (meaning over 50%) in the entity. An entity is under common control with MSCI when such entity is directly or indirectly majority-owned by another entity that also directly or indirectly holds a majority ownership interest in MSCI.

**"MSCI Information"** means MSCI Group's business information (including the Services, fees, pricing, product plans, and user interfaces), any authorization information (username, password, API details, or other information needed to access or use any product or service provided by or on behalf of any MSCI Group member), or Order Form (including the Fees), and all data compiled, enriched or created by MSCI (or third parties) or made available through the Services, other than data entered into the Services by Licensee.

**“MSCI Systems”** means any information technology hardware or software, mobile or otherwise (including any Applications), controlled by MSCI that stores, accesses, processes or transmits Information.

**“Order Form”** means any order form, schedule, addendum, permission letter, email or other ordering terms and conditions existing as at the Effective Date or specifically referencing this Supplement.

**“Regulator”** means the competent governmental, statutory, legal, regulatory or enforcement authority, regulator, body or agency concerned with regulating or supervising the activities carried on by Licensee in its usual course of business.

**“Separate Agreement”** means any distinct and express agreement covering the same subject as included in this Supplement that Licensee has in place with an MSCI Group entity.

**“Services”** means services and/or products identified in an Order Form that are provided by MSCI.

**“Staff”** means any employee (including part-time), officer or director of MSCI Group, or an individual working as a consultant, independent contractor or agent, contingent worker and/or temporary worker for MSCI Group, in each case who may have access to unencrypted Information or the ability to decrypt any encrypted Information.

**“Subcontractor”** means a third party (outside of MSCI Group) to whom MSCI has delegated or subcontracted the performance of a material portion of the Services (as determined by MSCI), but excluding in all cases: (a) Staff; (b) third party data centers that only provide physical facilities to MSCI Group and related “remote hands” services to handle hardware related activities, internet, telecommunications providers and common carriers (each acting solely in their capacity as such); and (c) any third party service provider or vendor that is either not permitted or not able to view, manipulate, alter, use, disseminate or store unencrypted Information.

#### 14. Miscellaneous

MSCI reserves the right to modify this Supplement in a manner that does not impose any new obligations on Licensee and will release any such changes to this Supplement in a newly dated version.

- a. This Supplement is incorporated into any Order Form and Agreement, MSCI’s obligations under this Supplement form part of the Services and all provisions of the Agreement apply to this Supplement; but to the extent of any conflict with the Order Form or Agreement, it does not override any Separate Agreement.
- b. Capitalized terms used but not defined in this Supplement shall have the same meanings given to them in the applicable Order Form and Agreement.
- c. Licensee’s ongoing use of the Services signifies agreement to the terms set forth in this Supplement.

Version dated: January 2025