Fitch Ratings, Inc. Fitch “Prism” FBM Model Agreement

FITCH RATINGS, INC.

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IT IS AGREED as follows:

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4.6 THE PROVISIONS OF SECTION 4.5 SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE) OR OTHERWISE; PROVIDED THAT SHOULD THE LICENSEE BE ENTITLED, NOTWITHSTANDING SECTION 4.5, TO RECOVER LOSS, DAMAGES OR OTHER AMOUNTS FROM FITCH AND/OR ITS LICENSORS UNDER ANY LEGAL THEORY, THE LICENSEE AGREES THAT FITCH AND ITS LICENSORS TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM AND THE USE OF THE PROGRAM BY THE LICENSEE SHALL BE LIMITED TO US$1,000.

5 GENERAL

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5.4 With respect to a breach or threatened breach by the Licensee of any provisions of this Agreement regarding the ownership, use, copying, distribution, confidentiality or nondisclosure of the Program, Fitch would suffer continuing and irreparable injury to its business as a direct result of such breach so the Licensee consents to entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance), without posting of bond or other security or proof of irreparable harm.

5.5 This Agreement does not and is not intended to confer any rights or remedies upon any person other than Fitch and Licensee, save that each member from time to time of the Fitch Group of Companies shall expressly have the full right, title and capacity without further notice to the Licensee to enforce the terms of this Agreement as if it were itself Fitch.

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