

**ORDER FORM FOR BLOOMBERG GOVERNMENT (BGOV)**

<b>BLOOMBERG:</b>	<b>BLOOMBERG FINANCE L.P.</b>	<b>ACCOUNT No:</b>	<b>30291372</b>
<b>YOU:</b>	<b>TEXAS A&amp;M UNIVERSITY SYSTEMS</b>	<b>ORDER DATE:</b>	<b>07/01/2016</b>
<b>DEPARTMENT:</b>		<b>ORDER No:</b>	<b>23691194</b>

  

<b>ADDRESS:</b>	<b>BILLING ADDRESS:</b> (Payment only accepted from Billing Party listed below)
TEXAS A&M UNIVERSITY SYSTEMS	TEXAS A&M UNIVERSITY SYSTEMS
1747 PENNSYLVANIA AVE NW	1747 PENNSYLVANIA AVE NW

  

WASHINGTON	DC	20006	WASHINGTON	DC	20006
(City)	(State/Province)	(Postal Code)	(City)	(State/Province)	(Postal Code)
United States			United States		

  

<b>USER CONTACT:</b>	<b>BILLING CONTACT:</b>
VALERIE OFFUTT	VALERIE OFFUTT
202-461-3486	202-461-3486

QUANTITY OF SUBSCRIPTIONS	TYPE OF SERVICES ORDERED	MONTHLY UNIT PRICE
6	BGOV Team License	277.70
PO#		Total: <b>\$1666.20</b>

**TERMS AND CONDITIONS**

Notwithstanding anything to the contrary herein, (i) the initial term of this Order Form shall be from the first day Services are provided ("Start Date"), (ii) if the initial term begins before 09/30/2016, the fee indicated on this Order Form shall be waived until such date (the "Fee Waiver Period") and the initial term shall continue until the second anniversary of such date, and (iii) if the initial term begins on or after 09/30/2016, the initial term shall continue until the second anniversary of the Start Date. The Services shall otherwise be subject to all fees, terms and conditions contained in the Terms of Service and this Order Form, including the standard termination terms. Should You terminate the Services at any time during the initial term, You shall be responsible for payment of any applicable charges that would have otherwise been due during the Fee Waiver Period plus the applicable charges under Paragraph 5 of the Terms of Service.

The Team License referenced above is only available on the condition that all Government Affairs ("Team Members") receive a license to the Bloomberg Government service.

You certify that, as of the date hereof, the total number of Team Members is 6. If and when the number of Team Members increases, you shall notify Bloomberg, and the Quantity of Subscriptions hereunder shall be adjusted accordingly at the then-current rate, effective as of the date Services are provided to such additional Team Members. In no event shall the incremental cost per-User exceed the average cost per-User hereunder. Subscriptions added during the Term shall be prorated.

Term: The initial term of this Order Form is two years starting on the first day the Services are provided to You and shall renew for successive two-year periods unless either party elects not to renew by giving the other party not less than 30 days' prior written notice. You may not reduce the number of licenses hereunder during an applicable Term. Any reduction in the number of licenses upon renewal of a Term based on the number of Team Members will require a new certification, and will be at the then-current rates. You may terminate this Order Form prior to the expiration of the Term on 30 days written notice, which shall reduce by 50% the charges relating to the balance of the Term. Notwithstanding anything to the contrary herein, subscriptions added during the term shall be co-terminous with Your pre-existing Team License, if any.

The fees set forth above are on a per-User basis and shall be payable upon presentation of an invoice therefor, sent annually in advance. All amounts displayed on this Order Form are in U.S. dollars. The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Services, and shall be Your responsibility. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing this Order Form.



This Order Form is supplemented by the attached Terms of Service (the "TOS") which, together with this Order Form, shall constitute the complete agreement of the parties with respect to the Services. Capitalized terms which are not defined herein shall have the meanings stated in the TOS. This Order Form, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. You agree that You have the ability to store the information delivered to You electronically such that it remains accessible to You in an unchanged form.

Agreed to by:

**TEXAS A&M UNIVERSITY SYSTEMS**

Company Name



Signature (Only authorized signatory, officer, partner or proprietor)

*Jeff Zimmermann*

Name (Please type or print)

*Director of Procurement*

Title (Please type or print)

*8/31/16*

Date

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: **BLOOMBERG (GP) FINANCE LLC,**  
General Partner



Signature of Authorized Signatory

9/1/2016

Date

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PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE ("Terms of Service") FOR THE BLOOMBERG GOVERNMENT<sup>SM</sup> (BGOV<sup>SM</sup>) PRODUCT WEB SITE ("THIS SITE") BEFORE USING THIS SITE. By continuing to access or use this Site, or any service on this Site, You signify YOUR ACCEPTANCE OF THE TERMS OF SERVICE. Bloomberg Finance L.P. ("Bloomberg") reserves the right to amend, remove, or add to the Terms of Service at any time, subject to the provisions of Section 8, below. If at any time You do not wish to accept the Terms of Service, You may not access or use this Site. Any terms and conditions proposed by You which are in addition to or which conflict with the Terms of Service are expressly rejected by Bloomberg and shall be of no force or effect.

## A. General Terms

### 1. License Grant.

a) **Permitted Uses.** During the Term (as defined below) of each Order Form for Bloomberg Government or Schedule of Services to the Agreement or Governmental Agreement for Bloomberg Government as applicable (in any case, "Order Form"), Bloomberg grants You a nonexclusive, nontransferable and limited license to access and use the BGOV product, data ("Data"), software and functionality (the "Services") set forth on such Order Form (collectively, "Use the Services") only as expressly permitted herein. During the Term of each Order Form, You shall Use the Services provided under such Order Form solely and exclusively for Your own internal use (for use only by Your Users (as defined below)) except as otherwise expressly permitted herein and shall comply with all applicable law in connection with Your use of the Services. Subject to Section 1(b), in the ordinary course of Your business, You may use a Limited Amount (as defined below) of Data in reports generated by You ("Reports"), download or print Reports and may disseminate a Limited Amount of Reports, whether in print or electronic form, in each case only (i) in providing research for internal use or (ii) to a third party to support Your primary business. Subject to the previous sentence, You may download Reports only to a non-server personal computer (except Reports may be stored on a server solely as part of a limited access electronic back-up system) and shall generate Reports only manually (and not as part of an automated process). Subject to Section 1(b), You may disseminate via the Services any number of Reports to other Users. As used herein, "Limited Amount" shall mean a de minimis amount and/or type of Data or Reports (as applicable), in quantity, frequency of distribution and/or scope of distribution, as determined in Bloomberg's sole judgment.

b) **Restrictions.** Except as expressly permitted herein, You shall not (i) distribute, copy, scrape, download, create derivative works or make any other use of the Services, Data, Reports or any portion thereof, (ii) sell, license or distribute Data or Reports to third parties or (iii) store or include Data or Reports in, or route the same to, any database or server. Notwithstanding anything to the contrary herein, You (I) may not use or distribute, and may not permit any third party to use or distribute, the Services, Data or Reports in any manner that could, in Bloomberg's good faith judgment, cause the Services, Data or Reports so used to (x) be a substitute for, or affect Bloomberg's ability to realize revenue in connection with, the Services or Data or (y) compete with the business of Bloomberg or its affiliates and (II) agree to comply with all requirements of third-party data providers with respect to Data sourced by all such third parties.

c) **Additional Restrictions:** Except as expressly permitted herein, You shall not: (i) use this Site in any manner that could harm, take over, disable, overburden, or otherwise impair any of Bloomberg's computer systems; (ii) interfere with any other party's use and enjoyment of this Site, or any of the content, information or services provided on this Site; (iii) access, monitor or copy any content or information on this Site, including but not limited to user information, or this Site's architecture, using any robot, spider, scraper, web crawler, or other automated means or any similar manual process or any software; (iv) violate the restrictions in any robot exclusion headers of this Site, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services; (v) attempt to gain unauthorized access to any services, servers, or networks used by this Site through any means; (vi) attempt to gain access to the Services or Data through any means not intentionally made available by Bloomberg; (vii) use the Services, the information contained therein, or any trademarks, trade names, service marks, copyrights, or logos of Bloomberg or its affiliates in unsolicited mailings or spam material; (viii) use the Services for any illegal or unlawful purpose, including, but not limited to, engaging in (or attempts to engage in) stalking, fraud, harassment, any criminal activity, and conspiracy to commit any criminal activity; or (ix) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity, including, but not limited to, by using another person's username, password, name, likeness, voice, or photograph.

### 2. Access and Security.

a) **Permitted Users.** During the Term of each Order Form, only an individual associated with a BGOV subscription for the Services described in such Order Form (each individual, a "User") may access the Services provided pursuant to such Order Form and through a unique username and password (the "User ID"). The registration information provided to Bloomberg with respect to each User shall be accurate and truthful and You shall promptly update the registration information as directed by Bloomberg. You shall ensure that only Users access the Services and each User does not (i) share his or her User ID with any person, (ii) permit any other person to access the Services through such User's User ID, (iii) access the Services from multiple devices simultaneously or (iv) breach these Terms of Service. You shall ensure that only persons currently employed by or under Your control Use the Services or any User ID.

b) **Security.** You shall notify Bloomberg promptly of any known or suspected unauthorized use of the Services, including but not limited to User IDs, or any known or suspected breach of security, including, but not limited to, loss, theft or unauthorized disclosure of the User IDs. If a Device on which the Services is accessed is sold or transferred to another party, You shall delete all cookies, Reports, Data and software files on such Device obtained by or through use of the Services. Notwithstanding anything to the contrary herein, Bloomberg shall have the right to use and disclose information obtained from or input by You and Users as part of any legal process or proceeding, as required by law or as otherwise permitted under the privacy policies on the website for the Services. Bloomberg reserves the right periodically to audit and monitor (physically or electronically) the use of the Services to ensure compliance with the terms herein and to maintain and improve the provision of the Services.

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### 3. Intellectual Property.

The Services, including each portion thereof, were developed, compiled, prepared, revised, selected and arranged by Bloomberg and others (including certain information sources) (individually and collectively, "IP Rights Holders") through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of the IP Rights Holders. You agree that You have no ownership rights in or to the Services or Data and that no such rights are granted hereunder. You shall protect the proprietary rights of the IP Rights Holders during and after the Term (as defined below). You shall honor and comply with all written requests made by IP Rights Holders to protect their contractual, statutory and common law rights in the Services with the same degree of care used to protect Your own proprietary rights, which in no event shall be less than reasonable efforts. You shall notify Bloomberg in writing promptly upon becoming aware of (i) any claim that the Services infringe any patent, copyright, trademark or other proprietary rights or (ii) any suspected infringement by a third party of any proprietary rights of Bloomberg. You shall not use any of Bloomberg's or its affiliates' trademarks, trade names or service marks in any manner that creates the impression that such names or marks belong to or are identified with You or that You are associated with or licensed by Bloomberg or its affiliates to use such names or marks and You acknowledge that You have no ownership rights in or to any of these names or marks.

### 4. Term, Termination.

The initial term for each Order Form is as set forth on such Order Form and the initial term shall be automatically renewed for successive one-year periods, except as otherwise set forth within such Order Form, unless either party elects not to renew by giving the other party not less than 30 days' prior written notice (collectively, the "Term"). The Term may be terminated as follows: (i) You or Bloomberg may terminate any Order Form at any time upon not less than 30 days' prior written notice to the other party; or (ii) Bloomberg may terminate all or any portion of any Order Form at any time immediately upon written notice to You if You breach these Terms of Service. In addition, Bloomberg may suspend all or part of Your access to and use of the Services if Bloomberg believes, in its sole good faith judgment, that You have breached these Terms of Service, at any time without notice effective immediately. If any Order Form is renewed for any additional period beyond the initial Term, the charges payable for such renewal period shall be calculated at the prevailing rates then offered by Bloomberg, and such Order Form shall be considered to be amended accordingly. Upon termination of an Order Form for any reason whatsoever, You shall cease to Use the Services provided in connection with such Order Form.

### 5. Fees and Charges.

You shall pay Bloomberg the fees and charges set forth on each Order Form (as such fees and charges may be modified pursuant to these Terms of Service), together with (i) any applicable taxes and (ii) at Bloomberg's prevailing rates, (x) any levies or fees imposed or charged in connection with any third-party information services or sources or additional services accessed through the Services at Your request where You are informed of such additional fees in advance ("Additional Services") and (y) any charges related to installations, upgrades, removals, relocations, conversions or other changes related to the Services. If any Order Form is terminated for any reason, You shall be liable for all amounts payable pursuant to Section 5 hereof through the termination date of such Order Form and shall be responsible for any applicable termination charges imposed by third-party providers of Additional Services. If Bloomberg terminates any Order Form pursuant to Section 4(i) above, You shall receive a pro rated refund of the most recent quarterly fees paid by You to Bloomberg pursuant to such Order Form (solely to the extent such fees have been paid by You in advance), based on the remaining proportion of such quarter under such Order Form as of the date of such termination. If You terminate any Order Form pursuant to Section 4(i) above or Bloomberg terminates any Order Form pursuant to Section 4(ii) above, You shall pay all fees through the termination date plus a termination charge in an amount equal to 50% of the charges calculated in accordance with such Order Form for the balance of the Term of such Order Form. To the extent permitted by law, Bloomberg may send and You agree to receive invoices via electronic mail. Only the BLOOMBERG GOVERNMENT customer that has executed an Order Form (and not an individual User(s) unless they are one and the same) shall be responsible for the fees and charges pursuant to this Section 5.

### 6. Liability.

a) **Liability and Remedies.** BLOOMBERG, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND THIRD-PARTY AGENTS (COLLECTIVELY, THE "BLOOMBERG GROUP") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THE SERVICES AND ALL PORTIONS THEREOF ARE PROVIDED "AS IS" AND "AS AVAILABLE." To the maximum extent permitted by law, the Bloomberg Group shall have no liability arising in connection with the Services or for any lost profits, losses, incidental, consequential, special, punitive or exemplary damages or for any claim against You by any other party, regardless of the cause or even if Bloomberg has been advised of the possibility of such damages. In any event, to the maximum extent permitted by law, the maximum liability of the Bloomberg Group for all losses arising in connection with the Agreements (as defined below) or the Services shall not exceed the fees paid by You to Bloomberg for the Services during the three months preceding the first loss or damage, and this shall be Your exclusive remedy. These Terms of Service shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. You may not bring any action, regardless of form, arising out of or pertaining to the Services more than one year after the cause of action has accrued. You shall indemnify and hold harmless the Bloomberg Group against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with Your breach of these Terms of Service or in connection with Your distribution of Data or Reports to third parties. No party shall be liable to the other for any default (other than a failure to pay fees) resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the affected party. If You breach or threaten to breach any provision herein, Bloomberg shall be entitled to seek injunctive relief to enforce the provisions hereof, but nothing herein shall preclude Bloomberg from pursuing any action or other remedy for any breach or threatened breach, all of which shall be cumulative. If Bloomberg prevails in any such action, Bloomberg shall be entitled to recover from You all reasonable costs, expenses and attorneys' fees incurred in connection therewith.

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b) **Indemnity.** Notwithstanding any limitations contained in Section 6(a), but subject to Your compliance with these Terms of Service, Bloomberg shall indemnify, hold harmless and, at Bloomberg's expense, defend You against any claim that the Services infringe any copyright, trademark or other intellectual property rights; provided that: (i) You shall promptly notify Bloomberg in writing of the claim; (ii) Bloomberg shall have sole control of the settlement and defense of any action related to this indemnity; (iii) You shall cooperate in every reasonable way to facilitate such defense; and (iv) such claim does not result from or arise in connection with Your combination of the Services with any other data, product or service.

#### 7. United States Export Control & Foreign Assets Control Regulations.

a) Bloomberg does not represent that materials in the Services are appropriate or available for use in any particular location. Those who choose to access the Services do so on their own initiative and are responsible for compliance with all applicable laws. By accessing the Services, You represent and warrant that You are not (a) located in, or a national or resident of, any country that is subject to U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") that prohibit the export of U.S. services, or (b) a person or entity named on OFAC's List of Specially Designated Nationals and Blocked Persons (the "SDN List") or acting on behalf of any person or entity on the SDN List.

b) To the extent that any software is made available as part of the Services, such software is subject to U.S. export controls and may not be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (ii) to anyone on or acting on behalf of an entity on the SDN List or the U.S. Commerce Department's Denied Persons List or Entities List (together referred to as "U.S. Prohibited Party Lists"). By downloading or using such software, You represent and warrant that You are not (a) located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or (b) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

#### 8. Miscellaneous.

The Bloomberg Group shall be third-party beneficiaries with respect to Your agreements and obligations hereunder. You may not assign any Order Form, these Terms of Service or rights hereunder without Bloomberg's prior written consent. Bloomberg may delegate certain of its responsibilities, obligations and duties hereunder to a third party or affiliate for discharge of those responsibilities, obligations and duties on Bloomberg's behalf. These Terms of Service (as may be modified by Bloomberg from time to time, and any updated version of which shall be binding on You upon renewal of the applicable Order Form), together with the applicable Order Form(s) (and, if executed by the parties, the Agreement for Bloomberg Government, Governmental Agreement for Bloomberg Government, or the Agreement for the BLOOMBERG PROFESSIONAL service) (individually and collectively, the "Agreements"), constitute the entire agreement between the parties as to the subject matter hereof and no other changes, modifications or waivers shall be binding unless in writing and signed by the parties hereto. If there is a conflict between these Terms of Service and the provisions of any Order Forms or agreements specified in the preceding sentence, the terms of such Order Forms or agreements shall prevail over the conflicting provisions of these Terms of Service. If any provision herein is found invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the other provisions shall remain in force. The headings are solely for the convenience of the parties and have no legal or contractual significance. Any modifications, waivers or notifications relating to these Terms of Service may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Sections 1(b), 1(c), 2(b) and 3 through 9 hereof shall survive any termination of these Terms of Service and shall continue in full force and effect. Nothing in the Data or provided by the Services shall be construed as investment advice or recommendations by Bloomberg or its affiliates. The Data is not based on consideration of Your individual circumstances, and information available via the Services should not be considered as information sufficient upon which to base an investment decision.

#### 9. Governing Law.

To the extent authorized under Texas Law: (1) These Terms of Service shall be governed by and construed in accordance with the laws of the United States and the State of New York, without giving effect to conflicts-of-law principles thereof, and (2) The parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in connection with any matters arising out of these Terms of Service and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any such action.

#### B. Linking and Framing.

You may not frame this Site. Upon linking to this Site pursuant to the Terms of Service, you will be granted a non-exclusive, non-transferable, royalty-free sublicense to use the BLOOMBERG mark owned by Bloomberg or its affiliates solely for providing an underlined, textual link from your web site to the publicly accessible home page of this Site at [www.bgov.com](http://www.bgov.com), provided that, you do not link this Site to any web site containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. You may not link your web site to any other web pages of this Site and you may make no other use of the marks, names, or logos of Bloomberg or its affiliates without express written permission from Bloomberg or its affiliates. Any violation of this provision may, in Bloomberg's or any of its affiliate's discretion, result in termination of your use of and access to this Site effective immediately.

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**C. Terms Specific to Users of the Bloomberg Professional Service.**

If You are a user of the BLOOMBERG PROFESSIONAL service and You have accessed this Site via the BLOOMBERG PROFESSIONAL service, Your use of the Services will be governed by the applicable terms and conditions of use set forth in the agreement for the BLOOMBERG PROFESSIONAL service, including all schedules, addenda, and exhibits thereto (collectively, "Agreement for the BLOOMBERG PROFESSIONAL service") that is applicable to You or your employer, in addition to Your use being subject to the Terms of Service. If there is a conflict between the provisions of the Terms of Service and the Agreement for the BLOOMBERG PROFESSIONAL service applicable to You, the provision of the Agreement for the BLOOMBERG PROFESSIONAL service shall prevail over the conflicting provision of the Terms of Service.

**D. Inquiries Regarding This Site's Content**

For inquiries, you should contact Bloomberg L.P., operating agent of Bloomberg, at 731 Lexington Avenue, New York, NY 10022, Telephone: (212) 318-2000, Facsimile: (917) 369-5540 or any successor operating agent or other party as specified by Bloomberg from time to time.

**E. Intellectual Property Issues**

**1. General Inquiries.**

Please send general inquiries regarding intellectual property issues to [ried@bloomberg.net](mailto:ried@bloomberg.net).

**2. Copyright Agent for Copyright Infringement Claims (Digital Millennium Copyright Act).**

The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is: William Ried, Bloomberg L.P., 731 Lexington Avenue, New York, NY 10022, telephone (212) 318-2000, facsimile (917) 522-2600, e-mail: [ried@bloomberg.net](mailto:ried@bloomberg.net).

**3. Trademark Notice.**

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