

This Quote Vendor Agreement (this "**Agreement**") is made as of the day of 20..... (the "**Effective Date**") by and between ICE Data LLP, the registered office of which is located at Milton Gate, 60 Chiswell Street, London, EC1Y 4SA, United Kingdom, (hereinafter called "**ICE Data**") andthe registered office of which is located at (hereinafter called "the Authorized **Vendor**") (ICE Data and Authorized Vendor, each a "**Party**" and, together, "the **Parties**").

WITNESSETH

WHEREAS, ICE Data has been appointed as a data distributor by its Affiliates, who alone and through third party vendors, operate futures exchanges and compile, maintain, determine and calculate Pricing Data for the Traded Contracts described in Schedule 1, which may be updated from time to time;

WHEREAS, the Pricing Data is calculated, compiled, formatted and distributed according to the proprietary methods of ICE Data and its Affiliates and through the application of methods, creativity and standards of judgment used and developed through the expenditure of considerable work, time and money, and may be modified from time to time based on this same criteria, and all rights, title and interest therein are expressly reserved by ICE Data and its Affiliates;

WHEREAS, certain Affiliates of ICE Data compile, maintain, determine and calculate the Pricing Data and cause the Pricing Data to be calculated on a time-sensitive basis, and desire that ICE Data format and distribute the Pricing Data, such that ICE Data and its Affiliates are the original source of the Data and the Data is proprietary to ICE Data and its Affiliates, kept secret by ICE Data and its Affiliates and not publicly available to third parties without the express permission of ICE Data and its Affiliates;

WHEREAS, ICE Data is willing to provide Pricing Data to the Authorized Vendor on a limited basis pursuant to the terms of this Agreement; and

WHEREAS, Authorized Vendor wishes to receive Pricing Data from ICE Data for the purposes of using, processing and disseminating the Pricing Data through its Information Systems (as defined in schedule 11) for the reception and use by Subscribers and Authorized Users and by such of the Authorized Vendor's Affiliates as agreed with ICE Data in the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and the Schedules hereto, unless the context otherwise requires, the following expressions shall have the following respective meanings:

Definition	Meaning
"Access"	means the ability of any entity or person to receive, view or display Pricing Data through any Display Device;
"Affiliates"	means in relation to any Party, any Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Party;
"Algo-Box"	means an algorithm used by a Subscriber to process and evaluate Pricing Data for research, trading and model creation purposes; means (i) an organized crime group, a member of an organized crime group, a related company or association of an organized crime

Definition	Meaning
“Anti-Social Forces”	group, and any other equivalent person of above, or (ii) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above;
"API"	means all real time distribution methods used by ICE Exchange Entities, including open application program interface, transport software and additional functionality that facilitates order entry or placement, and Pricing Data distribution;
"Audit "	means any audit to be carried out pursuant to Clause 10;
"Audit Party"	means the parties identified by ICE Data and agreed by the Authorized Vendor to conduct an Audit on behalf of ICE Data;
“Authorized User”	means each individual natural person who is employed by an authorized Subscriber under a contractual arrangement with an Authorized Vendor;
"Authorized Vendor"	means collectively, all persons, firms, companies or any other organizations, Direct Connect Vendors and Sub Vendors, including the Authorized Vendor Party to this Agreement, with whom ICE Data has a current Vendor Agreement;
"Back Up Disaster Recovery Site"	means a Subscriber Location equipped with Display Devices that are technically able to Access Pricing Data but do not do so while the primary Subscriber Location is operational;
"Business Day"	means any day on which ICE Futures Europe is open for business;
“Change of Control”	with respect to each Party, its ultimate parent corporation or any successor to the foregoing, (a) a merger, consolidation, share exchange or other transaction involving such Party and any third party which results in the holders of the outstanding voting securities of such Party immediately prior to such merger, consolidation, share exchange or other similar transaction ceasing to hold more than fifty percent (50%) of the combined voting power of the surviving, purchasing or continuing entity immediately after such merger, consolidation, share exchange or other similar transaction or (b) the sale or other transfer to a third party of all or substantially all of such Party’s assets which relate to this Agreement;
"Charge Period"	means a calendar month or: (i) in respect of the first calendar month after signature of this Agreement, the period between signature and the end of that calendar month; and (ii) in the event of termination of this Agreement for any reason, the period between the start of that calendar month and the date of termination of this Agreement;
"Charges"	means the charges, payments and fees set out in Schedule 2, which may be amended by ICE Data from time to time in accordance with this Agreement;

Definition	Meaning
"Click On Agreement"	has the meaning given to the term in Clause 5.1;
"Closed Feed"	means a Pricing Data transmission feed where the transmitter of the Pricing Data is able to control the permissioning of the Pricing Data on an Authorized User or application basis;
"Datafeed Access Declaration"	means a report detailing Access to Pricing Data within a Datafeed Environment. The Datafeed Access Declaration shall be prepared by the party that controls Access within each Datafeed Environment and shall contain all the information detailed in Schedule 7;
"Datafeed Environment"	means a system configuration whereby individual Display Devices Access Pricing Data from a shared source, or where the transmitter of the Pricing Data is unable to control the permissioning of the Pricing Data on an Authorized User or application basis;
"Delayed Pricing Data"	means delayed data specifying the market prices of the Traded Contracts transmitted more than 10 minutes from publication via the API;
"Derived Data"	<p>means for all purposes under this Agreement (including requirements relating to the Charges and reporting obligations) creating derived works using Pricing Data, which includes Delayed Pricing Data (including, without limitation, as a result of combining processing, changing, converting or calculating Pricing Data or any portion thereof, on its own or with other data) if, in ICE Data's sole discretion:</p> <ol style="list-style-type: none"> a. it is not feasible, technically or otherwise, for any person to create or produce the Pricing Data or data that is substantially similar to the Pricing Data, in whole or in part, from the resultant data (whether by reverse engineering, calculation, translation or otherwise); b. the data cannot be used in whole or in part as a substitute or replacement for the Pricing Data; or c. the data cannot be used for the creation of a structured or financial product, including but not limited to ETF's, CFD's, indices, pricing or valuation tools or any sub-licensed product, or for creating a trading instrument.
"Direct Connect Vendor"	means any Authorized Vendor that connects directly to the Exchange to receive Pricing Data using the Exchange's direct native API as their primary source of Pricing Data;
"Display Device"	means any authorized device wherein Technical and Administrative Controls are administered by an Authorized Vendor and which is not part of a Datafeed Environment configuration;

Definition	Meaning
"Exchange"	means any market place in derivatives, spot or other contracts operated by an ICE Exchange Entity;
"Force Majeure"	<p>means acts, events, omissions or accidents beyond the reasonable control of ICE Data or the Authorized Vendor including but not limited to any of the following:</p> <ul style="list-style-type: none"> (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; (b) pandemic or disease; (c) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (d) terrorist attack, act of god, fire, civil war, civil commotion or riots; (e) nuclear, chemical or biological contamination or sonic boom; (f) compliance with any law (including a failure to grant any license or consent needed or any change in the law or interpretation of the law); (g) fire, explosion or accidental damage; (h) loss at sea; (i) adverse weather event, earthquake, conditions; (j) collapse of building structures, failure of plant machinery, other machinery, computers or vehicles; (k) any labor dispute, including but not limited to strikes, industrial action or lockouts; (l) non-performance by suppliers or subcontractors; and (m) interruption or failure of utility service, including but not limited to electric power failure, gas or water;
"FSMA"	means the Financial Services and Markets Act 2000;
"Historic Pricing Data"	means (i) archived data specifying the market prices of Traded Contracts, which is older than 10 minutes; or (ii) any data transmitted after Exchange closure on any Business Day;
"ICE Exchange Entity" or "ICE Exchange Entities"	means the Exchanges listed and defined in Schedule 1 Exchanges which may be amended from time to time by ICE Data in its sole discretion;

Definition	Meaning
“ICE Marks”	means the trademarks and/or service marks of ICE Data and its Affiliates, including those set forth on Schedule 9 attached hereto;
“ICE Subscriber Agreement”	means the ICE Subscriber Agreement found at: https://www.theice.com/publicdocs/ICE_Subscriber_Addendum.pdf
"Intercontinental Exchange" or "ICE"	means Intercontinental Exchange Holdings, Inc., a Delaware corporation with its principal place of business at 5660 New Northside Drive, NW, 3rd Floor, Atlanta, Georgia 30328, USA;
"Internet"	means the computer and telecommunications networks, (including the "World Wide Web") commonly known as the internet;
“Person”	means any individual, corporation, limited company, unlimited company, limited liability company, partnership, firm, company, entity, organization or government entity;
"Point of Supply"	means the API connection from which the Direct Connect Vendor receives Pricing Data from ICE Data or the Sub Vendor receives Pricing Data from the Direct Connect Vendor;
"Pricing Data"	means collectively, Real Time Pricing Data, Delayed Pricing Data, and Historic Pricing Data;
"Pricing Data Policy"	means the policy which regulates the use of Pricing Data as exhibited at Schedule 4 and as may be amended from time to time by ICE Data in accordance with this Agreement;
"Public Display"	means an Internet website, web page, electronic media or printed material that is not security restricted and/or pay-per-view;
"Real Time Pricing Data"	means real time data specifying the market prices of the Traded Contracts transmitted less than 10 minutes from publication via the API;
"Report"	has the meaning given to the term in Clause 4.4.1;
"Secured Web Display"	means a security restricted and/or pay-per-view website or web page or similar;
"Slave Device"	means a screen or Display Device attached to one or more other Display Devices and showing part or all of the image shown on the Display Device to which it is attached;
"Sub Vendor"	means organizations, with whom ICE Data has a current Vendor Agreement, that is connecting to an Authorized Vendor for receipt of Pricing Data;
"Subscriber"	means any and all persons, firms, companies and organizations with a current contractual arrangement with an Authorized Vendor for supply and receipt from the Authorized Vendor of Pricing Data or who are authorized to access Pricing Data from a Secured Web Display operated by the Authorized Vendor;

Definition	Meaning
"Subscriber Fee"	means the fee chargeable by ICE Data for access to Pricing Data, as detailed in Schedule 2;
"Subscriber Location"	means each separate office, or premises of a Subscriber;
"Subsidiaries"	means all those Affiliates, details of which are set out in Schedule 3, as may be agreed by the Parties in writing from time to time;
"Technical and Administrative Controls"	means software, hardware and documented policies and procedures employed to prevent or allow Access to Pricing Data and to prepare auditable reports on the Access to Pricing Data by Display Devices;
"Tick Data"	means Pricing Data that includes intraday prints of bids, offers or trades of Traded Contracts;
"Traded Contracts"	means certain contracts traded on Exchanges, as added to or changed pursuant to Clause 2;
"Unique User ID"	means a unique user log in which (i) is strictly for the personal use of a single Authorized User without simultaneous log-in capability of any other natural Person, (ii) may or may not be connected to or operated by an electronic device utilized by a single natural Person and which is not shared with others, and (iii) projects, displays or makes visible an image which is no greater than 42 inches in diagonal length and (iv) is not used to operate a Datafeed Environment;
"Unit of Count"	has the meaning given to the term in Schedule 6;
"Vendor Access Interface"	means an interface with the API developed by the Direct Connect Vendor and conformed by ICE and an ICE Exchange Entity in accordance with the terms of the Vendor Access Interface Agreement by which the Direct Connect Vendor gains access to Pricing Data from the API;
"Vendor Access Interface Agreement"	means the agreement between the Direct Connect Vendor, Intercontinental Exchange and an ICE Exchange Entity under the terms of which the Direct Connect Vendor is permitted to develop and maintain its Vendor Access Interface;
"Wallboard"	means any form of display or medium which projects, displays or makes visible an image which is greater than 42 inches in diagonal length or when combined with other forms of display or media, projects, displays or makes visible an image which is greater than 42 inches in diagonal length.

- 1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 Any words or terms in singular form shall, where the context permits, include the plural and vice versa.
- 1.4 A reference to any statutory provision shall be construed as a reference to such provision as modified, amended or re-enacted from time to time and to any subordinate legislation made under such provision and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
- 1.5 A reference to a Clause or the Schedule, unless the context otherwise requires, is a reference to a clause of or a schedule to this Agreement. In the event of any inconsistency between the Agreement and any Schedule, the provisions of the Agreement shall prevail.

2. PRICING DATA

- 2.1 In consideration of the Authorized Vendor's payment of the Charges in accordance with Clause 6 hereof and subject to the Authorized Vendor's compliance with the terms of this Agreement, ICE Data hereby grants to Authorized Vendor a limited, non-transferable and non-assignable (except as permitted under Clause 21.3), non-sublicensable (except as permitted under Clause 19), and non-exclusive license to accept the Pricing Data from a Point of Supply and to use the ICE Marks and the Pricing Data for the sole purpose of distributing and making available the Pricing Data to Authorized Users through Subscribers. Any use by the Authorized Vendor of an API shall be subject to the terms and conditions set forth in the Vendor Access Interface Agreement.
- 2.2 Except as expressly contemplated hereby, the Authorized Vendor shall not and shall not permit others to, access the Pricing Data except via the Point of Supply, use, disclose, distribute, make available, sell, copy, display, assign, transfer, sublicense, lease, furnish, lend, republish, transmit, distribute, alter, modify, adapt, translate, disassemble, decompile, prepare or create Derived Data or derivative works, or reverse engineer, in any way, all, or any portion of, the Pricing Data or the ICE Marks under this Agreement.
- 2.3 Nothing in this Agreement shall prevent or restrict ICE Data from making Pricing Data available to any other Person, including, without limitation, any Authorized Vendor, Subscriber or Authorized User, on such terms and conditions as ICE Data determines in its sole discretion; provided, however, that if ICE Data makes Pricing Data available to other Authorized Vendors on terms and conditions that are more favorable (in the aggregate when taking into consideration all factors regarding ICE Data's decision to provide Pricing Data on such terms and conditions to other Authorized Vendors) than those contained in this Agreement, ICE Data will agree to amend this Agreement to incorporate such more favorable terms and conditions.
- 2.4 The obligation to supply Pricing Data by ICE Data under this Agreement shall be fulfilled when the Pricing Data is made available at the Point of Supply and any act or omission by the Authorized Vendor which disrupts, delays or prevents the Authorized Vendor from receiving the Pricing Data shall be the responsibility of the Authorized Vendor and ICE Data shall not be liable for any such disruption, delay or failure to perform under this Agreement.
- 2.5 ICE Data reserves the right in its sole, unfettered and absolute discretion to:
- 2.5.1 introduce details of new Traded Contracts, and/or
- 2.5.2 withdraw prices of any Traded Contracts that cease trading on an Exchange.
- 2.6 ICE Data may, upon reasonable notice to the Authorized Vendor, introduce, vary or withdraw all or any price information in relation to any Traded Contract if, in the reasonable opinion of ICE Data, the trading in that Traded Contract is being carried on at such a level that such action is justified. The Authorized Vendor acknowledges that each of the Exchanges may vary the

months in which Traded Contracts are traded and/or for which Traded Contracts are delivered or prices at which they are exercised.

- 2.7 Either Party, upon thirty (30) days' written notice to the other Party, may update Schedule 1 to indicate the requested and approved Exchange and Frequency to be made available to the Authorized Vendor under this Agreement.
- 2.8 In no case whatsoever shall the Authorized Vendor make, allow to be made available, or purport to make available, Pricing Data to any Person, firm, company or organization in any way or through any medium which is in contravention of the Pricing Data Policy. It is a material and ongoing condition of this Agreement that the Authorized Vendor shall at all times, for the term of this Agreement, comply with the Pricing Data Policy.
- 2.9 ICE Data shall be entitled to make changes to the Pricing Data Policy from time to time by giving the Authorized Vendor not less than three (3) calendar months' notice (or such shorter period where required for bona fide operational, legal or regulatory reasons) in writing in accordance with Clause 16.

3. USE OF PRICING DATA

- 3.1 Except as otherwise provided, the Authorized Vendor shall not distribute Pricing Data to, or permit Pricing Data to be viewed on, any Display Device controlled or used by the Authorized Vendor, or by any other means, without the prior written consent of ICE Data. Except as otherwise provided, the Authorized Vendor shall not distribute Pricing Data, or permit Pricing Data to be accessed by means of a Unique User ID without the prior written consent of ICE Data.
- 3.2 Upon ICE Data's written notice, the Direct Connect Vendor shall distribute all Pricing Data, (including Pricing Data from newly launched Traded Contracts) made available to the Direct Connect Vendor pursuant to this Agreement within sixty (60) days of receipt of the notice:
- 3.3 If Authorized Vendor is receiving Real Time Pricing Data under this Agreement, Authorized Vendor agrees that as of the date of receipt of Real Time Pricing Data, Authorized Vendor will have a minimum of five (5) Subscribers of Real Time Pricing Data and/or the Minimum Unit of Count as set forth in Schedule 2 to report in accordance with Schedule 6.
- 3.4 The Authorized Vendor shall not distribute Real Time Pricing Data to any Subscriber, or permit Real Time Pricing Data to be viewed on, any Display Device controlled by the Authorized Vendor, or by any other means, without having the Subscriber first complete an ICE Subscriber Agreement. In lieu of the ICE Subscriber Agreement, the Authorized Vendor may utilize any substitute subscriber addendum that has received the prior written authorization of ICE Data and that incorporates all of the terms and conditions of the ICE Subscriber Agreement.
- 3.5 ICE Data shall, after the end of each Charge Period, invoice the Charges in relation to but not limited to any Unit of Count to which Pricing Data is distributed pursuant to Clause 3.1 for that Charge Period to the Authorized Vendor in accordance with Clause 6.
- 3.6 At its sole, unfettered and absolute discretion, ICE Data may agree to waive any Charges payable by the Authorized Vendor for any Unit of Count controlled or used by the Authorized Vendor to which Pricing Data is distributed, or permitted to be viewed on, solely for the purposes of development, marketing via Display Device of Pricing Data to potential Subscribers, quality and control monitoring and monitoring of Authorized Vendor services, or any similar purpose for which ICE Data approves the Charge waiver. All requests for Charge waivers must be requested in writing from ICE Data, and will be required to be included in the monthly usage counts in Clause 4. A copy of all written Charge waivers must be maintained by the Authorized Vendor to be presented to ICE Data upon request.
- 3.7 Except as expressly set forth in this Agreement, the Authorized Vendor may not create or distribute, or permit any Person to make or distribute, Derived Data or other derivative works based upon the Pricing Data, for avoidance of doubt this includes Delayed Pricing Data and

Historic Pricing Data without the prior written consent of ICE Data. Authorized Vendor acknowledges that obtaining ICE Data's consent for the use described in this Clause 3.7 may require further approvals and consent from third parties, and Authorized Vendor agrees that ICE Data may provide any information necessary with respect to Authorized Vendor's request to such third parties in order to obtain such consents.

- 3.8 Authorized Vendor acknowledges and agrees that violations of any of Authorized Vendor's obligations above in this Clause 3 may be considered by ICE Data to be a material breach of the Agreement.

4. AUTHORIZED VENDOR'S REPORTING OBLIGATIONS

- 4.1 ICE Data may publish guidelines in relation to the Authorized Vendor's reporting obligations set out below and the Authorized Vendor shall comply with the terms of such guidelines as they may change from time to time. It is the Authorized Vendor's responsibility to ensure, at the Authorized Vendor's cost and expense, that reports produced by the Authorized Vendor for the purposes of meeting its reporting obligations in this Agreement meet ICE Data's requirements at that time, as set forth in such guidelines and the provisions below.

- 4.2 In addition to the reporting requirements for Authorized Users set forth below, Direct Connect Vendors shall report the Pricing Data categorized by Traded Contracts and their respective Direct Connect Vendor codes. The furnishing of any information by the Authorized Vendor pursuant to this Agreement shall constitute a representation by the Authorized Vendor that the Authorized Vendor has made all reasonable endeavors to ensure that such information is complete and accurate.

- 4.3 The Authorized Vendor shall immediately notify ICE Data if it has any reasonable suspicion that:

4.3.1 another Authorized Vendor or Subscriber is in breach of the Pricing Data Policy; or

4.3.2 the actions of another Authorized Vendor or Subscriber are at risk of putting, or are putting, the Authorized Vendor in breach of any of its obligations under this Agreement; or

4.3.3 information provided to ICE Data or the Authorized Vendor under this Agreement by another Authorized Vendor or a Subscriber is incomplete, inaccurate or misleading.

4.4 Reporting requirement for Authorized Vendors and Subscribers with access to Real Time Pricing Data, controlled by Authorized Vendor

4.4.1 On or before the 20th day of every calendar month during the term of this Agreement and within 7 calendar days following the date of termination of this Agreement, and as detailed in Schedule 6 (Reporting Requirements) the Authorized Vendor shall provide to ICE Data, in an electronic format, and by means acceptable to ICE Data, a statement or report certified as correct by the Authorized Vendor setting out relevant details of all Sub Vendors and Subscribers along with the Unit of Count at each Sub Vendor and Subscriber Location and its own location during the relevant Charge Period (a "**Report**"). For the avoidance of doubt, the Unit of Count during the Charge Period and as of the date of the Report for all Sub Vendors and Subscribers must be included.

4.4.2 If at any time, ICE Data discovers that the Authorized Vendor has understated the Sub Vendors, Subscribers and/or Unit of Count for more than three (3) consecutive Charge Periods that would have been paid for by the Authorized Vendor if the Report had been correct, the balance of the understated amount shall be paid within 1 calendar month by the Authorized Vendor with interest in accordance with Clause 21.5 along with an administrative fee of 5% of the total understated amount .

4.5 Reporting requirement for Authorized Vendors and Subscribers with access to Real Time Pricing Data, with the permissioning not controlled by the Authorized Vendor (Datafeed Environment)

- 4.5.1 Each month, the Authorized Vendor must obtain a Datafeed Access Declaration from each Subscriber with access to Real Time Pricing Data being used for the Subscriber's own internal distribution.
- 4.5.2 The Authorized Vendor must report these real time Accesses to ICE Data via the standard electronic reporting process used for all other Pricing Data reporting, unless the Authorized Vendor has been advised in writing by ICE Data that the Subscriber will be reporting and remitting directly to ICE Data.

4.6 Datafeed Access Declaration

The Authorized Vendor shall ensure that each Subscriber to which it supplies Real Time Pricing Data, provides it with a completed Datafeed Access Declaration as attached to Schedule 7, or a form substantially similar to the Datafeed Access Declaration which has been approved in writing by ICE Data, for each Datafeed Environment not directly controlled by the Authorized Vendor detailing the number of Display Devices, or other means of access to Pricing Data, and Unique User IDs capable of Accessing Pricing Data at any time during the Charging Period along with the Unit of Count. The Authorized Vendor will keep all completed Datafeed Access Declarations on file at their premises and will provide access to and/or copies of the Declarations to ICE Data upon request. Failure of the Authorized Vendor to obtain and/or maintain complete Datafeed Access Declarations will result in a missing documentation payment as listed on Schedule 2.

5. CLICK ON AGREEMENTS

- 5.1 The Authorized Vendor may satisfy the requirements of Clause 3.4 above by means of an on-line agreement agreed with any Sub Vendor or Subscriber by means of "clicking" an indicated space on a computer screen (a "**Click-On Agreement**") provided that:
 - 5.1.1 ICE Data has approved the form and content of, and manner of entry into, the Click-On Agreement, and any change to that form, content and manner of entry, prior to its use;
 - 5.1.2 the Authorized Vendor maintains a copy of each Click-On Agreement and detailed records as to the scope of use of each Click-On Agreement. These records must indicate the manner in which each Subscriber manifested its consent to such agreement and the date of entry into and effective date (if different) of each Click-On Agreement and of all subsequent updated or revised versions;
 - 5.1.3 upon request from ICE Data, the Authorized Vendor provides ICE Data:
 - 5.1.3.1 a copy of each Click-On Agreement and any revised version;
 - 5.1.3.2 a description of the scope of use of, and manner of entry into, each Click-On Agreement; and
 - 5.1.3.3 access to all Click-On Agreement records; and
 - 5.1.4 the Authorized Vendor prevents the Sub Vendor or Subscriber from having the ability to give its consent to the Click-On Agreement unless all of the Click-On Agreement's terms and conditions have first appeared on the computer screen.
- 5.2 If ICE Data, in its sole, unfettered and absolute discretion, determines that any statutory or common law has rendered, or is likely to render, Click-On Agreements to be unenforceable, it

may so notify the Authorized Vendor and direct the Authorized Vendor to cease to use or display Click-On Agreements.

- 5.3 The notice shall be deemed to have been served on the day after sending such notice via email to the contact(s) noted in Schedule 5 or other such contact that the Authorized Vendor has provided to ICE Data pursuant to Clause 16, from which date the Authorized Vendor shall cease to allow Sub Vendors or Subscribers to enter into Click-On Agreements.
- 5.4 The Authorized Vendor shall ensure that, within one (1) calendar month of service of the notice served pursuant to Clause 5.2, each Sub Vendor and Subscriber has satisfied the requirements of this Agreement by, if it has not done so already, executing the appropriate replacement agreement regulating Access to Real Time Pricing Data in paper form.
- 5.5 If, within thirty (30) days of service of the notice pursuant to Clause 5.2, any Authorized Vendor or Subscriber is in breach of any provision of this Agreement, ICE Data shall notify the Authorized Vendor that it requires the Authorized Vendor to immediately cease, and the Authorized Vendor shall immediately cease, to distribute Real Time Pricing Data to that Sub Vendor or Subscriber.

6. CHARGES

- 6.1 Full Charges without adjustment shall be payable by the Authorized Vendor for every Unit of Count receiving Real Time Pricing Data, during the relevant Charging Period regardless of whether the Unit of Count had Access to or received Real Time Pricing Data, for only part of the Charging Period due to a Sub Vendor, Subscriber or trial Subscriber beginning or ending Access mid-way through a Charging Period.
- 6.2 ICE Data shall, after the end of each Charge Period (and in respect of any Annual Licence Fees payable under Schedule 2, at any time after the date of this Agreement) on the basis of the Report or otherwise, invoice the Charges for that Charge Period to the Authorized Vendor. The Authorized Vendor shall pay ICE Data all Charges not already paid at the time of the Report within thirty (30) calendar days of the date of each invoice. All payments shall be made in cleared funds. The Charges shall be at the rates set out in Schedule 2 hereto and as may be amended from time to time pursuant to Clause 6.3 hereof.
- 6.3 ICE Data may amend or alter the Charges set out in Schedule 2 by giving the Authorized Vendor not less than three (3) calendar months' notice in writing in accordance with clause 16. All Charges changes will be effective at the start of a calendar quarter.
- 6.4 ICE Data may, at its option and without limiting any other rights it might have under this Agreement or under the law, be entitled to suspend the Authorized Vendor's access to the Pricing Data in the event that any invoice issued to the Authorized Vendor pursuant to this Clause 6 is not paid within fifteen (15) calendar days after the due date for payment, without the suspension being considered as a termination of the Agreement. ICE Data shall not be liable to the Authorized Vendor or to any third party for any liabilities, claims or expenses arising from or relating to any such suspension in accordance with this Clause.
- 6.5 In any Charge Period no Charges shall be payable by the Authorized Vendor in respect of any Unit of Count:
 - 6.5.1 of the Authorized Vendor which during the whole of such Charge Period is used solely and exclusively for monitoring the output of the Authorized Vendor's systems to ensure that the Authorized Vendor's systems match Pricing Data, provided that the use of such Display Devices has been previously agreed to be free of Charges in writing with ICE Data as per Clause 3.6.
 - 6.5.2 of any Subscriber which during the whole of such Charge Period is in receipt of Pricing Data upon a trial basis as a "Free Trial Subscriber";

- 6.5.3 which is part of an approved Back Up Disaster Recovery Site and are correctly reported as required under this Agreement.

6.6 Free Trial Subscribers

- 6.6.1 The trial period for any Subscriber shall in no event exceed thirty (30) calendar days in the aggregate.
- 6.6.2 No Subscriber shall be permitted to receive Pricing Data upon a trial basis from any Authorized Vendor for more than one (1) calendar month in any one (1) calendar year.
- 6.6.3 Any Subscriber in receipt of Pricing Data upon a trial basis shall be identified as a trial Subscriber in the statements to be submitted to ICE Data under Clause 4.
- 6.6.4 For the avoidance of doubt, trial Subscribers to Real Time Pricing Data shall sign the ICE Subscriber Agreement, and be subject to the terms and conditions of the ICE Subscriber Agreement during the trial period.

7. AUTHORIZED VENDOR'S LIABILITY FOR AUTHORIZED VENDOR'S OWN COSTS, LIABILITIES AND EXPENSES

- 7.1 All costs expenses and liabilities incurred by the Authorized Vendor in taking Pricing Data from the Point of Supply shall be for the Authorized Vendor's own account.
- 7.2 All costs, expenses and liabilities incurred by the Authorized Vendor in complying with its obligations or exercising its rights under this Agreement and, any costs, expenses and liabilities incurred by the Authorized Vendor as a result of any variation or change to this Agreement or the documents referred to herein, including without limitation, any changes to the Pricing Data Policy, shall be for the Authorized Vendor's account.
- 7.3 All rates in Schedule 2 are exclusive of Value Added Tax and other taxes and imposts. In relation to any other payments referred to in this Agreement, the Authorized Vendor shall in addition to and at the same time as making such payment also pay to ICE Data any Value Added Tax and other applicable taxes and government imposts (but not taxes based on the income of ICE Data) at the applicable rate.

8. AUTHORIZED VENDOR'S SUPPLY OBLIGATIONS

- 8.1 The Authorized Vendor shall, at its own cost and expense, supply ICE Data with access to Pricing Data via:
 - 8.1.1 two fully functioning terminals which shall display such products containing Pricing Data as the Authorized Vendor distributes; or
 - 8.1.2 two log-ins for each Exchange for which the Authorized Vendor receives Pricing Data which shall be fully functional to allow ICE Data to access and make full unrestricted use of the Authorized Vendor's distributed product; or
 - 8.1.3 provide access to a terminal within fourteen (14) days of request by ICE Data to review any Pricing Data queries.
- 8.2 There shall be no restrictions in relation to the use or access of such terminals and log-ins among the employees of ICE Data or its Affiliates with respect to Authorized Vendor's obligations under this Agreement. ICE Data shall be responsible for paying any relevant fees in respect of third party services included within the Authorized Vendor's standard products in relation to ICE Data's use of such terminals but ICE Data shall not be responsible for paying any fees in relation to its use of all log-ins provided by the Authorized Vendor.

- 8.3 The Authorized Vendor shall also provide all equipment necessary to enable receipt of the Pricing Data from ICE Data and ICE Data shall not be required to provide any equipment or wiring to facilitate the provision of Pricing Data to the Authorized Vendor, though ICE Data will be responsible for covering telecommunication and hardware costs which it has agreed in writing to pay.

9. TERMINATION OF SUBSCRIBERS

The Authorized Vendor shall, at ICE Data's request, immediately cease to supply any Pricing Data to any Sub Vendor or Subscriber identified by ICE Data in any of the following circumstances:

- 9.1.1 if the Sub Vendor or Subscriber is in breach of the Pricing Data Policy; or
- 9.1.2 if the Sub Vendor or Subscriber on-supplies any of the Pricing Data to any Person without ICE Data's prior written consent; or
- 9.1.3 if ICE Data reasonably considers that any unreasonable delay, interruption or distortion in the re-supply by such Sub Vendor or Subscriber, however made, of Pricing Data or any other action or inaction by that Sub Vendor or Subscriber is or might be causing damage to ICE Data's, ICE's, an ICE Exchange Entity's or an Exchange's reputation, and that Sub Vendor or Subscriber has failed to remedy the same within ten (10) days of service of a written notice from ICE Data specifying the matter(s) complained of (provided that ICE Data shall not be required to provide a remedy period in relation to any repeated occurrence of such matter(s)); or
- 9.1.4 if that Sub Vendor or Subscriber makes any arrangement or composition with its creditors or a bankruptcy petition is presented or if a receiving order is made against it or, being a company, an order is made or a resolution is passed for its winding up, or it has a receiver, administrator or administrative receiver appointed over the whole or any part of its assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager, or which entitle the Court to make a winding up, liquidation or administration order, or if it takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for its solvent reorganization; or
- 9.1.5 that Sub Vendor or Subscriber does anything which, in ICE Data's reasonable opinion, adversely affects the *bona fide* business or interests of ICE Data, ICE, an ICE Exchange Entity or an Exchange.

10. AUDIT RIGHTS

- 10.1 At any time during normal business hours on a Business Day, and on not less than ninety (90) days' prior written notice, and not more than once a year the Audit Party shall be entitled, and the Authorized Vendor shall permit or procure the relevant permission from any Sub Vendor or a Subscriber, (all of the foregoing being an "Audited Party"), to provide access to the premises of the relevant Audited Party at which the Audited Party receives or processes Pricing Data, and/or the premises from which the Authorized Vendor generates Reports sent to ICE Data, and the Audit Party shall, on the same basis, be entitled to have access to and inspect the accounts and records of the relevant Audited Party and all instruments and apparatus used by it in connection with or relating to Pricing Data and this Agreement. In the event the Authorized Vendor is suspected of or found to be in breach of this Agreement in ICE Data's sole discretion, or has not remedied failures to comply with the terms of this Agreement in a previous audit, ICE reserves the right to audit the Authorized Vendor more frequently than once per year. This Clause 10 shall survive any termination of the Agreement.
- 10.2 Such accounts and records shall cover a period of no more than five (5) years, as determined by ICE Data, and include (as applicable), without limitation: lists of Sub Vendors and Subscribers; billing invoices covering all services and their start/end dates provided by the Authorized Vendor to Sub Vendors and Subscribers; registers and accounting ledgers;

Authorized Vendor data distribution agreements under the terms of which Pricing Data is distributed; and, any other documentation or computerised or other records as may be requested by ICE Data, including but not limited to the Datafeed Access Declarations and Subscriber Agreements. The Authorized Vendor, Sub Vendor, or Subscriber (as applicable) may redact information which in the reasonable view of that party is commercially sensitive information (which does not impact on the ability of ICE Data to perform an Audit) from such accounts and records which are accessed and/or inspected by ICE Data in accordance with its rights under the terms of Clause 10.1. All information made available to the Audit Party shall remain confidential between the Audit Party, Authorized Vendor, Subscriber and ICE Data, and any agent acting on behalf of these parties, where applicable.

- 10.3 In the event that ICE Data has a reasonable belief that any Authorized Vendor or any Subscriber (as applicable) is not in compliance with the Pricing Data Policy or this Agreement, the Authorized Vendor shall carry out its obligations and ICE Data shall be entitled to exercise its rights under Clause 10.1 above immediately and without notice.
- 10.4 In the event that the Audit reveals that the Charges paid by the Authorized Vendor to ICE Data in any Charge Period were less than those properly payable the following provisions shall apply:
- 10.4.1 ICE Data shall invoice the Authorized Vendor in respect of any outstanding Charges and any interest which may be payable thereon and the amount specified in such invoice shall be paid by the Authorized Vendor in accordance with Clause 6.
- 10.4.2 In the event that the Charges paid by the Authorized Vendor to ICE Data in any Charge Period were less than 90% of those properly payable by the Authorized Vendor as a result of inaccurate reporting by the Authorized Vendor, the Authorized Vendor shall reimburse to ICE Data on demand all costs and expenses whatsoever incurred in carrying out the relevant Audit.

11. LIABILITY

- 11.1 ICE Data warrants that it is entitled to make the Pricing Data available to the Authorized Vendor in accordance with the provisions of this Agreement.
- 11.2 ICE Data does not warrant that the Pricing Data will be free from errors or defects or that it will be uninterrupted, but undertakes that once it becomes aware of or notice is given to it of such matters, it will use reasonable skill and care in endeavouring to correct any such errors and defects and overcoming breakdowns and interruptions up to the Point of Supply as soon as reasonably practicable after receipt of such notice.
- 11.3 Subject to Clauses 11.5 and 11.6, the total aggregate liability of ICE Data under or in connection with this Agreement (whether for negligence, breach of contract, misrepresentation or otherwise) shall, in relation to any event and all events preceding that event (taken together), be limited to the amount of all Charges paid by the Authorized Vendor in the Charge Period preceding that event.
- 11.4 Subject to Clauses 11.5 and 11.6, ICE Data shall not be liable to the Authorized Vendor for any loss, damage, injury, costs, claims or expenses whatsoever and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise):
- 11.4.1 from any cause beyond the reasonable control of ICE Data including, without limiting the generality of the foregoing, Force Majeure, any mechanical or electrical or telephone breakdown or derangement or power failure or malfunction of any computer and/or data transmission or receiving apparatus and/or auxiliary equipment; and/or
- 11.4.2 from claims that the Pricing Data contained errors or defects or that the supply of the Pricing Data was interrupted; and/or
- 11.4.3 from any acts or omissions whether in whole or in part by any Person not being ICE Data or a servant or authorized agent or representative of ICE Data; and/or

- 11.4.4 until the full extent of the loss, damage, etc. has become established.
- 11.5 Save as set out in Clause 11.6, ICE Data shall not be liable for any special, indirect or consequential loss or damage of whatsoever nature and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise), including without limitation loss of profits, loss of anticipated savings, loss of business or loss of goodwill.
- 11.6 Nothing in this Agreement excludes or limits either Party's liability for its own fraud or for death or personal injury caused by its negligence.
- 11.7 Except to the extent expressly otherwise stated in this Agreement, all conditions, warranties and representations implied by statute common law or otherwise (including, without limitation, warranties relating to fitness for purpose) in relation to this Agreement are hereby excluded.
- 11.8 The Authorized Vendor shall indemnify and keep indemnified ICE Data and its Affiliates against all costs, including legal costs, expenses, damages, loss and liability incurred or suffered by ICE Data or any of those Affiliates by reason of any claim or claims of whatsoever nature, and whether or not based in whole or in part on the negligence or fault of ICE Data, its employees or agents, which is or may be brought or made by any third party in connection, whether directly or indirectly, to the supply of Pricing Data by ICE Data to the Authorized Vendor or the Authorized Vendor's onward supply thereof. ICE Data shall, upon being notified of such a claim: (i) consult with the Authorized Vendor concerning such claim; and (ii) where appropriate and reasonable, take all reasonable steps at the Authorized Vendor's cost and expense to assist the Authorized Vendor's defence of such a claim.

12. INTELLECTUAL PROPERTY

Authorized Vendor acknowledges and agrees that ICE Data or one of its Affiliates is the sole owner of the ICE Marks. Except with respect to the license granted Clause 2.1, this Agreement does not grant any rights in respect of any copyright, confidential information or any other intellectual property right whatsoever in or in respect of Pricing Data other than a licence to use, process and disseminate Pricing Data solely in accordance with the terms of this Agreement.

13. AGREEMENT PERSONAL TO THE VENDOR

- 13.1 This Agreement is personal to the Authorized Vendor who shall not, without the prior written consent of ICE Data or as permitted under Section 20.3 transfer, assign, sub-license, charge or deal in any other manner with this Agreement or its rights hereunder or any part thereof, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement. This prohibition is without prejudice to the Authorized Vendor's right to make Pricing Data available to Sub Vendors and Subscribers in accordance with this Agreement.
- 13.2 A Person who is not a Party to this Agreement shall not be considered a third party beneficiary hereof and has no right to enforce any term of this Agreement.

14. TERM OF THE AGREEMENT

- 14.1 This Agreement shall take effect upon the Effective Date and shall continue until terminated:
 - 14.1.1 by either Party upon not less than ninety (90) calendar days written notice to the other Party; or
 - 14.1.2 by the Authorized Vendor upon not less than fifty (50) calendar days written notice to ICE Data, if ICE Data has changed the Pricing Data Policy pursuant to Clause 2.9 or the Charges in Schedule 2 pursuant to Clause 6.3 and the Authorized Vendor is not satisfied with those changes; provided that the Authorized Vendor shall be required to exercise its rights under this Clause within fifteen (15) calendar days after each such change or forfeit the right in respect of the change in question; or

- 14.1.3 by either Party upon written notice to the other with immediate effect if the other Party is in material breach of any of the terms hereof and, if such breach is remediable, that Party fails to remedy the same within thirty (30) calendar days of that Party being notified in writing of such breach; or
- 14.1.4 by ICE Data upon written notice to the Authorized Vendor with immediate effect should ICE Data consider that any unreasonable delay, interruption or distortion in the re-supply by the Authorized Vendor, however made, of Pricing Data or any other action or inaction by the Authorized Vendor is causing or is likely to cause damage to ICE Data's, ICE's, an ICE Exchange Entity's or any Exchange's reputation, and the Authorized Vendor fails to remedy the same within one month of receiving written notice specifying the matter(s) complained of (provided that ICE Data will not be required to provide a remedy in relation to any repeated occurrence of such matter); or
- 14.1.5 by either Party upon written notice to the other with immediate effect in the event that the other Party makes any arrangement or composition with its creditors or a bankruptcy petition is presented or if a receiving order is made against it or being a company an order is made or a resolution is passed for the winding up of the other Party or the other Party has a receiver, administrator or administrative receiver appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up, liquidation or administration order or if the other party takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for its solvent reorganization.
- 14.1.6 by ICE Data in the event of an Authorized Vendor Change of Control as set forth in Clause 21.3.
- 14.2 Within thirty (30) calendar days following any termination of this Agreement ICE Data shall invoice the Authorized Vendor in respect of any outstanding Charges and any interest which may be payable thereon, which invoice shall be paid by the Authorized Vendor in accordance with Clause 6.
- 14.3 Within thirty (30) calendar days following termination under 14.1.1 only, and receipt and reconciliation of the final report and payment due under Clause 4, ICE will credit any pre-paid and unused portion of the Annual License Fee pro-rated to the date of termination.
- 14.4 Any termination of this Agreement under Clause 14.1 shall be without prejudice to the accrued rights of either Party hereunder or to any other rights to which either Party may be entitled.
- 14.5 In addition to the foregoing termination rights, ICE Data reserves the right to suspend the Authorized Vendor's access to the Pricing Data immediately, in whole or in part, followed by notice to the Authorized Vendor, if the Authorized Vendor fails to comply with (i) any use restrictions herein with respect to the Pricing Data, (ii) applicable law, rule or regulation or (iii) if ICE Data reasonably concludes that the Authorized Vendor's use thereof is causing, or has a significant likelihood of causing, damage or harm to (a) ICE Data's, ICE's, an ICE Exchange Entity's or an Exchange's reputation or the operation of any Exchange, (b) the Pricing Data, (c) any proprietary rights in the Pricing Data or (d) any of the ICE Data Confidential Information. ICE Data shall not be liable to the Authorized Vendor or to any third party for any liabilities, claims or expenses arising from or relating to any such suspension in accordance with this Clause. Nothing in this Clause will limit ICE Data's rights as set forth in this Agreement.
- 14.6 Immediately following any termination of this Agreement the Authorized Vendor shall cease using, processing or disseminating Pricing Data in any way which is otherwise permitted under the terms of this Agreement and shall procure that any Sub Vendor or Subscriber or Subscriber of that Sub Vendor ceases using, processing or disseminating Pricing Data, also immediately following such termination. In the event the Pricing Data is requested by a client to assist with a dispute, following termination of the Agreement, the Authorized Vendor shall seek written consent from ICE Data prior to data being supplied.

15. ASSISTANCE

The Authorized Vendor will immediately bring to the notice of ICE Data any improper or wrongful use of Pricing Data, including the provision of Pricing Data to any Person, organization or company that is redistributing Pricing Data without a license from ICE Data, that it becomes aware of and the Authorized Vendor will assist on being so requested by ICE Data in taking all reasonable steps to defend the rights of ICE Data including the institution at ICE Data's cost of any actions which it may deem necessary for the protection of its rights in such data.

16. NOTICES

All notices or communications to be given under this Agreement shall be in writing in English and shall be deemed given five (5) days after having been sent by registered or certified mail, return receipt requested, or, by courier, to the Parties at their respective addresses first set forth above, or at such other address, including email addresses, as either Party may from time to time designate by written notice to the other. Any notice sent by email shall be deemed delivered on the day of sending in the absence of any error message in relation to it being received by the sender or, if that is not a Business Day, on the next Business Day thereafter.

17. CONFIDENTIALITY

17.1 Subject to the exceptions described below, all Confidential Information and any other information specifically identified, either verbally, in writing, or electronically, as confidential, that is obtained under or in the course of business or activities relating to this Agreement by a Party (the "**Recipient**") from the other Party (the "**Discloser**") shall be kept on a confidential basis by the Recipient, its officers and employees and, as such, shall not be disclosed to third parties or used for any purpose other than a purpose specifically authorized by this Agreement. For purposes of clarification, the provisions of this Clause shall not apply to any information which:

17.1.1 is published or comes into the public domain through the express written authorization of the Discloser or its Affiliates (for purposes of clarity, distribution of Pricing Data to Subscribers and Authorized Users shall not constitute publication or presence in the public domain);

17.1.2 can be shown to have been in the possession of the Recipient prior to the commencement of the negotiations leading to this Agreement with no obligation to keep the same in confidence;

17.1.3 is lawfully obtained by the Recipient from a third party with no obligation to keep the same in confidence; or

17.1.4 is developed by the Recipient without use of or reference to the Discloser's Confidential Information.

17.2 The Recipient agrees and hereby represents and warrants that it will not use or facilitate the use of the Discloser's Confidential Information for any purpose other than the limited uses contemplated by this Agreement and in compliance with all legislative and regulatory requirements relating to access to and use of such Confidential Information. The Recipient shall assume all responsibility for keeping itself fully informed of and comply with all such rules, regulations, requirements, policies and laws.

17.3 **Personal Information.** The Recipient acknowledges that the Discloser may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the Person or legal entity to whom such information pertains or from which identification or contact information of an individual Person or legal entity can be derived ("Personal Information"), including, but not limited to, any Personal Information relating to the Discloser, the Discloser's Affiliates and each of their respective customers, suppliers and

personnel. ICE Data's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>. Where the Authorized Vendor is subject to the data protection laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and/or any Member State thereof (including the United Kingdom in the event the United Kingdom is no longer part of the EU or EEA), Switzerland and/or Singapore, Vendor acknowledges and agrees that certain additional terms and conditions set out in ICE Data's Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information are applicable to this Agreement. Where Authorized Vendor provides Personal Information to a Provider for purposes of providing the Services ("Vendor's Personal Information"), ICE Data shall act as a service provider with respect to such Vendor's Personal Information. ICE Data shall process Vendor's Personal Information consistent with ICE Data's Privacy Policy and unless Authorized Vendor provides prior written approval, ICE Data shall not collect, retain, use, disclose, or sell Vendor's Personal Information for any purpose other than performing its obligations under this Agreement, enabling ICE Data to meet its legal and regulatory requirements, marketing ICE Data's products and services or product improvement and development. Specifically with respect to Authorized Vendors who provide EU Personal Information to ICE Data that is subject to European Data Protection Laws (as defined in the Additional Terms), the Additional Terms located here: https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

18. CHOICE OF LAW AND CONSTRUCTION OF AGREEMENT

- 18.1 This Agreement shall be governed by and construed in accordance with New York law, and shall be subject to the jurisdiction of the federal and New York State courts located in the Borough of Manhattan within the City of New York, USA, to which both Parties hereby submit, provided that this shall not prevent ICE Data from submitting any request or application for the enforcement of any judgment or order to the courts of any other jurisdiction in which the Authorized Vendor is resident or has assets. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or New York State court located in the Borough of Manhattan within the City of New York, USA for the purpose of any Action, directly or indirectly, arising out of, relating to, or in connection with this Agreement brought by any Party; (b) agrees that service of process will be validly effected by sending notice in accordance with Clause 16; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of New York; (iii) such Action is brought in an inconvenient forum; (iv) the venue of such Action is improper; or (v) this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.
- 18.2 Each part of this Agreement is a distinct undertaking. If any provision of this Agreement (or any part of any provision) is found by any court or other Governmental Authority to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

19. SUBSIDIARIES

- 19.1 Subject to the prior written approval of ICE Data, Subsidiaries of the Authorized Vendor, as recorded in Schedules 3 and 5 hereto, will be permitted to receive and distribute Pricing Data in accordance with the Authorized Vendor's rights under the terms of this Agreement provided that:
- 19.1.1 each such Subsidiary is made aware of the terms of this Agreement, and that all relevant rights and obligations are reflected in the Authorized Vendor's contractual relationship with such Subsidiaries as if they were Parties to this Agreement, such that

the Subsidiaries agree to comply with all relevant terms and obligations to which the Authorized Vendor is subject under this Agreement;

19.1.2 the Authorized Vendor shall remain responsible for all acts, omissions and neglects of the Subsidiaries as if they were their own acts, omissions and neglects; and

19.1.3 the Authorized Vendor shall indemnify and keep indemnified ICE Data against all costs, including legal costs, expenses, damages, loss and liabilities incurred or suffered by ICE Data arising out of or in connection with a Subsidiary's use of the Pricing Data as authorized by the Authorized Vendor.

20. EAR/OFAC/ANTISOCIAL

20.1 The Authorized Vendor acknowledges that the Pricing Data and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations (EAR) and the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Controls' (OFAC) sanctions programs, including the Specially Designated Nationals List (collectively the "Controls"). With respect to the Pricing Data and related technical information, documents and materials provided to the Authorized Vendor pursuant to this Agreement, the Authorized Vendor will: (i) comply with all legal requirements established under the Controls; (ii) cooperate fully with ICE Data in any official or unofficial audit or inspection that relates to the Controls; and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to, or otherwise enter into any transaction or engage in any other activities with, any country, territory or Person restricted or targeted by the Controls, unless such export, re-export, diversion, transfer, transaction, or activity is authorized under the Controls. The Authorized Vendor further represents and warrants that as of the date of this Agreement, (x) neither the Authorized Vendor, the Authorized Vendor's Affiliates nor any of their respective affiliates, subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any OFAC sanctions, and (y) the Authorized Vendor is not 50% or more owned or controlled, directly or indirectly, by any Person that is the subject of any OFAC sanctions. For so long as this Agreement is in effect, the Authorized Vendor will notify ICE Data as soon as is practicable, but in any event no later than forty-eight (48) hours after it determines that any of these circumstances change. Notwithstanding anything to the contrary in this Agreement, ICE Data reserves the right to immediately terminate this Agreement to the extent that the Authorized Vendor's access to or use of the Pricing Data would violate the Controls.

20.2 No Authorized Vendor organized or doing business in Japan shall be a part of Anti-Social Forces. Each Party to this Agreement represents and warrants that it does not fall under any of the following items and covenants that it shall not fall under any of the following items:

20.2.1 It has a relationship where Anti-Social Forces are considered to be controlling its management.

20.2.2 It has a relationship where Anti-Social Forces are considered to be substantially involved in its management.

20.2.3 It has a relationship where it is considered to be using Anti-Social Forces in an improper manner (e.g., for the purpose of pursuing illicit profits for itself or a third party or for the purpose of causing damage to a third party).

20.2.4 It has a relationship where it is considered to be involved with Anti-Social Forces (e.g., providing funds or the like or furnishing benefits).

20.2.5 Its officer or a person substantially involved in its management has a relationship with Anti-Social Forces that should be the subject of social criticism.

20.3 In the event of a breach of the preceding paragraph by a Party, each Party shall have the right to suspend its transactions with the breaching Party or terminate this Agreement immediately

by a written notice without any cure period and claim for damages incurred arising out of such breach, and all obligations of the breaching Party shall become due and payable immediately. The non-breaching Party shall not be held liable for any damages incurred by the breaching Party as a result of such suspension or termination.

21. MISCELLANEOUS

- 21.1 This Agreement, together with its Schedules constitutes the whole agreement between the Parties with respect to its subject matter and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. The Authorized Vendor warrants to ICE Data that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of ICE Data or any other Person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement. The Authorized Vendor agrees and undertakes to ICE Data that its only rights and remedies available arising out of or in connection with this Agreement or its subject matter shall be solely for breach of contract, in accordance with the provisions of this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud, death or personal injury or for any other liability which by law cannot be excluded.
- 21.2 A Person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 21.3 Assignment and Change of Control. This Agreement is not assignable or otherwise transferrable by Authorized Vendor, for any reason whatsoever, without the prior express written consent of ICE Data, to be provided only in ICE Data's sole discretion. In addition to and notwithstanding the foregoing, if the ownership of Authorized Vendor at any time during the term of this Agreement undergoes a Change of Control, Authorized Vendor shall notify ICE Data in writing of such Change of Control no later than thirty (30) days following the effective date thereof. ICE Data shall then have the right to terminate this Agreement by providing a written notice to Authorized Vendor within sixty (60) days following the receipt of such notice of the Change of Control. If ICE Data elects not to exercise the foregoing termination right, any successor-in-interest to this Agreement as a result of the Change of Control shall assume all rights and obligations of Authorized Vendor under this Agreement and shall be responsible for adhering to the terms hereof. ICE Data shall have the ability to transfer or assign this Agreement in its sole discretion and any Change of Control with respect to ICE Data shall not result in termination of, or otherwise impact ICE Data's rights under, this Agreement.
- 21.4 Any waiver of any right or consent under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party, and applies only in the circumstances for which it is given and shall not prevent the Party who is giving it from subsequently relying on the relevant provision. No delay in exercising or failure to exercise any right under this Agreement shall operate as a waiver. No single or partial exercise of any right under this Agreement shall prevent any further exercise of the same or any other right under this Agreement.
- 21.5 Interest shall be charged to the Authorized Vendor on any unpaid but due amount from the date on which the amount becomes due and payable until the date of payment at 1.5% above the rate per month which is the cost (without proof or evidence of any actual cost) to ICE Data if it were to fund or itself funded the relevant amount, compounded daily.
- 21.6 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent or principal of another party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- 21.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity or by statute or otherwise.

- 21.8 Save as otherwise provided herein, ICE Data shall be permitted to amend, vary or modify any of the terms of this Agreement by giving ninety (90) days written notice to the Authorized Vendor. Authorized Vendor expressly acknowledges and agrees that this provision is a condition of the Agreement and is necessary, including for purposes to ensure that regulatory compliance is maintained by ICE Data and its Affiliates at all times. Authorized Vendor's taking, distribution or other use of Pricing Data after any such amendments to this Agreement or its Schedules shall constitute Authorized Vendor's affirmative acceptance of all such changes.
- 21.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of the counterparts together shall constitute the same document.

AS WITNESS the hands of the duly authorized representatives of the Parties the day and year first above written.

Signed by Authorized Vendor

as witnessed by

Signature: _____
 Name: _____
 Title: _____

Signature: _____
 Name: _____
 Title: _____

Signed by ICE Data LLP

as witnessed by

Signature: _____
 Name: _____
 Title: _____

Signature: _____
 Name: _____
 Title: _____

SCHEDULE 1 – EXCHANGES

The Authorized Vendor, _____, hereby confirms that it wishes to license the following ICE Futures Exchanges pursuant to this Agreement:

EXCHANGE	CONTENT	FREQUENCY
<p>ICE Endex - means the following:</p> <ul style="list-style-type: none"> ICE Endex Markets B.V. or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a securities exchange operating under a license of the Ministry of Finance and supervised by the Netherlands Authority for the Financial Markets (AFM) and the Dutch Central Bank (DNB). ICE Endex spot contracts for Dutch and UK natural gas are regulated by national energy regulators on the basis of the EU and UK Regulation on Wholesale Energy Market Integrity and Transparency ('REMIT') ICE Endex Gas Spot Limited or any successor to it as the operator of a spot trading platform upon which certain Traded Contracts are traded. 	Commodities - Energy	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
	Financials - Equity	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
<p>ICE Futures Abu Dhabi - means ICE Futures Abu Dhabi or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a recognized investment exchange in Abu Dhabi Global Market and regulated by the Financial Services Regulatory Authority.</p>	All Content	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
<p>ICE Futures Singapore - means ICE Futures Singapore or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Monetary Authority of Singapore.</p>	All Content	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
<p>ICE Futures Europe - means ICE Futures Europe or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a recognized investment exchange under the FSMA.</p>	Commodities - Energy & Utility	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
	Financials - Interest Rates & Equity	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
<p>ICE Futures U.S. - means ICE Futures U.S., Inc. or any successor to it as the operator of an Exchange upon which certain</p>	Commodities - Ags & Financials	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed

Traded Contracts are traded, which is regulated by the Commodity Futures Trading Commission.	Commodities - Canadian Grains	<input type="checkbox"/> Real Time <input type="checkbox"/> Delayed
--	-------------------------------	--

Authorized Vendor is required to have a minimum of [five (5)] Subscribers in order to receive Real Time Pricing Data.

Source for receiving Exchange Pricing Data:

Direct from ICE API

Other, please specify
.....

This schedule is only valid if signed and dated by ICE Data

Signed by Authorized Vendor

Signature: _____
Name: _____
Title: _____
Date: _____

Signed by ICE Data LLP

Signature: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 2 - CHARGES

The following Charges (exclusive of Tax) are payable in accordance with the terms of the Agreement:

1. ANNUAL LICENCE FEE

A non-refundable Annual Licence Fee shall be payable by the Authorized Vendor in respect of the provision of any Pricing Data under the terms of this Agreement. The Licence Fee varies depending on the Package(s) that the Authorized Vendor is authorized to redistribute. The annual license fees are payable annually in advance within 30 days of the date of each invoice, the annual fees are payable in January, the first annual payment, if not commencing in January, is payable on a pro-rata basis.

2. REAL TIME PRICING DATA

Real Time Pricing Data, shall attract a Charge for each Unit of Count of either the terminal or wallboard fee as determined in accordance with the table below. The wallboard fee is applicable to all Wallboard Devices, the terminal fee is applicable to all other devices or means of access, including but not limited to: Display Devices, Unique User ID's, Algo-Boxes and Slave Devices, in addition to terminal fees for declared Subscribers datafeeds will incur an independent fee as per the table below for ICE Futures Exchanges .

2.1 Minimum Units of Count shall be set forth in the table below

3. DELAYED PRICING DATA

Delayed Pricing Data shall attract a Charge for each Unit of Count of \$0.

4. DIRECT CONNECT

4.1 The Direct Connect Vendor shall pay to ICE Data the non-refundable direct connect monthly service fee in respect of the provision of any Pricing Data in accordance with the table below.

4.2 The Direct Connect Vendor shall pay to ICE Data the non-refundable price server fee for all production ID's in respect of the provision of any Pricing Data in accordance with the table below.

4.3 The Direct Connect Vendor will be responsible for all communication and hardware fees, which shall be advised dependent upon the Direct Connect Vendor's election in respect of connection.

5. PUBLIC DISPLAY AGREEMENT

Any Subscriber using Delayed Pricing Data in accordance with the Public Display Agreement, as outlined in Schedule 8, for use on a public website, electronic or printed report or television network must execute the Public Display Agreement and pay the fee that is detailed in that agreement.

Any Authorized Vendor using Delayed Pricing Data for use on a public website, electronic or printed report or television network, which is in the full control and ownership of the Authorized Vendor must display such data in accordance with the provisions of Schedule 8.

6. MISSING DOCUMENTATION PAYMENT

If the Authorized Vendor fails to obtain a Datafeed Access Declaration as detailed in Clause 4.6, or an ICE Subscriber Agreement as detailed in Clause 3.4 a missing documentation payment of \$1,000 per document per month per exchange shall be payable by the Authorized Vendor for each missing Datafeed Access Declaration or ICE Subscriber Agreement. Additionally, for missing or incomplete Datafeed Access Declarations, the Authorized Vendor shall pay Real Time Pricing Data fees for the total number of Accesses potentially capable of Accessing real time data during the Charge Period. If potential liability cannot be determined, a fee of \$3,500 per access per month per Exchange will apply

7. **DELINQUENT REPORT FEE**

If the Authorized Vendor fails to meet its reporting obligations to ICE Data, a delinquent report fee of \$5,000 will be charged for each late report for each ICE Exchange. If the report is delinquent for two consecutive months, ICE Data reserves the right to terminate the Agreement under the terms of this Agreement with immediate effect.

Real-time Content Packages, Exchange and License Fee Information - ICE Futures

Prices Effective 1 January 2024

<u>Content</u>		<u>Subscriber Fees (USD) unless stated</u>	<u>Annual License (USD) unless stated</u>	<u>Minimum Units of Count</u>	<u>Direct Connect</u>
Package 2024-1	ICE Futures U.S. - Ags & Financials				Direct Connect Monthly Service Fee: USD 2,250 The direct connect monthly service fee is charged only for the first content set taken from an ICE supplied feed. Subsequent content additions will not affect this charge. PriceServer ID: USD 100
US Agriculture	Currency Pairs	Datafeed: 720.00	Real Time & Delayed	15	
World Cotton	US Dollar Index	Terminal: 120.00 Handheld: 120.00 Wallboard: 500.00	Non Member Firms 30,000 Member firms 25,000		
US Grains					Direct connect Vendors will be charged a monthly fee for each PriceServer Id with access to Production. The fee is applied per id per system.
Precious Metals					
MSCI Indices					
Package 2024-1C	ICE Futures U.S. - FANG				
FANG ⁽²⁾		No end user fees		5	
(2)Added as part of ICE Futures U.S. as well as an optional fee waived package					
Package 2024-2	ICE Futures Europe - Energy and Utility Commodities				
Brent		Datafeed: 780.00	Real Time & Delayed	15	
WTI	Coal Richards Bay	Terminal: 130.00	Non Member firms		
Dubai	Coal Rotterdam	Handheld: 130.00	30,000		
Gas Oil	Coal gC Newcastle	Wallboard: 750.00	Member firms		
Heating Oil	LNG Freight		25,000		
NYH (RBOB) Gasoline					
UK Natural Gas					
UK Electricity	London Softs incl:				
Natural Gas (USD/MMBtu)	Cocoa				
UKA Emissions	Coffee				
UKA ETS	Feed Wheat				
CORSIA Eligible Emissions	White Sugar				
Package 2024-3	ICE Futures Europe - Financials				
STIRS	Swapnote®	Datafeed: 670.00	Real Time & Delayed	15	
FTSE 100	USFs - London	Terminal: 112.00	Non Member firms		
London Stock Options		Handheld: 112.00	30,000		
Bond Derivatives		Wallboard: 500.00	Member firms		
Euribor			25,000		
Short Sterling					
Long Gilt					
Medium Gilt					
Short Gilt					
SOFR					

Real-time Content Packages, Exchange and License Fee Information - ICE Futures cont.

Prices Effective 1 January 2024

<u>Content</u>	<u>Subscriber Fees (USD) unless stated</u>	<u>Annual License (USD) unless stated</u>	<u>Minimum Units of Count</u>	<u>Direct Connect</u>
Package 2024-4	ICE Futures U.S. - Canadian Grains			
Canadian Grains	Datafeed: 220.00 Terminal: 37.00 Handheld: 37.00 Wallboard: 50.00	Real Time & Delayed 5,000	15	As above
Package 2024-5	ICE Index - Commodities			
Dutch TTF Gas Futures / Spot EUA EUAA German THE Gas Futures Italian PSV Gas Futures UK OCM Gas Spot / Indices	European Financial Power Futures Dutch Physical Power Futures Belgian Physical Power Futures	Datafeed: 780.00 Terminal: 130.00 Handheld: 130.00 Wallboard: 750.00	Real Time & Delayed 10,000	15
Package 2024-5B	ICE Index - Financials			
Flex Single Stock Options Flex Index Options	Datafeed: 0 Terminal: 0 Handheld: 0 Wallboard: 0	Requires license of ICE Index - Commodities (above)	5	
Package 2024-6	ICE Futures Singapore			
Mini Brent Mini Gas Oil Micro MSCI Indices Digital Asset Cash	Mini US Dollar Index Mini Currency Pairs Micro ICE Index	Datafeed: 0 Terminal: 0 Handheld: 0 Wallboard: 0	Real Time & Delayed 0	5
Package 2024-7	ICE Futures Abu Dhabi			
Murban ⁽¹⁾ (1)Added as part of ICE Futures Europe -Commodities. as well as an independent package		Datafeed: 120 Terminal: 20 Handheld: 20 Wallboard: 50	Real Time & Delayed 5,000	5

2024 Version Updates

- a. New 2024 Fees announced – 21/09/2023
- b. Delisted Digital Assets Futures Market - 28/09/2023

SCHEDULE 3 - SUBSIDIARIES

DATE FILED: _____

AUTHORIZED VENDOR NAME: _____

Please provide complete name and address (please include only Subsidiaries distributing Pricing Data). In accordance with Clause 19 of the Agreement, these Subsidiaries will be subject to relevant terms and conditions of the Agreement including the reporting requirements and audit in the event an audit notice is sent by ICE Data.

1.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

2.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

3.) Name: _____
Address: _____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

This schedule is only valid if signed and dated by ICE Data LLP

Name:

Signed:

Date:

SCHEDULE 4 - PRICING DATA POLICY

Set out below is the policy which Authorized Vendors must abide by when receiving and distributing Pricing Data under the terms of the Agreement. This policy is current at the date on which the Agreement was signed on behalf of ICE Data, ICE Data will provide any revised Pricing Data Policy that it issues from time to time.

The Authorized Vendor must ensure that any third party Subscriber of Pricing Data shall be made aware of the Pricing Data Policy and ensure that each Subscriber abides by its terms in its use of the Pricing Data.

1. AUTHORIZED VENDOR DISTRIBUTION OF REAL TIME PRICING DATA

1.1 Real Time Pricing Data: Prior to distributing, or permitting to be distributed, Real Time Pricing Data to any Subscriber, the Authorized Vendor shall:

1.1.1 procure that the Subscriber shall sign an ICE Subscriber Agreement (or such other Subscriber Addendum as has received the prior written authorization of ICE Data and that incorporates all the terms and conditions of the Uniform Subscriber Addendum) with ICE Data;

1.1.2 Maintain the completed ICE Subscriber Agreement on file at the Authorized Vendor's premises to be presented to ICE Data upon request. Any ICE Subscriber Agreement that is not provided to ICE Data within thirty (30) business days of initial written request from ICE Data will be deemed missing

2. AUTHORIZED VENDOR DISTRIBUTION OF PRICING DATA BY MEANS OF A DATAFEED TO OTHER SUB VENDORS

2.1 The Authorized Vendor may distribute Pricing Data by means of a Datafeed Environment only to other Sub Vendors in accordance with this Clause 2.

2.2. Prior to distributing, or permitting to be distributed, Pricing Data via a Datafeed Environment to any Sub Vendor, the Authorized Vendor shall:

2.2.1 procure that the Sub Vendor shall enter into a Vendor Agreement with ICE Data;

2.2.2 receive written confirmation from ICE Data that ICE Data has entered into a Vendor Agreement with the Sub Vendor and that ICE Data consents to the Authorized Vendor distributing, or permitting to be distributed, Pricing Data via a Datafeed Environment to such Sub Vendor; and

2.2.3 report the Datafeed Environment to ICE via ICE Dashboard or other previously approved reporting method using the appropriate Authorized Vendor reporting code.

3. AUTHORIZED VENDOR DISTRIBUTION OF REAL TIME PRICING DATA BY MEANS OF A DATAFEED TO A SUBSCRIBER THAT INTENDS TO USE THE DATA FOR INTRA COMPANY DISTRIBUTION ONLY

3.1 Prior to distributing, or permitting to be distributed, Real Time Pricing Data via a Datafeed Environment to any Subscriber that intends to use the data for intra company distribution only, the Authorized Vendor shall:

- 3.1.1 procure that the Subscriber shall sign an ICE Subscriber Agreement (or such other Subscriber Addendum as has received the prior written authorization of ICE Data and that incorporates all the terms and conditions of the ICE Subscriber Agreement) with ICE Data and maintain the original executed ICE Subscriber Agreement at Authorized Vendor's premises to be provided to ICE Data upon request; and
- 3.1.2 procure prior approval through ICE Dashboard and maintain completed approval on file; and
- 3.2 report the Datafeed Environment to ICE via ICE Dashboard or other previously approved electronic reporting method using the appropriate product code for real time datafeed – internal distribution.

4. AUTHORIZED VENDOR DISTRIBUTION OF PRICING DATA TO A SUBSCRIBER OR SUB VENDOR

- 4.1 The Authorized Vendor may not distribute **Real Time Pricing Data** by means of a Closed Feed to Sub Vendors and Subscribers in accordance with this Agreement without having the Subscriber complete an ICE Subscriber Agreement (or such other Subscriber Addendum as has received prior written authorization of ICE Data and that incorporates all the terms and conditions of the ICE Subscriber Agreement) with ICE Data.
- 4.2 Pricing Data which is provided by the Authorized Vendor to a Sub Vendor or Subscriber must always be appropriately identified by way of prefix or similar, clearly identifying the Pricing Data provided as being related to a particular Traded Contract as appropriate, and being supplied by the relevant Exchange, as applicable;
- 4.3 Real Time Pricing Data which is provided by the Authorized Vendor to a Sub Vendor or Subscriber must always be appropriately identified as "Real Time";
- 4.4 Delayed Pricing Data which is provided by the Authorized Vendor to a Sub Vendor or Subscriber must always be appropriately identified as "Delayed";
- 4.5 The Authorized Vendor shall ensure that contractual documentation which it has in place with a Sub Vendor or Subscriber shall prohibit onward distribution of Pricing Data by the relevant Sub Vendor or Subscriber;
- 4.6 The provision of Pricing Data by the Authorized Vendor to a Sub Vendor or Subscriber via a Secured Web Display is permitted on the understanding that Sub Vendor or Subscriber receiving Pricing Data only does so by way of secure, password protected log on (or similar) to the relevant Secured Web Display regulating the relevant Access.
- 4.7 Provision of Pricing Data via a Secured Web Display shall attract a Charge for each password protected log on as if each password protected log on was a Unique User ID in accordance with the terms of the Agreement.
- 4.8 The relevant Sub Vendor or Subscriber shall be solely responsible for security of any password protected login (or similar) allocated to it and shall be liable for the results of all use, whether authorized or not, of such password protected log on (or similar).

6. AUTHORIZED VENDOR DISTRIBUTION OF FREE TRIAL TO A NEW SUBSCRIBER ONLY

- 6.1 The Authorized Vendor may not distribute Real Time Pricing Data by means of a Free Trial to a Subscriber in accordance with this Agreement without having the Subscriber complete an ICE Subscriber Agreement (or such other Subscriber Addendum agreed

under the terms on the quote vendor agreement).

- 6.2 Free Trial Pricing Data which is provided by the Authorized Vendor to a Subscriber limits any free trial subscribers to a period of thirty (30) consecutive calendar days, and no more than one (1) calendar month in any twelve (12) month period.
- 6.3 Authorized Vendor must report the Free Trial Subscriber to ICE via ICE Dashboard or other previously approved electronic reporting method using the appropriate product code.
- 6.4 A Free Trial is offered to new Subscribers only. Additional trial access may not be granted after the initial period of thirty (30) days.

SCHEDULE 5 - ADDRESSES FOR NOTICES

Any notice to be served on ICE Data shall be sent to:

CONTRACT DEPARTMENT
ICE Data LLP
Milton Gate
60 Chiswell Street
London EC1Y 4SA
UK

Email: qv_commercial@theice.com;

Any notice to be served on the Authorized Vendor shall be sent to:

Name: _____

Address: _____

City: _____

State or Province: _____

Country: _____

Zip Code: _____

Email: _____

SCHEDULE 6 - REPORTING REQUIREMENTS

All reports must be submitted to ICE Data via the ICE Dashboard.

MONTHLY REPORTING REQUIREMENTS:

The Authorized Vendor must provide the following report, on or before the 20th day of each calendar month following the month to which the report pertains:

- For Direct Connect Vendors only, Pricing Data categorized by Traded Contracts and applicable Direct Connect Vendor codes.
- Monthly Subscriber Activity Report - All Closed Feeds, Datafeed Environments, Display Devices, non-display devices, Unique User ID's, Algo-Boxes, Slave Devices, Wallboards, Trial Subscribers and backup disaster recover sites ("Units of Count") that were authorized or allowed to access Pricing Data at any time during the reported month must be included in the activity report.
- The monthly Subscriber activity report must contain the following information:
 1. User ID
 2. VAN (Should be unique to each Subscriber)
 3. Legal company name
 4. Installation address
 5. Number of entitlements (quantity)
 6. Activation date
 7. De-activation date
 8. Type of data (ICE Future Exchange & product)
 9. Type of Service provided (Datafeed, Sub-Vendor, API, etc.)
- Datafeed Access Declaration (DAD)-
The Authorized Vendor is obligated to obtain from any Subscriber accessing Pricing Data in a Subscriber controlled Datafeed Environment, a monthly report detailing the use of ICE Data's Pricing Data in such environment. Each DAD must enumerate all Units of Count that were authorized, allowed, or technically able to access Pricing Data at any time during the reporting period. The report must be maintained by the Subscriber in a form approved by ICE Data in writing.

AUTHORIZED VENDOR REPORTING CONTACT:

NAME: _____

Tel: _____

Email: _____

AUTHORIZED VENDOR BILLING CONTACT:

SCHEDULE 7 – DATAFEED ACCESS DECLARATION

*Sample Report Form – An Authorized Vendor may use its own form provided that it includes all of the information contained below

Authorized Vendor Providing the Datafeed: _____

Subscriber Name: _____

Location Address covered on this report: _____

(All locations with Access to ICE Pricing Data must be reported, for additional locations complete separate declaration form. **All DF Access site must carry minimum of one terminal/End User with same account**)

This Declaration Form covers the period of 1 month: _____

This Declaration Form covers data in relation to the following Exchanges:

ICE Endex - Commodities

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Endex - Financials

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures Singapore

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures Abu Dhabi

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures Europe - Commodities

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures Europe - Financials

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures U.S. - US Softs & Financials

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures U.S. - Digital Asset Futures

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

ICE Futures U.S. - Canadian Grains

of DF Accesses: _____ # of Terminal*: _____ # of Wallboard: _____

*The terminal fee is applicable to all devices, including but not limited to: Display Devices, non-display devices, Unique User ID's, Algo-Boxes and Slave Devices, but not Wallboards.

This Declaration Form confirms that the Subscriber named above is using the Pricing Data for internal purposes only and that the Subscriber will seek permission from ICE Data prior to using any Pricing Data outside of the Subscriber's internal network.

The section below must be signed by an officer of the Subscriber

By completing and signing this form, I confirm that:

- a) I am authorized by the Subscriber named above to confirm the information contained within this form
- b) The number of declared Accesses listed above is correct and that all are being Accessed at the location(s) listed above
- c) The data is not being redistributed to and/or accessed by any third party individual/company outside of the client/company named above.

Confirmed by:

_____ Print Name

_____ Sign Here

_____ Signer's Title

_____ Today's Date

SCHEDULE 8 – AUTHORIZED VENDOR PUBLIC DISPLAY POLICY

Set out below is the policy which the Authorized Vendor must abide by when receiving and displaying Delayed Pricing Data on the Authorized Vendor's website under the terms of this Agreement. This policy is current at the date on which this Agreement was signed on behalf of ICE Data. Please consult ICE Data to obtain the most up to date version of the AUTHORIZED VENDOR PUBLIC DISPLAY POLICY.

Authorized Vendor Public Display Policy:

The following provisions shall apply in relation to any display by the Authorized Vendor of Delayed Pricing Data on the Authorized Vendor's website ("Website"):

- 1 Delayed Pricing Data may be displayed by the Authorized Vendor, on the Authorized Vendors website, ("a Web Display");
- 2 Display of Delayed Pricing Data on a Web Display by the Authorized Vendor shall offer the same marketing or promotional materials as other data displayed for other exchanges or data providers;
- 3 In the event that Authorized Vendor becomes aware of Delayed Pricing Data being obtained from its Web Display, and redistributed, the Authorized Vendor shall immediately inform ICE Data and further terminate the access of the third party redistributing the Delayed Pricing Data;
- 4 A Web Display may contain Delayed Pricing Data in a tabular form so long as the Web Display does not contain Delayed Pricing Data, beyond the current or previous Business Day; a week on week comparison; or month on month comparison. For the avoidance of doubt no Tick Data may be displayed on a Web Display;
- 5 A Web Display may graphically represent Delayed Pricing Data in a chart or similar, but the chart or similar must be "locked" and not capable of any manipulation which might result in the underlying Delayed Pricing Data within the source code which went to the creation of the chart or similar being obtainable. An interactive chart may be contained within a Web Display which reveals individual data points in a graphical display, but access to the full pricing history of a particular Traded Contract must not be permitted. For the avoidance of doubt, Delayed Pricing Data may not be provided contained within source code;
- 6 The form of all charts and tables which the Authorized Vendor proposes to include within a Web Display must be pre-approved by ICE Data, and listed in Schedule 10;
- 7 No real-time data may be displayed under this Agreement;
- 8 All Delayed Pricing Data displayed in graphical form or otherwise on a Web Display must appropriately reference the ICE Futures contract to which such data relates, and that it is being supplied by ICE Data/Futures;
- 9 A Web Display must contain a condition of access which prohibits the copying, dissemination or use of Delayed Pricing Data without the express written permission of ICE Data/Futures.
- 10 The following disclaimer will be inserted for all sites displaying Delayed Pricing Data :

For Delayed Pricing Data -

ICE DATA LLP, OR ANY OF ITS AFFILIATES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ICE FUTURES DATA AND/OR THE FIGURE AT WHICH ICE FUTURES DATA STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. THE USE OF THE DATA IS PROVIDED ON AN 'AS IS' BASIS AND ICE DATA LLP, AND ITS AFFILIATES, DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER INCURRED BY THE USE OF THE DATA HEREIN.

This policy applies to the Authorized Vendors own websites, sites hosted by the Authorized Vendor on behalf of an Authorized Vendor's client, or data provided to a client for display on a third party site will require the client to enter into an agreement directly with ICE Data.

SCHEDULE 9 – ICE MARKS

<Insert as requested & approved>

SCHEDULE 10 – PUBLIC DISPLAY DETAILS

Please confirm Website, Report or Television programme where data will be displayed, including which ICE Futures Exchange(s) will be included in the display:

1 Display 1 - Website

Site: -----

Anticipated Audience: -----

Please confirm any charges that will apply for the Authorized User to access ICE Data: -----

Source of ICE Data: -----

ICE Index - Commodities (Feed Content: EU Natural Gas, EU Power, UK OCM gas spot, EUA, EUAA)

ICE Index - Financials (Feed Content: Flex Single Stock Options, Flex Index Options)

ICE Futures Abu Dhabi (Feed Content: Murban)

ICE Futures Singapore (Feed Content: Mini Brent, Mini Gas Oil, One Kilo Gold, Mini US Dollar Index)

ICE Futures Europe - Commodities (Feed Content: Brent, WTI, Middle East Sour, Heating Oil, Gasoil, RBOB, UK Natural Gas, UK Power Peak/Base, Richards Bay/Rotterdam/Newcastle/Indonesian Coal, UK Emissions, London Softs: Coffee, Cocoa, White Sugar, Feed Wheat)

ICE Futures Europe – Financials (Feed Content: Euribor, Short Sterling, Euroswiss, Long Gilt, Medium Gilt, Short Gilt, Swapnote, London Equities, FTSE 100)

ICE Futures U.S. - US Softs & Financials (Feed Content: US Softs: Cocoa, Cotton, Coffee "C", FC Orange Juice, Sugar 11, Currency Pairs, US Dollar Index)

ICE Futures U.S. - Canadian Grains (Feed Content: Canadian Grains)

SCHEDULE 11 - AUTHORIZED VENDOR INFORMATION SYSTEMS

Authorized Vendor hereby provides detail to ICE Data on the distribution platforms of which Pricing Data is included and the entitlement systems controlling access:

Platform/Product Name:

Is the product white labelled or have any 3rd party IP rights:

Any restriction of Pricing Data content:

Graphical display of entitlement process: