



ICE Data
1415 Louisiana, Suite 3350
Houston, TX 77056, USA

www.theice.com

WebICE Service Agreement
For new ICE Data Group customers

REGISTRATION FORM

Company Information	
Company Name:	
Type of Business:	
Office Address:	
City:	Zip/Post Code:
County/Region:	State/Province:
Country:	

Employee Requesting WebICE Service	
Full Name:	
Job Title:	
Primary Phone:	Secondary Phone:
Email:	Fax:
Comments:	

Billing Contact Details	
Full Name:	
Office Address: (if different from main address)	
Primary Phone:	Secondary Phone:
Email:	Fax:

Billing Options

Please bill my company: (tick the appropriate box)	<input type="checkbox"/>	monthly (only applies to OTC service)
	<input type="checkbox"/>	annually

IT Contact Details

Full Name:	
Primary Phone:	Secondary Phone:
Email:	Fax:

Please only list users that will be billed for the WebICE service

Authorized Users

1	Name:	North American Gas
	Phone:	North American Power
	Email:	NGLs
	Office address: (if different from main address)	Petrochemicals
		ICE Futures U.S.**
ICE Futures Europe**		
ICE Futures Canada**		
2	Name:	North American Gas
	Phone:	North American Power
	Email:	NGLs
	Office address: (if different from main address)	Petrochemicals
		ICE Futures U.S.**
ICE Futures Europe**		
ICE Futures Canada**		
3	Name:	North American Gas
	Phone:	North American Power
	Email:	NGLs
	Office address: (if different from main address)	Petrochemicals
		ICE Futures U.S.**

		ICE Futures Europe**
		ICE Futures Canada**
	Name:	North American Gas
	Phone:	North American Power
	Email:	NGLs
4	Office address: (if different from main address)	Petrochemicals
		ICE Futures U.S.**
		ICE Futures Europe**
		ICE Futures Canada**
	Name:	North American Gas
	Phone:	North American Power
	Email:	NGLs
5	Office address: (if different from main address)	Petrochemicals
		ICE Futures U.S.**
		ICE Futures Europe**
		ICE Futures Canada**

WebICE SERVICE TERMS AND CONDITIONS (This agreement is non-negotiable)

These WebICE Service Terms and Conditions (“Terms”) govern your use of the WebICE Service. Capitalized terms used in these Terms have the meanings specified in Part XIII below unless otherwise defined.

PROPRIETARY RIGHTS IN THE MARKET DATA

You acknowledge and agree that IntercontinentalExchange, Inc. and its affiliates (collectively, the “Exchange”) have exclusive and valuable property rights in and to their own Market Data, that such Market Data constitutes valuable confidential information, trade secrets and/or proprietary rights of the Exchange, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the Exchange, and that you would have no rights or access to such Market Data in the absence of the agreement of ICE Data, L.P. (“ICE Data”) to offer you access to the WebICE Service in accordance with these Terms.

You acknowledge and agree that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained in these Terms, would cause irreparable injury to the Exchange and ICE Data for which money damages would be an inadequate remedy. Accordingly, you further acknowledge and agree that the Exchange and ICE Data shall be entitled to specific performance and injunctive and other equitable relief, without the posting of any bond or security by the Exchange or ICE Data, from the breach or threatened breach of any provision, requirement or covenant contained in these Terms (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition and without prejudice to any other legal or equitable remedies which may be available.

RECEIPT OF MARKET DATA BY CUSTOMER AND LIMITATIONS ON USE, ACCESS

The Authorized Users will access the WebICE Service and use Market Data exclusively for Customer’s own internal business activities (including the activities of Customer’s affiliates). The Customer will not permit any of its employees other than Authorized Users to access the WebICE Service or use Market

Data without the express written consent of ICE Data.

Customer will not, and will not permit any of its employees to, copy, modify, reverse engineer, reverse assemble or reverse compile the System, the WebICE Service or Market Data displayed on the WebICE Service or otherwise issued or made available by the Exchange or ICE Data. Customer will not, and will not permit any of its employees to, distribute, rent, sell, retransmit, redistribute, release or license the System, the WebICE Service, any Market Data, or any part thereof to any third party. Customer will not, and will not permit any of its employees to, communicate (orally, in writing, electronically or otherwise), redistribute, or otherwise furnish, or permit to be communicated, redistributed or otherwise furnished, all or any portion of the WebICE Service or any Market Data, in any format, to any third party or any person other than the Authorized Users at the office address(es) designated in the Registration Form, or allow any third party to take, directly or indirectly, any of the Market Data from such office address(es), or allow any such party to access Market Data through the use of the user IDs and passwords allocated to Customer and the Authorized Users in connection with this Agreement. Customer will adopt and enforce any policy that is reasonably necessary to prevent the Market Data from being taken from such office addresses and to prevent any third parties from using or gaining access to the user ID and passwords assigned to Customer and its Authorized Users.

Customer will not, and will not permit any of its employees to, archive Market Data, use or co-mingle Market Data or permit Market Data to be used or co-mingled in constructing or calculating the value of any new price reference or data, index or indexed products.

Customer will use best efforts to ensure that the Authorized Users maintain sole control and possession of, and sole access to, Market Data obtained through the WebICE Service and abide by any other limitations on use of the WebICE Service that ICE Data may specify.

REPORTING

Upon request, Customer agrees to furnish promptly to ICE Data any information or report that it reasonably requests and that is reasonably related to access to the WebICE Service and use of Market Data by Customer and the Authorized Users.

RIGHT OF INSPECTION AND AUDIT

During regular business hours, and upon reasonable notice to Customer, any Persons designated by ICE Data may have access to Customer's offices or locations in order to observe access to the WebICE Service and use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses used as well as any books and records maintained by Customer in connection with access to the WebICE Service or use of Market Data.

WEBICE SERVICE FEES

During the Trial Period, ICE Data agrees to waive the fees that would normally be payable by Customer for the WebICE Service. Following the Trial Period, if Customer agrees to continue the WebICE Service, Customer agrees to pay the applicable WebICE Service fees for the initial term in full in advance of the initial term of service or, if agreed by ICE Data, within 30 days of receipt of invoice. The applicable WebICE Service fees will be based on the WebICE Service fee schedule as published by ICE Data from time-to-time (plus any and all applicable federal, state or local taxes). The current fee schedule is available from ICE Data's Market Data Group. Customer agrees to promptly notify ICE Data if Customer does not receive the first invoice within 3 weeks of the expiration of the Trial Period. If Customer fails to pay any invoice within 30 days of issuance, Customer shall be liable for interest thereon (before and after judgment) at a rate per annum equal to the prime rate as published in the Wall Street Journal, plus 2% per annum. ICE Data may modify WebICE Service fees payable by Customer effective with the renewal of any contract term pursuant to Section IX, with 60 days' prior notice to Customer.

YOUR REPRESENTATIONS AND AGREEMENTS

You represent, warrant and agree that:

Customer does not and does not intend to engage in the business of distributing Market Data;

Neither Customer nor any of its affiliates is a broker, intermediary or exchange;

You will not use or permit any Person to use Market Data for any illegal purpose;

You will not use Market Data in any way to compete with the Exchange or ICE Data, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchange or ICE Data;

The provision of Market Data by ICE Data is conditioned upon your strict compliance with these Terms;

ICE Data may, in its sole discretion, with or without cause or prior notice to Customer, alter, vary or replace the WebICE Service or temporarily or permanently cease to make the WebICE Service or other services or Market Data available or suspend, terminate or restrict Customer's access to the WebICE Service;

Customer's access to and utilization of the WebICE Service may be monitored by each of ICE Data and the Exchange for its own purposes (including, without limitation, for purposes of monitoring levels of activity and for purposes of maintaining the functional and operational integrity of the Exchange and for purposes of complying with applicable laws and regulations) and not for the benefit of Customer;

Only the Authorized Users will have access to the WebICE Service and Market Data, and Customer will take reasonable steps necessary to ensure that the user IDs and passwords assigned to Authorized Users are used only by the Authorized Users; and

Authorized Employee is duly authorized to bind the Customer to these Terms, and once executed by Customer and accepted by ICE Data, these Terms shall be the legal, valid and binding obligations of Customer, enforceable in accordance with its terms.

ACKNOWLEDGEMENT OF DISCLAIMER OF WARRANTIES

YOU AGREE THAT THE MARKET DATA IS PROVIDED ON AN "AS IS" BASIS AND THAT NEITHER ICE Data NOR THE EXCHANGE MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY, USEFULNESS OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

LIMITATIONS ON LIABILITY

You acknowledge and agree that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by the Exchange or ICE Data; (ii) neither the Exchange nor ICE Data, nor their respective directors, officers, employees or agents, guarantees the sequence, accuracy or completeness of the Market Data, nor shall any of them be liable to you or any other Person for any delays, inaccuracies, errors or omissions in Market Data, or in the transmission thereof, or for any other damages arising in connection with your receipt or use of or reliance upon Market Data, whether or not resulting from negligence on the part of the Exchange, a Force Majeure Event or any other cause beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither the Exchange nor ICE Data, nor their respective directors, officers, employees or agents shall be liable for any of the foregoing beyond the actual amount of loss or damage, or the sum of five hundred dollars (\$500.00), whichever is less.

TERM AND TERMINATION

These Terms become effective when ICE Data first makes the WebICE Service available to Customer and will remain in effect unless and until Customer's access to the WebICE Service is terminated in accordance with this Section IX. Following the Trial Period, the initial contract term for the WebICE OTC Service will be a minimum of six (6) months and for the WebICE Futures service will be a minimum of 12

months. The contract term will automatically renew for successive terms of the same duration as the initial contract term unless Customer provides written notice to ICE Data of its intention not to renew at least 30 days prior to the end of the then current term.

ICE Data is entitled to terminate Customer's access to the WebICE Service immediately if ICE Data believes that Customer is in breach of any of its obligations under these Terms. If Customer's access to the WebICE Service is terminated for any reason, Customer will thereafter have no rights whatsoever to access the WebICE Service or access or retain Market Data, and Customer promptly must:

Either: (i) return to ICE Data, or (ii) destroy, all copies (whether in hard copy or electronic form) of the WebICE software, Market Data and other materials related thereto then in Customer's possession or under Customer's control, without keeping any copy or transcript thereof;

Permanently remove the WebICE software, the Market Data and any other materials related thereto from any and all Devices upon which such materials are installed; and

Certify to ICE Data in writing that Customer has fully complied with the above two requirements.

Your continuing obligations under these Terms, including, without limitation, those contained under the sections entitled "WebICE Service Fees", "Indemnification" and "Proprietary Rights in the Market Data", will survive any termination of the WebICE Service or these Terms.

INDEMNIFICATION

Customer will indemnify and hold ICE Data, the Exchange and their respective directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with Customer's access to the WebICE Service and the Market Data pursuant to these Terms.

DISPUTE RESOLUTION

You agree that any controversy or claim arising out of or relating to these Terms or the breach thereof or otherwise relating to your access to or use of the WebICE Service or Market Data shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You agree that any such arbitration shall be conducted in New York, New York or at such other location as may be agreed by you, ICE Data and the arbitrator(s).

Notwithstanding the foregoing, you acknowledge and agree that a breach by you of these Terms may be enjoined through injunctive proceedings, and you hereby consent to the jurisdiction of any federal or state courts located in New York, New York with respect to any such action. **YOU EXPRESSLY WAIVE YOUR RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.**

MISCELLANEOUS.

These Terms shall be governed and construed in accordance with the laws of the State of New York. Customer may not assign all or any part of these Terms without the prior written consent of ICE Data. If, for any reason, one or more provisions of these Terms are held invalid, the other provisions of these Terms shall remain in full force and effect.

You irrevocably agree that the Exchange is a third party beneficiary of these Terms and may rely upon the provisions hereof in enforcing its rights and remedies hereunder.

DEFINITIONS.

The term "Authorized Employee" means the employee of Customer that has requested access to the WebICE Service. "ICE Data" means The ICE Data Group, L.P. "Authorized User" means the employees of Customer who have been identified as Authorized Users on the Registration Form. "Customer" means the legal entity identified in the Registration Form as the employer of the Authorized Employee. "Device" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other

comprehensible form. "Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failures, equipment or software malfunctions or other event beyond the reasonable control of ICE Data. "Market Data" means information and data pertaining to the commodity and other contracts traded on the trading platforms operated by the Exchange, and includes, without limitation, opening and closing range prices, high and low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity and contract specifications. With respect to your obligations under these Terms, Market Data includes information, data and materials that are derived from the foregoing and that convey information to you that is substantially equivalent to Market Data. "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization. "Registration Form" means the WebICE Service registration form. "System" means any hardware, software, systems and/or communications links furnished directly or indirectly by ICE Data to you from time to time. "Terms" means these WebICE Service Terms and Conditions. "Trial Period" means the 14-day period beginning on the date ICE Data first makes the WebICE Service available to Customer and ending fourteen (14) days thereafter. "You" means the Customer and the Authorized Employee.

* * *

I request that ICE Data, L.P. provide the WebICE Service as specified in this Registration Form and agree to the WebICE Service Terms and Conditions.

Name: _____

Signature: _____

Date: _____

Please fax the entire, signed contract back to the attention of:

**ICE Data
+1 858-712-3872**

WEBICE SERVICE FEE SCHEDULE EFFECTIVE MARCH 1, 2008.

WebICE OTC (\$ per user subscription rates)					
Number of users	Payment option	1 WebICE OTC Market	2 WebICE OTC Markets	3 WebICE OTC Markets	4 WebICE OTC Markets
1 user	Monthly subscription*	\$800 per month, per user	\$1,100 per month, per user	\$1,375 per month, per user	\$1,650 per month, per user
	1 year in advance	\$8,000 per year, per user	\$11,000 per year, per user	\$13,750 per year, per user	\$16,500 per year, per user
2 to 5 users	Monthly subscription*	\$650 per month, per user	\$880 per month, per user	\$1,100 per month, per user	\$1,320 per month, per user
	1 year in advance	\$6,500 per year, per user	\$8,800 per year, per user	\$11,000 per year, per user	\$13,200 per year, per user

* Price is based on 12 month minimum contract.

Available WebICE OTC Markets include:

- North American Gas (includes NGX Gas markets)
- North American Power (includes NGX Power markets)
- NGLs
- Petrochemicals

**ICE Futures U.S., ICE Futures Europe and ICE Futures Canada access(es) can only be taken as add-ons to WebICE OTC subscriptions and are billed annually in advance per the pricing schedule below:

ICE Futures U.S.	
12 month minimum term billed in advance	\$900 per year, per user

ICE Futures Europe	
12 month minimum term billed in advance	\$900 per year, per user

ICE Futures Canada	
12 month minimum term billed in advance	\$180 per year, per user