

EDXM Market Data Agreement

This EDXM Market Data Agreement (this “Agreement”), with an effective date as of the date executed on the signature page hereof, is made by and between EDX Markets LLC and Data Recipient. This Agreement is supplemented by the Market Data Policies, applicable Regulatory Requirements, Fee Schedules, EDXM Specifications and other documents incorporated by reference, available on EDXM’s website (www.edxmarkets.com) or successor website (the “Website”), and any Additional Agreements executed by the parties, as may be amended, modified, or supplemented from time to time, that together form the entire agreement between the parties hereto. Capitalized terms used but not defined in this Agreement are defined in the Market Data Policies, Regulatory Requirements, or Fee Schedules, as applicable.

1. Definitions. The following terms, when used in this Agreement, shall have the meanings set forth below:

“**Additional Agreements**” means any additional terms and conditions or agreements entered into in writing by Data Recipient with EDXM or any of its predecessors or affiliates relating to the subject matter hereof.

“**Authorized User**” means an individual user (an individual natural Person) uniquely identified (by user ID and confidential password or other unambiguous method reasonably acceptable to EDXM) and authorized (by Data Recipient or an External Subscriber or Internal Subscriber) to access Marketplace Data supplied to Data Recipient.

“**Claims and Losses**” means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, judgments, settlements and expenses of any nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, and (b) reasonable administrative costs, investigatory costs, litigation costs and auditors’ and attorneys’ fees and expenses (including in-house personnel).

“**Connectivity Fees**” means fees charged specifically for connecting to EDXM, directly or indirectly, and if applicable, in order to receive Marketplace Data.

“**Controls**” means any of Data Recipient’s systems, rules, procedures, authorizations and policies that, when taken together and to the satisfaction of EDXM: (a) record and identify all authorized access to Marketplace Data, and (b) prevent any unauthorized access to Marketplace Data, or identify and record unauthorized access and facilitate proper action.

“**Data Fees**” means fees other than Connectivity Fees charged pursuant to this Agreement in connection with the use or redistribution of Marketplace Data, if applicable.

“**Data Recipient**” means the party that has executed this Agreement with EDXM referenced below, and its affiliates as identified in writing to EDXM, that (a) receive and use Marketplace Data for internal purposes, and/or (b) receive and distribute Marketplace Data, in each case pursuant to and in accordance with the terms and conditions of this Agreement and Regulatory Requirements.

“**Data Recipient Indemnified Parties**” means, collectively, Data Recipient and its affiliates, and its and their respective owners, officers, directors, employees, contractors and agents.

“**Data Recipient Invoiced Subscribers**” means any Data Users for which Data Recipient is required to pay Data Fees to EDXM pursuant to this Agreement.

“**Data User**” means any Person that receives Marketplace Data from Data Recipient, including, without limitation, an Authorized User.

“Device” means any computer, workstation, server, or other item of equipment, fixed or portable, that receives, accesses, processes, and/or displays Marketplace Data in visual, audible or other form. A Device is deemed to receive Marketplace Data if the Device is entitled by Controls operated by Data Recipient or an Internal Subscriber or External Subscriber.

“External Subscriber” means any Data User not affiliated with Data Recipient that receives Marketplace Data where Data Recipient can substantially control Marketplace Data for the purpose of reporting usage or qualification.

“Fee Schedule” means an applicable EDXM Fee Schedule, as in effect from time to time.

“Internal Subscriber” means any Data User affiliated with Data Recipient, or a Member that is not a Data Recipient, and is not affiliated with Data Recipient, that receives Marketplace Data where Data Recipient can substantially control Marketplace Data for the purpose of reporting usage or qualification.

“Market Data Policies” means such policies with respect to use and/or distribution of Marketplace Data as EDXM or its affiliates may adopt and make publicly available from time to time.

“Marketplace Data” means certain data and other information: (a) disseminated by a System relating to digital assets or other financial instruments, products, vehicles, or other means; or (b) related to Persons regulated by EDXM or to activities of EDXM; or (c) gathered by EDXM from other sources.

“Member” means a member or potential member that has entered into an applicable User Agreement with the Marketplace.

“EDXM” means EDX Markets LLC, a Delaware limited liability company, with its principal offices at 33-41 Newark Street, 5th Floor, Hoboken, NJ 07030.

“EDXM Indemnified Parties” means, collectively, EDXM, its affiliates and third-party information providers, and its and their respective owners, officers, directors, employees, contractors and agents.

“EDXM Specifications” means the written specifications, as may be amended, modified, or supplemented from time to time, with which Data Recipient’s system must comply.

“Person” means any individual natural person, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity.

“Redistributor” means an entity other than EDXM from which Data Recipient or any other Data User receives Marketplace Data, which entity cannot substantially control the Marketplace Data received by Data Recipient for purposes of reporting usage and qualification.

“Regulatory Requirements” means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the Securities and Exchange Commission or other state or federal regulatory authorities, as may be applicable; (b) the rules and regulations, disciplinary decisions and rule interpretations of EDXM; (c) EDXM’s decisions, Market Data Policies, interpretations, user guides, operating procedures, specifications (including without limitation the EDXM Specifications), requirements and other documentation that is regulatory or technical in nature published on the Website; and (d) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other legal or regulatory requirements.

“Subscriber Agreement” means any agreement that EDXM or its affiliates may require Data Recipient to obtain from an External Subscriber prior to Data Recipient providing such External Subscriber with Marketplace Data.

“System” means any system EDXM or its affiliates have developed for creation and/or dissemination of Marketplace Data.

“System Description” means any written description of Data Recipient’s system for receiving, storing, processing, using, entitling, transmitting and disseminating Marketplace Data that is provided to and approved by EDXM.

“User Agreement” means an agreement (either via a written contract or via Marketplace rules applicable to Members) by and between Data Recipient and EDXM, pursuant to which Data Recipient has the right to access the EDXM to, among other things, enter orders on EDXM, receive status updates on orders, cancel orders, and execute trades against orders on EDXM, as such agreement may be amended, modified, or supplemented from time to time.

2. Marketplace Users. All rights under this Agreement granted to any Data Recipient that is also party to a User Agreement are granted subject to the terms and conditions of this Agreement and are in addition to the rights granted to Data Recipient under the User Agreement.

If Data Recipient is a Member, then Data Recipient expressly acknowledges and agrees that: (a) this Agreement does not limit or reduce in any way Data Recipient’s obligations and responsibilities as a Member; (b) this Agreement does not in any way alter the procedures or standards generally applicable to disciplinary or other actions taken by EDXM to enforce compliance with, or impose sanctions for violations of, applicable Regulatory Requirements; and (c) the nonpayment of amounts due under this Agreement could result in the suspension or cancellation of Data Recipient’s membership on EDXM in accordance with applicable Regulatory Requirements.

3. Other Recipients. If Data Recipient has not entered into a User Agreement with EDXM, by signing this Agreement, Data Recipient has the right to access EDXM to receive data feeds from EDXM for internal purposes and for the distribution of, or otherwise enabling access (directly or indirectly) to, Marketplace Data, as described in Data Recipient’s System Description and approved by EDXM and not for any purpose inconsistent with the terms of this Agreement.

4. License. EDXM hereby grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except as provided in Section 20), revocable license permitting Data Recipient and its affiliates, during the term of this Agreement, to: (a) receive, store, process, commingle, and use for their own internal purposes any Marketplace Data received (i) directly from EDXM; or (ii) from another authorized Marketplace Data provider that has entered into a EDXM Market Data Agreement with EDXM, such as an extranet service provider or other Redistributor, and (b) distribute such Marketplace Data to any Person that is (i) an External Subscriber that has entered into a Subscriber Agreement, (ii) another authorized Person that has entered into a EDXM Market Data Agreement with EDXM and an agreement with Data Recipient, or (iii) otherwise authorized in writing by EDXM, either individually or as a member of a category, to receive access to Marketplace Data, in each case in accordance with the terms of this Agreement and Regulatory Requirements, as may be amended, modified, or supplemented from time to time. Data Recipient shall not use, or permit any third party to use, Marketplace Data for the creation or calculation of any index or similar work or in connection with the creation of any financial instrument or investment product, except as otherwise set forth in the Market Data Policies or otherwise authorized in writing by EDXM or a EDXM affiliate or, with respect to any Marketplace Data owned by a third party, the applicable provider of such Marketplace Data.

Furthermore, Data Recipient represents and warrants that the detailed description of its system for receiving, storing, processing, using, entitling, transmitting and disseminating Marketplace Data, as described in its System Description, including, but not limited to, the data processing equipment, software and communications facilities related thereto, is true, complete and not misleading, and that Data Recipient and its Data Users are authorized to receive and use the Marketplace Data only for the purposes set forth in this Agreement and applicable Regulatory Requirements. Any use or distribution of the Marketplace Data by Data Recipient and its Data Users, including, but not limited to, reprocessing or creating derived data or services, unless expressly described in Data Recipient’s System Description and approved by EDXM, is prohibited. Data Recipient acknowledges and represents that it shall not use or distribute the Marketplace Data at any time in contravention of Regulatory Requirements.

Should Data Recipient intend to make any material change to its service and/or systems for use and/or distribution of the Marketplace Data (including, but not limited to, redistribution and reproduction) not then described in Data Recipient’s

System Description, Data Recipient may only do so with EDXM's prior written approval of Data Recipient's revised System Description and subject to payment of applicable fees. EDXM shall promptly and in good faith approve or disapprove proposed modifications to Data Recipient's System Description. Data Recipient acknowledges and agrees that it acts at its own risk in developing any modification to its service and/or systems prior to receiving approval from EDXM in accordance with this Section 4. Data Recipient is not required to notify EDXM of non-material changes to its System Description.

5. Record Retention by Data Recipient. Data Recipient shall maintain complete and accurate records relating to the use and distribution of Marketplace Data in accordance with Regulatory Requirements and other such information as EDXM from time to time may reasonably request in writing.

6. Reporting. Data Recipient shall comply with Regulatory Requirements relating to usage reporting, such as reporting Data Users, Devices and other units of count as specified in the Market Data Policies.

7. Proprietary Nature of Marketplace Data. EDXM represents that Marketplace Data and the System constitute valuable property of EDXM. Data Recipient expressly acknowledges and agrees that, as between EDXM and Data Recipient, EDXM has the exclusive proprietary rights in and to the System and Marketplace Data that (a) originates on or relates to trading on EDXM; (b) relates to activities that are regulated or operated by EDXM; (c) EDXM derives from Marketplace Data that originates on or relates to EDXM; and (d) is a compilation of information and data that EDXM gathers from other sources pursuant to separate agreements with those sources. The System and all Marketplace Data, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between EDXM and Data Recipient, be and remain the sole and exclusive property of EDXM. Data Recipient shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance and full enjoyment by EDXM, its licensors, licensees, transferees and assignees, of their proprietary or other rights in Marketplace Data and the System. Data Recipient acknowledges and agrees that third party information providers that provide information, goods and services to EDXM in connection with the creation of Marketplace Data may impose certain requirements on the use and distribution of their respective information and data or information derived from their information and data, and accordingly Data Recipient rights under this Agreement with respect to Marketplace Data including or based on such third party information and data is subject to requirements imposed by the subject provider from time to time, notwithstanding terms and conditions of this Agreement to the contrary. EDXM makes no proprietary claim to information or data permitted to be derived from Marketplace Data by Data Recipient pursuant to this Agreement that do not display, represent or recreate any Marketplace Data, or readily allow Marketplace Data to be recalculated.

8. Protection of Marketplace Data. Data Recipient agrees to use commercially reasonable efforts to prevent any Person from obtaining Marketplace Data through its equipment or facilities, except as authorized hereunder or in an Additional Agreement. In the event Data Recipient has reason to believe any Marketplace Data is being obtained by an unauthorized Person from Data Recipient, or its affiliates or Data Users, Data Recipient agrees to use commercially reasonable efforts to ascertain the source from which, and the manner in which, the same is being obtained and to promptly inform and cooperate with EDXM fully with respect thereto. During the term of this Agreement, Data Recipient shall maintain effective Controls for any part of Data Recipient's service for which Data Recipient controls access to Marketplace Data.

9. Right to Deny Use or Distribution. EDXM retains the right to direct Data Recipient to terminate any use or distribution of Marketplace Data for any reason or no reason, in which event EDXM shall notify Data Recipient and Data Recipient shall cease using and/or distributing Marketplace Data as directed by EDXM as soon as commercially practicable.

10. Use of Name. EDXM shall not: (a) advertise or publicly announce that it is providing services to Data Recipient or its affiliates or (b) use the name of Data Recipient or any affiliate thereof in any advertising or promotional materials, including but not limited to, any published list of data recipients or other clients in its Website displays, without the prior written consent of Data Recipient. Data Recipient shall not: (a) advertise or publicly announce that it is receiving services from EDXM or its affiliates or (b) use the name of EDXM or any affiliate thereof in any advertising or promotional materials,

including but not limited to, any published list of data providers in its Website displays, without the prior written consent of EDXM.

11. Right to Audit. During the term of this Agreement and for a period of 12 months thereafter, Data Recipient shall allow EDXM or its appointed agent to inspect Data Recipient's records and systems to verify that internal use and/or distribution of Marketplace Data (including review of any records regarding the use of, or redistribution of, the Marketplace Data and locations where the Marketplace Data is being received) has been in accordance with this Agreement, the Market Data Policies and Regulatory Requirements.

12. Qualification Requirements; Data Recipient Indemnification. Except as otherwise set forth in this Agreement, Data Recipient shall only furnish, or cause or permit to be furnished, all or any part of Marketplace Data to Data Users that, at the time of receipt thereof, are of a type qualified (as set forth in applicable Regulatory Requirements) to receive Marketplace Data from Data Recipient. Data Recipient agrees that EDXM may have different qualification requirements for different Data Users. Data Recipient shall defend, indemnify and hold harmless the EDXM Indemnified Parties and any third parties that provide information, goods, and services to EDXM in connection with the creation of Marketplace Data from Claims and Losses based on or related to Marketplace Data received by Data Recipient (including without limitation, any Marketplace Data received, used and/or distributed by Data Recipient) arising from Data Recipient's election to distribute Marketplace Data to such Data User or Person without an executed Subscriber Agreement with such Data User or Person.

If any Data User fails to comply with any of the terms or conditions of this Agreement applicable to Data Users, its agreement with Data Recipient for Marketplace Data, or any other agreement between Data User and EDXM (including the Additional Agreements), or has made any representation in any such agreement which was or has become untrue, then Data Recipient shall, within 5 business days after receipt of notice from EDXM of such failure or untruth, cease providing Marketplace Data to such Data User and shall, within 10 business days following the receipt of such notice, confirm such cessation by notice to EDXM. Data Recipient shall be solely responsible for the acts and omissions of Internal Subscribers. If a Data User is to be terminated under this provision, then EDXM will request all Data Recipients to cease providing Marketplace Data to such Data User.

13. Warranty; Disclaimers; Modifications. EDXM represents and warrants that it has the right to grant the rights herein granted to Data Recipient. Notwithstanding the foregoing, Data Recipient acknowledges and agrees that nothing in this Agreement constitutes an undertaking by EDXM to continue: (a) to make Marketplace Data, the System, or any aspect of either, available in the present form or configuration or under the current EDXM Specifications; or (b) to use existing communications facilities. In addition, EDXM, in its sole discretion, may make modifications, additions, and/or deletions to Marketplace Data, the System, or any aspect of either, including its communications facilities. EDXM will use commercially reasonable efforts to provide Data Recipient with at least 60 days' notice of any material modification, addition, or deletion to such items, except to the extent a shorter period is: (x) required due to any situation that necessitates modifications, additions, or deletions on an accelerated basis or otherwise precludes such advance notice, or (y) required pursuant to an order of a court or an arbitrator or by a regulatory agency.

14. Fees. Data Recipient agrees to make timely payment of Connectivity Fees and Data Fees (as may be in effect from time to time), as well as any applicable late fees for the failure to make payment within the required time period, in accordance with the applicable Fee Schedules. Connectivity Fees and Data Fees are payable within 30 days of the invoice date. Data Recipient will be solely responsible for any and all telecommunications costs and all other expenses incurred in connecting to and maintaining its connection to, EDXM. Failure to make payments within 30 days from the invoice date may result in suspension or termination of distribution of Marketplace Data by EDXM to Data Recipient. Subject to Regulatory Requirements, EDXM reserves the right to change fees stated in a Fee Schedule, including Connectivity Fees and Data Fees, applicable to Data Recipient. EDXM will use commercially reasonable efforts to provide advance notice to Data Recipient (delivered via email and posted to the Website) of any changes to Connectivity Fees. EDXM will use commercially reasonable efforts to provide at least 60 days advance notice to Data Recipient (delivered via email and posted to the Website) of any changes to Data Fees, provided, however, that such notice shall be not less than 30 days prior to the effectiveness of the

change. **Receipt or use of Marketplace Data after the applicable notice period for any change of Connectivity Fees or Data Fees shall constitute acceptance of such changes by Data Recipient.**

Data Recipient is not required to actually invoice Data Recipient Invoiced Subscribers, but, in any event, Data Recipient shall be responsible for the charges associated with the Data Recipient Invoiced Subscribers. Data Recipient shall bear all risk of non-payment by Data Recipient Invoiced Subscribers or by Data Users for which Data Recipient is responsible for the charges. Data Recipient may choose to pay EDXM any charges due on behalf of any Data User. Upon Data Recipient's payment to EDXM on behalf of any Data User of any charges due hereunder, Data Recipient shall be subrogated to any and all rights of EDXM to recover such charges. Data Recipient shall pay any taxes, charges or assessments (other than taxes imposed on the net income of EDXM) by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof relating to the provision, use or distribution of Marketplace Data pursuant to this Agreement, and any related penalties or interest. In addition, if Data Recipient or any Data Recipient Invoiced Subscriber is required by applicable law to deduct or withhold any such tax, charge or assessment from the fees due EDXM, then such fees due from Data Recipient to EDXM shall be increased so that the net amount actually received by EDXM after the deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the fees that are owed.

15. Term and Termination. This Agreement, subject to earlier termination in accordance with its terms, shall continue until it is terminated either by Data Recipient on not less than 60 days' written notice to EDXM or by EDXM on not less than 60 days' written notice to Data Recipient. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice by EDXM in the event that (a) Data Recipient is not permitted or not able to receive or EDXM is prevented from disseminating Marketplace Data, or any part thereof; (b) any representation, warranty or certification made by Data Recipient in this Agreement or in any other document furnished by Data Recipient is, as of the time made or furnished, materially false or misleading; (c) Data Recipient's actions or omissions result in a default of its obligations or covenants under this Agreement or in a breach of any representation, warranty, certification or other provision of this Agreement, which is material to EDXM for regulatory, commercial or other reasons, after EDXM has notified Data Recipient in writing that such action constitutes a default or breach hereunder and has not been cured within 30 days of receipt of such notification by EDXM; or (d) EDXM, in its sole reasonable discretion, determines that any failure on the part of Data Recipient to comply with this Agreement has or is likely to have a materially adverse impact on the operation or performance of the System, Marketplace Data or EDXM, or likely to cause disproportionate harm to EDXM's interests should termination be delayed. The following Sections will survive the termination or expiration of this Agreement for any reason: 1, 5-8, 10-19, 21, 22, 24-27, and 29. Any terms and conditions of the Additional Agreements incorporated herein by reference which by their terms are stated to survive the termination or expiration of such Additional Agreements shall survive the termination or expiration of this Agreement.

16. Confidentiality. Under this Agreement, EDXM (and any EDXM designee conducting an audit pursuant to this Agreement) shall keep confidential Data Recipient's System Description and Data Recipient's records, reports and payments that EDXM or its designee has reviewed or audited, and any other Data Recipient information or material reasonably considered to be of a confidential nature (whether or not designated as such), as well as any and all information received in connection with this Agreement, including but not limited to, business, financial, operational, product, service and other information. Data Recipient acknowledges that it may also obtain confidential information, data, or techniques of EDXM or its affiliates (whether or not designated as such). All such confidential information, whether written or oral, shall be deemed confidential upon disclosure to the recipient. Except as otherwise set forth herein, the recipient shall use such confidential information solely for use consistent with the purposes of this Agreement; shall hold such confidential information in confidence; and shall not use, disclose, copy, or publish any such confidential information without the prior written approval of the disclosing party. The recipient shall take reasonable security precautions, including at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the confidential information of the disclosing party. The recipient shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of confidential information, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the confidential information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure

of confidential information, and that disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Notwithstanding anything herein to the contrary, EDXM (or a EDXM affiliate) or Data Recipient may disclose confidential information to the extent: (a) demanded by a court, arbitrator or government agency with regulatory jurisdiction over EDXM or over Data Recipient or any judicial or government order; (b) necessary to fulfill any EDXM (or EDXM affiliate) or Data Recipient regulatory responsibility; or (c) necessary for EDXM (or a EDXM affiliate) or Data Recipient and their respective employees, directors, and other agents to use such confidential information consistent with the purposes of this Agreement. If a party is required to disclose information pursuant to clauses (a) and (b) immediately above, such party shall notify the disclosing party in writing, to the extent permitted by law or regulation, of such requirement prior to disclosing such information and provide the original disclosing party, at its expense, with an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the confidential information. The duties in this Section 16 do not apply to data, information or techniques that: (i) were lawfully in a party's possession prior to the date of this Agreement, provided the source of that information was not known by recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to disclosing party; (ii) is now, or hereafter becomes, through no act or failure to act on the part of recipient, generally known to the public; (iii) is rightfully obtained by recipient from a third party so long as the party does not know that the third party has breached any obligation not to reveal such data, information, or techniques; or (iv) can be demonstrated was independently developed by recipient without use or reference to the confidential information. All confidential information is and shall remain the property of the disclosing party. By disclosing confidential information to recipient, disclosing party does not grant any express or implied right to recipient to or under any patents, copyrights, trademarks, or trade secret information.

EDXM shall not disclose its audit findings to any third parties (other than to its affiliates and to EDXM's and its affiliates' directors and independent consultants, subcontractors or professional advisors that are subject to confidentiality obligations or as otherwise set forth herein) and all information learned in connection with an audit shall constitute Data Recipient's confidential information. Notwithstanding the foregoing, nothing herein shall prevent EDXM from using the audit findings to the extent the findings are used in the aggregate with other information and such aggregation does not (a) specifically identify Data Recipient or (b) create a context where Data Recipient's identity may be reasonably inferred.

17. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. Except to the extent of fraud or willful misconduct by EDXM, or a claim arising out of EDXM's indemnification or confidentiality obligations set forth herein, EDXM Indemnified Parties shall not be liable to Data Recipient or its affiliates, or to any other Person, for Claims and Losses related to the Marketplace Data, including for any inaccurate or incomplete Marketplace Data received from EDXM or from a Redistributor, any delays, interruptions, errors, or omissions in the furnishing thereof, or any direct, indirect or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors or omissions. DATA RECIPIENT EXPRESSLY ACKNOWLEDGES THAT MARKETPLACE DATA AND ANY AND ALL MATERIAL RELATED TO MARKETPLACE DATA, INCLUDING BUT NOT LIMITED TO THE SYSTEM AND EDXM SPECIFICATIONS, ARE BEING PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13, DATA RECIPIENT ACKNOWLEDGES THAT EDXM INDEMNIFIED PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MARKETPLACE DATA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT TO THE EXTENT OF FRAUD OR WILLFUL MISCONDUCT BY EDXM, EDXM INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO DATA RECIPIENT, OR TO ANY OTHER PERSON, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS OR LOST PROFITS, ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF EDXM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABSENT FRAUD OR WILLFUL MISCONDUCT BY DATA RECIPIENT, OR A CLAIM ARISING OUT OF DATA RECIPIENT'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, DATA RECIPIENT INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF DATA RECIPIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Indemnification by Data Recipient. Data Recipient and its affiliates agree to indemnify, defend, and hold harmless EDXM Indemnified Parties from and against any and all Claims and Losses imposed on or asserted against EDXM Indemnified Parties by a third party resulting from, in connection with, or arising out of (a) any failure of a Data User to comply with the terms and conditions of any EDXM required agreement for Marketplace Data if Data Recipient has failed to notify EDXM in writing of such non-compliance within 10 days after Data Recipient knows of such non-compliance (unless such Data User is a party to a EDXM Market Data Agreement); (b) any assertion of Claims and Losses relating to this Agreement against any EDXM Indemnified Party made by any Data User (or any third party relying upon Marketplace Data received by such Data User, unless such Data User is party to a EDXM Market Data Agreement); (c) the receipt, use, or redistribution of Marketplace Data in breach hereof by Data Recipient or its affiliates; (d) any failure by Data Recipient or its affiliates to comply with its obligations under this Agreement; and (e) any claim by any third party that the use of Data Recipient's service (except the Marketplace Data) infringes any U.S. copyright, patent, trademark, trade secret or other intellectual property right; provided that: (i) EDXM promptly notifies Data Recipient in writing of any claim, action, or allegation; however, failure to promptly notify Data Recipient of a claim shall not relieve Data Recipient of its indemnification obligations hereunder except to the extent that such failure prejudices the rights of Data Recipient; (ii) Data Recipient shall have sole control of the settlement and defense of any action to which this indemnity relates, but, upon EDXM's request, shall inform EDXM of the status of any proceedings or negotiations; and (iii) EDXM reasonably cooperates to facilitate such defense. Data Recipient, in defending any such claim, action or allegation, except with the written consent of EDXM Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which (A) does not include, as an unconditional term, the grant by the claimant to the EDXM Indemnified Parties of a release of all liabilities in respect to such claim, action, or allegation and (B) subjects EDXM Indemnified Parties to any obligation in addition to those set forth herein. EDXM shall use all reasonable efforts to mitigate its loss, damage, costs, and expense. Any costs recovered in a settlement will be for the account of Data Recipient.

19. Indemnification by EDXM. EDXM agrees to indemnify, defend and hold harmless Data Recipient Indemnified Parties from and against all Claims and Losses imposed on or asserted against a Data Recipient Indemnified Party by a third party resulting from, in connection with, or arising out of a claim that Marketplace Data, or Data Recipient's use thereof, or the System infringes any U.S. copyright, patent, trademark, trade secret or other intellectual property right; provided that: (a) Data Recipient promptly notifies EDXM in writing of any claim, action, or allegation; however, failure to promptly notify EDXM of a claim shall not relieve EDXM of its indemnification obligations hereunder except to the extent that such failure prejudices the rights of EDXM; (b) EDXM shall have sole control of the settlement and defense of any action to which this indemnity relates, but, upon Data Recipient's request, shall inform Data Recipient of the status of any proceedings or negotiations; and (c) Data Recipient reasonably cooperates to facilitate such defense. EDXM, in defending any such claim, action or allegation, except with the written consent of Data Recipient Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which (A) does not include, as an unconditional term, the grant by the claimant to the Data Recipient Indemnified Parties of a release of all liabilities in respect to such claim, action, or allegation and (B) subjects Data Recipient Indemnified Parties to any obligation in addition to those set forth herein. Data Recipient shall use all reasonable efforts to mitigate its loss, damage, costs, and expense. Any costs recovered in a settlement will be for the account of EDXM.

EDXM shall not have the obligation to indemnify, defend and hold harmless Data Recipient Indemnified Parties for any and all Claims and Losses imposed on, incurred by or asserted against a Data Recipient Indemnified Party as a result of any allegation of infringement or misappropriation if the System, Marketplace Data, or any EDXM Specifications have not been used in accordance with this Agreement which resulted in such infringement or misappropriation, or if Data Recipient uses the System, Marketplace Data, or any EDXM Specifications after EDXM notifies Data Recipient of a potential or actual infringement claim or to the extent it is based on use of a superseded version of the System, Marketplace Data, or any EDXM Specifications if such infringement or misappropriation would have been avoided by use of the current version of the System, Marketplace Data, or EDXM Specifications or if the infringement or misappropriation claim, action, or allegation is the result of the combination, operation, or use of the System furnished timely to Data Recipient by EDXM, Marketplace Data, or any EDXM Specifications with hardware, software, or materials if such infringement or misappropriation would have been avoided by the use of the System, Marketplace Data, or any EDXM Specifications without such hardware, software, or materials.

In the event of a claim, action or allegation of infringement or misappropriation or if, in EDXM's reasonable opinion, such a claim, action or allegation is likely to occur or if the use of the System, Marketplace Data, or any EDXM Specifications is enjoined because of infringement or misappropriation, EDXM may, at its sole option and expense, (i) procure for Data Recipient the right to continue using the System, Marketplace Data, or any EDXM Specifications; (ii) replace or modify the System, Marketplace Data, or any EDXM Specifications to be non-infringing, and require the return of the potentially infringing or misappropriating items, if applicable, without liability to Data Recipient or any other third party; or (iii) terminate this Agreement immediately without liability to Data Recipient (other than indemnification by EDXM in accordance with this Section) or any third party.

This Section sets forth the entire liability of EDXM and the exclusive remedy of Data Recipient for the infringement or misappropriation of intellectual property by EDXM.

20. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. Data Recipient may not assign this Agreement in whole or in part without the prior written consent of EDXM; provided, however, that EDXM shall not unreasonably withhold such consent. Notwithstanding the foregoing, Data Recipient may assign this Agreement in its entirety to (a) an affiliate or subsidiary; (b) a successor of Data Recipient, by consolidation, merger, or operation of law; or (c) a purchaser of all or substantially all of Data Recipient's assets, in each case without the prior written consent of EDXM, provided that Data Recipient (i) is not currently in breach of this Agreement or delinquent in any fees owed to EDXM hereunder and (ii) provides prior written notice to EDXM. EDXM may require the assignee to sign a new agreement with EDXM. EDXM may assign or transfer this Agreement or any of its rights or obligations hereunder to a related or an unrelated party pursuant to written notice to Data Recipient.

21. Force Majeure. Neither party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay fees when due) caused by an event that is beyond the party's control; provided, however, that such party shall use commercially reasonable efforts to remedy the situation and resume performance as specified in this Agreement.

22. Severability. Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement, and such provision shall be construed to be effective and valid to the fullest extent under applicable law.

23. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

24. Entire Agreement; Priority Rules; Amendment; Waiver. Notwithstanding anything in this Agreement to the contrary, the terms and conditions of any applicable Additional Agreements shall be incorporated herein by reference, and, together with this Agreement, shall constitute the complete and entire statement of all conditions and representations of the agreement between EDXM and Data Recipient with respect to its subject matter and supersedes all prior writings or understandings. If there is any conflict or inconsistency among this Agreement and the documents incorporated herein by reference with respect to the use or distribution of Marketplace Data as contemplated herein, the following order of precedence shall apply, to the extent applicable to Data Recipient: (a) Regulatory Requirements, if any; (b) applicable Fee Schedules; (c) this Agreement; (d) the applicable System Description; (e) the User Agreement; and (f) Additional Agreements, if any.

Except as may otherwise be set forth in this Agreement, EDXM or its affiliates may amend this Agreement, the Subscriber Agreement and the Market Data Policies on 60 days' prior written notice to Data Recipient, and any receipt or use of Marketplace Data after such date is deemed acceptance. The means of notifying Data Recipient of such amendment may

include, but not be limited to, emailing such term or condition to Data Recipient or posting such alteration on the Website upon written notice to Data Recipient.

No failure on the part of EDXM or Data Recipient to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

25. Notices. Any notice given pursuant to this Agreement shall be in writing (including by email) to EDXM at legal@edxmarkets.com or the office address specified above or set forth on the Website or in the Market Data Policies from time to time, or to Data Recipient at the email or office address of Data Recipient on file with EDXM.

26. Governing Law; Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Both parties agree that disputes relating to this Agreement shall be resolved solely in the state or federal courts located in the County of Cook in the State of Illinois, and each party hereby submits to the jurisdiction of such courts.

27. Affiliates. Notwithstanding anything to the contrary in this Agreement, the Data Recipient may identify to EDXM any affiliate that is entitled to exercise the rights of Data Recipient set forth herein on behalf of itself, the Data Recipient, or any other affiliate of the Data Recipient, including, but not limited to, rights to use and distribute Marketplace Data to other parties, subject to the terms of this Agreement. If this Agreement will be applicable to an affiliate, Data Recipient must submit a list of any such affiliate(s) to EDXM. By submitting the names of its affiliate(s), Data Recipient agrees that the contact information set forth herein shall be deemed to be the contact information for each affiliate and that DATA RECIPIENT SHALL ASSUME ALL RESPONSIBILITY FOR AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EDXM INDEMNIFIED PARTIES AGAINST ANY ACTION OR INACTION BY AN AFFILIATE AS IF SUCH ACTION OR INACTION WERE THAT OF DATA RECIPIENT, AND DATA RECIPIENT AND ITS AFFILIATE(S) SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL ACTIONS AND/OR INACTIONS OF THE OTHER(S). All of the rights and licenses granted to, and all obligations of, Data Recipient under this Agreement will apply to such affiliate(s) to the same extent as applicable to Data Recipient. For the avoidance of doubt, any affiliate of Data Recipient that is not identified by Data Recipient to EDXM under this provision shall not be entitled to exercise the rights of Data Recipient set forth herein, and Data Recipient shall ensure that no such affiliate receives any Marketplace Data from Data Recipient under the terms hereof.

For purposes of this Agreement, an “affiliate” of Data Recipient shall include any entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Data Recipient, where control means the power to direct or cause the direction of the management or policies of another entity, whether through the ownership of voting securities, by contract, or otherwise. The Data Recipient may delegate any of its responsibilities, obligations or duties under or in connection with this Agreement to any affiliate of the Data Recipient or an authorized third-party agent, which may discharge those responsibilities, obligations or duties on behalf of the Data Recipient in accordance with this Agreement.

28. Headings. Section headings are included for convenience only and are not to be used to construe or interpret this Agreement. All references contained herein to sections or subsections shall refer to the sections or subsections of this Agreement, unless specific reference is made to the sections or subsections of another document.

29. Cumulative Remedies. Except as otherwise limited herein, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, equity, by statute, in any other agreement between the parties (including without limitation the Additional Agreements) or otherwise.

30. Counterparts. This Agreement may be executed in one or more counterparts, which shall each be considered an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

User: _____

EDX Markets LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____