

1. GENERAL DEFINITIONS.

- 1.1 "Agreement"** shall mean: (a) a mutually executed CDA and any Service Orders thereunder or (b) a mutually executed Service Order that incorporates these Terms and Conditions ("T&Cs") by reference, in each case including all appendices, Service Confirmations, the Nasdaq Requirements, as added to, deleted from, or amended from time-to-time.
- 1.2 "Affiliate"** shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party. For this purpose, "control" shall mean direct and indirect beneficial ownership of greater than 50% of the voting stock of, or greater than 50% interest in the income of, such corporation or other business entity.
- 1.3 "AML Laws"** as used herein means applicable laws, regulations, and orders relating to money laundering and the proceeds of criminal activity.
- 1.4 "Claims or Losses"** shall mean any and all direct liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, and reasonable costs and expenses of whatever nature, whether incurred by or issued against a party, including, without limitation: (a) indirect, special, punitive, consequential, or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage); and (b) reasonable administrative costs, litigation costs, and auditors' and attorneys' fees, both in-house and outside counsel, and related disbursements.
- 1.5 "Data Feed"** shall mean any uncontrolled transmission of Information in which the Recipient does not control both the entitlements and the display of the Information. API's or similar solutions are generally Data Feeds. Distributors leveraging APIs for data distribution require pre-approval from Nasdaq.
- 1.6 "Data Feed Recipient"** shall mean any Recipient outside of Distributor that: (a) receives Information from the Distributor; and (b) for which the Distributor cannot substantially control the Information for the purpose of reporting usage or qualification.
- 1.7 "Derived Data"** shall mean any information generated in whole or in part from the Information such that the information generated cannot be reverse engineered or decompiled to recreate the Information, or be used to create other data that is recognizable as a reasonable substitute for such Information.
- 1.8 "Distributor"** shall mean Distributor and its Affiliates, as identified in writing to Nasdaq in accordance with Section 6.
- 1.9 "Distributor Invoiced Recipient"** shall mean any Recipient that, per Nasdaq's decision, is charged or assessed for Information by Distributor as distinguished from Nasdaq-Invoiced Recipients.
- 1.10 "Distributor's Data"** shall mean data that Distributor or Distributor's agent enters into the Nasdaq System as more fully reflected in the separate agreement between Nasdaq and

Distributor.

- 1.11 “Distributor’s Service”** shall mean the goods or services provided by Distributor, whether internally or externally, which is based on or uses the Information or of which the Information is apart.
- 1.12 “Distributor’s System”** shall mean one or more of Distributor’s systems which meet the specifications (including, but not limited to, interface and operational requirements) set forth by Nasdaq through which Distributor accesses the Information and distributes Distributor’s Service.
- 1.13 “External Recipient”** shall mean any Recipient not affiliated with the Distributor that receives Information where the Distributor can substantially control the Information for the purpose of reporting usage or qualification.
- 1.14 “Information”** shall mean certain data and other data disseminated that has been collected, validated, processed and recorded by the Nasdaq System or other sources made available for transmission to and receipt from either a Redistributor or from Nasdaq relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators or devices; (b) persons regulated by, or activities of Nasdaq; (c) information, data and services offered by Nasdaq from other sources; or (d) other information and data from Nasdaq. Information includes, but is not limited to, any element of Information used or processed in such a way that the Information or a substitute for such Information can be identified, recalculated or re-engineered from the processed Information. Information includes Nasdaq Information and Nasdaq Market Information.
- 1.15 “Internal Recipient”** shall mean any Recipient that is not an External Recipient.
- 1.16 “Nasdaq”** shall collectively mean Nasdaq CXC Limited.
- 1.17 “Nasdaq Confidential Information”** shall mean the confidential information, data, or techniques that, in the course of performance of the Agreement, Distributor may obtain from Nasdaq.
- 1.18 “Nasdaq Information”** shall mean all Information that is not otherwise designated as Nasdaq Market Information.
- 1.19 “Nasdaq Invoiced Recipients”** shall mean any Recipient that Nasdaq chooses to invoice, as distinguished from Distributor Invoiced Recipients.
- 1.20 “Nasdaq Market”** shall mean the Nasdaq Canada exchange.
- 1.21 “Nasdaq Market Information”** shall mean Information disseminated from a Nasdaq Market.
- 1.22 “Nasdaq Requirements”** shall mean: (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the OSC, as may be applicable based upon the Nasdaq Market from which the Information is received; (b) the rules and regulations, disciplinary decision and rule interpretations applicable to Nasdaq Markets; (c) Nasdaq or the Nasdaq Markets’ decisions, policies, interpretations, operating procedures, specifications, requirements and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on Nasdaq Trader or another website accessible by and made known to Distributor; (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other requirements, whether promulgated by Canada or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the Nasdaq Requirements.
- 1.23 “Nasdaq Specifications”** shall mean the specifications, as the same may be amended from time to time with which Distributor’s System must comply, which specifications are available

from Nasdaq upon request.

1.24 “Nasdaq System” shall mean any system Nasdaq has developed for the creation and/or dissemination of Information.

1.25 “Nasdaq Trader” shall mean the website located at www.NASDAQTrader.com or its successor site(s).

1.26 “OSC” shall mean the Ontario Securities Commission in Canada.

1.27 “Other Information” shall have the meaning given to it in Section 4.2(b) of the T&Cs.

1.28 “Recipient” shall mean any natural person, proprietorship, corporation, partnership, or other entity whatsoever that has access to Information.

1.29 “Redistributor” shall mean providing a controlled or uncontrolled product.

1.30 “Restricted Party” shall mean a person or entity designated on a restricted party list maintained by the United States Government (e.g., List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions Identification List, Entity List, Denied Persons List, Unverified List or Debarred Parties List), the United Nations Security Council, the European Union, the United Kingdom, or any other applicable jurisdiction.

1.31 “Service Facilitator” is a natural person, proprietorship, corporation, partnership, or other entity whatsoever receiving Information from Distributor for the sole purpose of facilitating dissemination of Information through Distributor’s Service in accordance with the Agreement. Service Facilitators may be agents of the Distributor, owners or operators of websites displaying the Distributor’s Service, software developers, facilities managers, property managers or providers of other support services. Service Facilitators have no right to use Information outside the Distributor’s Service.

1.32 “Service Order” shall mean a service order form executed by Distributor and Nasdaq that is subject to the CDA or incorporates these T&Cs by references.

1.33 “Service Confirmation” shall mean a written communication from Nasdaq that identifies the terms on which Distributor may access Nasdaq Market Information as described in Section 3.2.

1.34 “System Description” shall mean the System Application, Data Feed Request Form and any other description of Distributor’s System given to and approved by Nasdaq.

1.35 “Third Party Information Providers” shall mean those individuals and entities that provide information, goods and services to Nasdaq in connection with the creation of the Information. Such information, goods and services shall be included in the definition of Information.

2. ENGLISH LANGUAGE ELECTION.

1.36 English Language. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

3. SERVICE ORDERS.

3.1 Service Orders. Unless subject to the Nasdaq Market Information Exemption in accordance with Section 3.2 below, all Information provided to a Distributor shall be detailed in a mutually executed Service Order. Each Service Order shall be subject to these T&Cs.

3.2 Nasdaq Market Information Exemption. In the event the Parties have an active: (a) mutually executed CDA; or (b) executed Service Order that references these T&Cs and includes Nasdaq Market Information products, Distributor may request additional Nasdaq Market Information products without executing a new Service Order. Upon receipt of a request from Distributor, Nasdaq shall provide Distributor a written Service Confirmation detailing the requested Nasdaq Market Information products. In the event Distributor does not request a modification or rejects the Service Confirmation in accordance with the terms of such Service Confirmation, the Service Confirmation: (x) shall be deemed approved by Distributor; and (y) the Parties acknowledge and agree that the Nasdaq Market Information shall be provided pursuant to and in accordance with the Agreement including all applicable fees.

4. LICENSE; RESTRICTIONS; PROPRIETARY RIGHTS.

4.1 License.

(a) Nasdaq grants to Distributor a worldwide, non-exclusive, non-transferable license to receive use, process and store the Information during the term of this Agreement solely in accordance with the terms and conditions of the Agreement.

(b) Distributor shall be entitled to change the display format identified by Distributor in accordance with the Nasdaq Requirements; provided that: for a material change: (i) Distributor shall notify Nasdaq, describing such change in reasonable detail, as soon as reasonably practicable or within fifteen (15) days after implementation of any such change; and (ii) Distributor believes in good faith that such change complies with the Nasdaq Requirements. Distributor shall not be required to notify Nasdaq of non-material changes.

(c) Distributor will attribute source as set forth in the Nasdaq Requirements. Distributor shall not remove or alter any intellectual property ownership and/or identification notices found within the Information except with Nasdaq's prior written approval.

(d) Distributor may use, on its premises (which may include use through a cloud-based or other technology service under the Distributor's control), the Information in connection with use identified by Distributor in the Service Order, in accordance with the Service Confirmation as detailed in Section 3.2, or as otherwise identified by Distributor in accordance with the Nasdaq Requirements, without charge (except for any taxes, charges or assessments (other than taxes imposed on the net income of Nasdaq) by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Distributor), for advertisement, demonstration, product development, technical operations, monitoring of data quality and customer service. Distributor may also make limited use, off its premises, of the Information, as part of the Distributor's Service, for sales and marketing purposes (including, but not limited to, use at trade shows) and for demonstration purposes to potential clients. Upon request, Distributor shall provide Nasdaq or its designee with information about, and demonstrate, such non-fee liable uses. All other provisions of this Agreement shall remain applicable, including, without limitation, audit by Nasdaq. Use of the Information by Distributor for securities transactions or to support the trading of securities by Distributor's clients shall be considered a fee-labile use.

(e) Distributor may use a Service Facilitator to facilitate the dissemination of Information in Distributor's Service, provided that: Distributor maintains a legally valid and enforceable contract with such Service Facilitator, that: (i) includes all limitations on the Service Facilitator's right to redistribute the Information in accordance with the Agreement; and (ii) protects Nasdaq and the Indemnified Parties to the same extent as detailed under the Agreement. Distributor shall indemnify the Nasdaq Indemnified Parties against any assertion of claims or losses relating against the Nasdaq Indemnified Parties made by a Service Facilitator who receives the Information from Distributor. For avoidance of doubt, Distributor may not provide a Data Feed to the Service Facilitator unless both Distributor and Service Facilitator comply with the

applicable Nasdaq Requirements, which may include requiring Service Facilitator to enter into an Agreement directly with Nasdaq.

(f) Recipients may, on a non-continuous basis, furnish limited amounts of the Information to clients in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies

(g) In addition to the terms and conditions of this Agreement, Distributor shall comply with the applicable Third Party Information Provider license terms and conditions (<https://www.nasdaqtrader.com/content/AdministrationSupport/Policy/ThirdPartyDataLicenseTermsandConditions.pdf> or such successor link) applicable to the Information.

4.2 Restrictions.

(a) Any use of the Information by Distributor or Recipients, including, but not limited to, retransmission, furnishing or otherwise permitting or providing access to the Information, unless expressly described in the Service Order or in accordance with the Nasdaq Requirements, is prohibited. Without limiting the forgoing, Distributor agrees to not: (i) sell or lease the Information; (ii) format, display, or alter the information or data received through and from the Information in violation of Nasdaq Requirements, including, but not limited to, Nasdaq's Specifications; (iii) affect materially the integrity of the Information; (iv) alter the Information in any manner that adversely affects its accuracy or integrity; and/or (v) render the Information inaccurate, unfair, uninformative, fictitious, misleading, or discriminatory. Distributor represents that it will not interfere with or adversely affect any of the component parts or processes of the Information or the Nasdaq System, or any use thereof by any other authorized individuals or entities, or the distribution or operation of the Information or the Nasdaq System. If Distributor becomes aware of any unauthorized use by a Recipient, Distributor shall notify Nasdaq immediately of such use.

(b) If the interface with the Nasdaq System or usage of Information identified by Distributor in accordance with the Nasdaq Requirements enables Distributor to receive Information for which Distributor has not been authorized ("Other Information") or if Nasdaq otherwise inadvertently transmits Other Information to Distributor, Distributor shall notify Nasdaq and Distributor shall not knowingly furnish, displayed or permit to be furnished or displayed such Other Information to any third party. Nasdaq shall have the right to monitor Distributor's usage of Information to ensure compliance with this Section including through manual and/or auto extraction of Information from Distributor's System or Service notwithstanding any terms of service or other agreement governing such Distributor's System or Service. If Nasdaq becomes aware of the fact that Distributor is receiving or distributing such Other Information, Nasdaq shall so notify Distributor. If Distributor knowingly so furnishes or displays or permits the furnishment or display of the Other Information to any third party, or otherwise knowingly makes use of the Other Information, Distributor shall be liable to Nasdaq pursuant to this Agreement for the Other Information, including, but not limited to, for charges for the Other Information. Distributor is considered to have knowingly furnished or used the Other Information if Distributor intentionally undertakes to interface with the Nasdaq System or otherwise uses the Information other than as identified by Distributor in accordance with the Nasdaq Requirements or undertakes any efforts to market Distributor's Service that is based on, uses or intentionally distributes the Other Information or of which the Other Information is a part. If knowingly received, Other Information shall be considered as Information for all other purposes under this Agreement.

4.3 Proprietary Rights.

(a) Distributor acknowledges and agrees that, as between the two parties and subject to Section 4.3(b) below, Nasdaq has proprietary rights in the Information and data that: (i) originates on, or relates to, trading on any of the Nasdaq Markets; (ii) relates to activities that are regulated or

operated by one or more of the Nasdaq Markets; (iii) Nasdaq derives from Information and data that originates on, or relates to, any Nasdaq Market; and/or (iv) is a compilation or other rights in information and data that Nasdaq gathers or derives from other sources pursuant to separate agreements with those sources. Subject to Section 4.3(b) below, all Information, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between the two parties, be and remain the sole and exclusive property of Nasdaq. Distributor shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance, and full enjoyment by Nasdaq, its licensees, transferees and assignees, of the proprietary rights of Nasdaq in the Information and Nasdaq System. Distributor acknowledges and agrees that Third Party Information Providers have exclusive proprietary rights in their respective information and data and services.

(b) Notwithstanding anything contained herein or the Nasdaq Requirements: (i) Nasdaq makes no proprietary claim to any Derived Data; (ii) Nasdaq acknowledges that Distributor retains all ownership and other rights associated with Distributor's Data; and (iii) no provision in this agreement shall impair any right, interest or use of Distributor's Data granted by operation of any other rule or law.

5. DISTRIBUTOR REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

5.1 Distributor represents and warrants that: (a) all information provided by Distributor including, if applicable, the System Description, is true, accurate and correct; (b) it will only use the Information in compliance with this Agreement; (c) the usage of Information identified by Distributor in accordance with the Nasdaq Requirements, including, but not limited to, the data processing equipment, software, and communications facilities related thereto, is true, complete and not misleading; (d) neither Distributor nor any of its Affiliates is a Restricted Party; (e) no Restricted Party owns, individually or in the aggregate, fifty percent (50%) or more of its outstanding equity interests of Distributor; (f) none of Distributor's officers or directors is a Restricted Party; (g) it will comply with all AML Laws in the performance of the Agreement; (h) it will provide Nasdaq with information, including know your customer (KYC) / know your third party (KYTP) information, reasonably requested by Nasdaq to support compliance with AML Laws or other similar applicable laws and regulations; (i) payments made under the Agreement will be made only from or to an account in the name of Distributor (except where the parties have mutually agreed in the Agreement or otherwise in writing identifying an authorized entity to make/receive payment on behalf of Distributor); (j) payments made under the Agreement will not in whole or part be derived, directly or indirectly, from any violation of the AML Laws or other unlawful act; (k) it will not use the Services for the benefit of a Restricted Party or permit a Restricted Party to be a user of the Services or outputs thereof; and (l) it will not use the Services to violate or otherwise facilitate or aid in the violation of AML Laws or other similar applicable laws and regulations.

5.2 Except as otherwise detailed in these T&Cs, Distributor acknowledges that all Data Feed Recipients including Service Facilitators must comply with the applicable Nasdaq Requirements and may be required to enter into an Agreement directly with Nasdaq for such Information. For all other External Recipients, Distributor shall have a legally valid and enforceable contract with such External Recipient that: (a) governs the accounts held by External Recipients with the Distributor through which the External Recipient is entitled to access the Information, including any limitations on an External Recipient's right to redistribute the Information; and (b) includes the disclaimer detailed below or a substantially similar disclaimer.

"© <Insert applicable year> Nasdaq, Inc. All Rights Reserved. The information, data, analysis and Information contained herein (i) include the proprietary information of Nasdaq, Inc. and/or the applicable Nasdaq Market, (ii) are subject to applicable Nasdaq Requirements (http://nasdaqtrader.com/Trader.aspx?id=GDP_Ops or successor link); (iii) may not be copied or further disseminated except as specifically authorized by Nasdaq, (iv)

do not constitute investment advice, (v) are provided solely for informational purposes. and (vi) Nasdaq makes no warranties including that the information is complete, accurate or timely. Nasdaq and the Nasdaq Markets bear no liability with respect to the data, analysis and Information.”

Distributor shall indemnify Nasdaq and all of its officers, directors, employees, agents and Third Party Information Providers (collectively, the “Nasdaq Indemnified Parties”) against any assertion of claims or losses relating to the Nasdaq Indemnified Parties made by an External Recipient who receives the Information from Distributor (or any person relying upon the Information received by such a Recipient) arising from Distributor’s election to distribute Information to such External Recipient.

5.3 If any Recipient fails to comply with any of the conditions, terms or provisions of this Agreement applicable to Recipients, its agreement with Nasdaq and/or Distributor for the Information, or any other agreement between Recipient and Nasdaq, or has made any representation in any such agreement which was or has become untrue, then Distributor shall, within five (5) business days after receipt of notice from Nasdaq of such failure or untruth, cease providing the Information to such Recipient and shall, within ten (10) business days following the receipt of such notice, confirm such cessation by notice to Nasdaq. Distributor shall be solely responsible for the acts and omissions of Internal Recipients. If a Recipient is to be terminated under this clause, then Nasdaq will request all Distributors to cease providing Information to such Recipients.

5.4 Except as otherwise set forth in this Agreement, Distributor shall only furnish, or cause or permit to be furnished, all or any part of the Information to a Recipient who, at the time of receipt thereof, is of a type qualified (as set forth in the Nasdaq Requirements) to receive the Information from Distributor. Distributor agrees that Nasdaq may have different qualification requirements for different Recipients, including, but not limited to different Recipients of different types of Distributor’s Services.

5.5 Each Distributor that provides Information predominantly to External Recipients agrees that during the term of this Agreement, and upon request from Nasdaq, will provide at no cost to Nasdaq, two (2) subscriptions to Distributor’s Service together with the equipment, if equipment is required to receive the Information, used to receive and to display or communicate the Distributor’s Service and the related telecommunications facilities. Nasdaq agrees that such subscriptions will be used solely for purposes of monitoring the Information and demonstrating Distributor’s Service. Upon request, Distributor will make available marketing materials and user guides for all components of the Distributor’s Service that include the Information.

5.6 Distributor shall take reasonable security precautions to prevent unauthorized individuals or entities from gaining access to the Information. Distributor shall comply with all reasonable security specifications or requirements of Nasdaq in order to prevent the Information from being improperly used or accessed or from being improperly taken. Distributor shall notify Nasdaq promptly upon any breach in security procedures related to the Information of which it becomes aware.

6. AFFILIATES.

6.1 Distributors may identify Affiliates to receive access to Information by submitting a List of Affiliates

(<https://assets.ctfassets.net/mx0rke14e5yt/7HOnFCqwR5NuKAvECmuDIG/3fd1048662bbb8987216b16c877bd376/listaffiliates.pdf> or successor link) to Nasdaq. Each identified Affiliate may: (a) utilize Information licensed by Distributor as an Internal Recipient in accordance with, and as permitted by, the Nasdaq Requirements; and (b) license new Information directly from Nasdaq. All of the rights and licenses granted to Distributor under this Agreement and all Service Orders entered into by Distributor will apply to such Affiliates(s) to the same extent as applicable to Distributor. Notwithstanding Section 6.2, an Affiliate identified in a List of Affiliates that is a Data

Feed Recipient is not required to enter into a separate CDA or Service Order for such Data Feed.

6.2 Affiliates may not be added to a List of Affiliates if: (a) the Affiliate has an active CDA with Nasdaq; (b) Affiliate has an active Service Order with Nasdaq that is not subject to the Distributor's CDA; (c) Affiliate is already identified under a List of Affiliates of any Distributor; or (d) as otherwise detailed in the Nasdaq Requirements. Distributor shall promptly resubmit an updated List of Affiliates in the event an entity previously identified as an Affiliate no longer meets the definition or requirements of an Affiliate.

6.3 In the event that an Affiliate licensed Information pursuant to Section 6.1(b), the Affiliate can request to pay the fees directly in accordance with Section 7; provided Distributor acknowledges and agrees that Distributor shall be solely responsible and liable for: (a) any fees not paid by Affiliate; (b) any fees that cannot be paid by Affiliate due to applicable law, statute, rule, or regulation; and (c) any fees or other charges incurred due to Affiliate's failure to timely pay.

6.4 DISTRIBUTOR SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING ANY FEES FOR INFORMATION LICENSED BY THE LISTED AFFILIATES, AND WILL HOLD HARMLESS AND INDEMNIFY NASDAQ AGAINST ANY ACTION OR INACTION BY AN AFFILIATE AS IF SUCH ACTION OR INACTION WERE THAT OF DISTRIBUTOR, AND, DISTRIBUTOR AND ITS AFFILIATE(S) SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL ACTIONS AND/OR INACTIONS OF THE OTHER(S).

7. PAYMENT; TAXES.

7.1 Distributor agrees to pay to Nasdaq or Nasdaq's designee the then effective charges as set forth in the Nasdaq Requirements, provided on Nasdaq Trader, or by notice, including, but not limited to, all applicable deposits and communications, facilities, electronic fund transfer fees, interest and late fees and/or penalties (including, but not limited to, charges incurred after termination, cancellation, or rescission). Distributor shall be responsible for notifying Nasdaq of any updates to its billing contact information. Nasdaq may update the charges for the Information upon thirty (30) days' notice to Distributor; provided Nasdaq shall make commercially reasonable efforts to provide at least sixty (60) days' notice to Distributor. For avoidance of doubt, in the event of a conflict in the filed exchange fees detailed in a Service Order and the filed exchange fees set forth within the Nasdaq Requirements / Nasdaq Trader, the filed exchange fees detailed within the Nasdaq Requirements / Nasdaq Trader shall supersede. Distributor agrees to pay the amounts accurately invoiced by Nasdaq, including monthly adjustments for updated reporting. Unless otherwise set forth in the Nasdaq Requirements, Distributor shall remit the charges no later than fifteen (15) days after the end of the calendar month for which charges are incurred. Distributor shall pay Nasdaq, on demand or upon invoice, interest on any amounts due Nasdaq pursuant to this Agreement which are not paid within sixty (60) days after the applicable due date. Interest shall accrue on a monthly basis at a rate equal to the lesser of (i) one and one half percent (1.5%) above the prime rate of the Royal Bank of Canada; or (ii) the maximum amount permitted by applicable law, for the period commencing sixty (60) days after the applicable due date and ending upon receipt of payment to Nasdaq. . Nothing in this Agreement shall prevent Distributor from separately charging its Recipients for the Distributor's Service.

7.2 Unless another form of billing is otherwise set forth in the Nasdaq Requirements, all Recipients shall be either Distributor Invoiced Recipients or Nasdaq Invoiced Recipients. Distributor is not required to actually invoice Distributor Invoiced Recipients, but, in any event, Distributor shall be responsible for the charges associated with the Distributor Invoiced Recipients. Distributor shall bear all risk of non-payment by Distributor Invoiced Recipients or by Recipients for whom Distributor is responsible for the charges. Nasdaq will bear the risk of non-payment by Nasdaq Invoiced Recipients. Distributor shall reasonably cooperate with Nasdaq in any lawful efforts by Nasdaq to collect unpaid charges due Nasdaq from current or former Nasdaq Invoiced Recipients. Distributor may choose to pay Nasdaq any charges due on behalf of

any Recipient. Upon Distributor's payment to Nasdaq on behalf of any Recipient of any charges due hereunder, Distributor shall be subrogated to any and all rights of Nasdaq to recover such charges.

7.3 In addition, for Distributor Invoiced Recipients, Distributor shall pay any taxes, including, but not limited to, any VAT, charges or assessments (other than taxes imposed on the net income of Nasdaq) by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof relating to the provision of the Information pursuant to this Agreement, and any related penalties or interest. In addition, if Distributor or any Distributor Invoiced Recipients is required by applicable law to deduct or withhold any such tax, charge or assessment from the amounts due Nasdaq, then such amounts due shall be increased so that the net amount actually received by Nasdaq after the deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the charges that are owed.

7.4 All payments for Nasdaq Information and Nasdaq Market Information products shall be made in immediately available funds, in the currency specified in the Service Order, by electronic funds transfer to an institution of Nasdaq's choosing or by any other form of payment specified by Nasdaq or as otherwise required by the Nasdaq Requirements.

8. DISTRIBUTOR REPORTING.

8.1 Distributor shall comply with the applicable reporting requirements of Nasdaq as set forth in the T&Cs and the Nasdaq Requirements. Unless otherwise set forth in the Nasdaq Requirements, Distributor shall use reasonable efforts to provide such reporting within fifteen (15) days of the end of the applicable reporting period set forth by Nasdaq in the Nasdaq Requirements but Nasdaq shall not consider such reporting to be late until forty-five (45) days after the due date.

8.2 Distributor is limited to a sixty (60) calendar-day grace period in which to revise or correct its original usage reporting in order to obtain retroactive credits. The grace period begins on the due date of the original usage report, but is extended to the next business day if the last day of the grace period coincides with a market holiday or weekend day. Nasdaq will not provide Distributor with back credits for original or revised reporting received after the end of the grace period. Revised reporting could include, but is not limited to, reclassification of Recipients, reporting of usage under alternative pricing structures and correction of errors by Distributor. This Section 6 does not limit Distributor's liability to Nasdaq for underreporting of usage.

9. COMPLIANCE REVIEW.

9.1 From time to time, and no more than once in any twelve (12) month period unless necessary due to suspected non-compliance with the material provisions of this Agreement, Nasdaq may cause Distributor's: (a) records relating to the Information; (b) reports and payments relating to the Information; and (c) all instruments, systems, services, platforms and apparatus used in connection with the receipt and/or use of the Information, to be reviewed by Nasdaq personnel and/or designees of Nasdaq's choice. For avoidance of doubt, any such Nasdaq personnel or designees shall not access, examine, observe, review or in any way gain disclosure to any information of Distributor which is protected under applicable banking secrecy regulations. The review shall be scheduled upon reasonable notice to Distributor, during Nasdaq's normal business hours, and conducted in locations where, as applicable, Distributor's records are kept, where Distributor's platforms or systems are located, and/or where Distributor uses the Information. Nasdaq shall respect Distributor security policies while performing the review. Nasdaq will make reasonable efforts to provide at least four (4) weeks advance written notice of the review, unless the review is scheduled due to suspected material non-compliance. Distributor shall promptly provide information or materials in response to any request for information relating to the Information. Distributor shall make available for examination all records, reports, payments, and supporting documentation, and Distributor's platforms and systems and Distributor's Service necessary in the judgment of the Nasdaq review personnel to reach a

conclusion as to the accuracy and completeness of: (i) Distributor's reports to Nasdaq; (ii) the payments connected therewith; (iii) the description provided by Distributor in accordance with the Nasdaq Requirements; and (iv) compliance with this Agreement and the Nasdaq Requirements.

9.2 If Distributor's payment of fees for Information is fixed, Nasdaq will, in lieu of a Compliance Review, request relevant information or documentation related to Distributor's use of the Information; provided, however, that Nasdaq shall retain the right, with reasonable notice to Distributor, during normal business hours, to conduct a Compliance Review on a confidential basis of any relevant documentation of Distributor to ensure that Distributor's use of the Information conforms to the Nasdaq Requirements. Such Compliance Review may only take place once per calendar year and only if such Compliance Review is deemed reasonably necessary by Nasdaq due to suspected non-compliance by Distributor with the material provisions of this Agreement.

9.3 Nasdaq reserves the right to correct any underreporting, underpayment or other financial non-compliance with the Nasdaq Requirements for periods after the end of the review period identified in the engagement letter until Distributor has remediated all of its underreporting, underpayment or other financial non-compliance.

10. TERM AND TERMINATION.

10.1 **CDA Term.** For any mutually executed CDA, the term of the CDA shall commence as of the Effective Date and continue until terminated: (a) by at least ninety (90) days prior written notice by Nasdaq with expiry effective at the end of a calendar month; (b) by at least thirty (30) days prior written notice by Distributor, with expiry effective at the end of a calendar month; or (c) in accordance with Section 10.3. Notwithstanding the above, Distributor may not terminate the CDA in the event a Service Order containing Nasdaq Information or Nasdaq Market Information is active.

10.2 **Service Order Term.** The term and renewal term of each Service Order shall be detailed in the Service Order. In the event a term is not detailed in the Service Order, the Service Order shall continue until terminated in accordance with Section 10.3(c).

10.3 **Service Order Termination.** Unless otherwise detailed in a Service Order, the term of each Service Order or a product or service under an applicable Service Order shall continue until the Service Order or applicable product or service is terminated: (a) by at least ninety (90) days prior written notice by Nasdaq with expiry effective at the end of a calendar month; (b) by at least thirty (30) days prior written notice by Distributor, with expiry effective at the end of a calendar month; or (c) in accordance with Section 10.5.

10.4 **Trial Period/Development Period.** Trial periods/development periods shall be identified in the Service Order or in the Nasdaq Requirements. Unless otherwise stated in the Service Order, trial periods/development periods shall continue through: (a) the period detailed in the Service Order or Nasdaq Requirements; or (b) upon use of the Information in a production environment, whichever occurs first in time. Upon expiration of the trial/development period, the Initial Term of the Service Order shall commence or such Information shall become fee liable in accordance with the Nasdaq Requirements. Upon Distributor's request and Nasdaq written approval (email to suffice), which may be provided in Nasdaq's sole discretion, the trial/development period may be extended. Notwithstanding the above, in no event shall trial/development periods for Nasdaq Market Information exceed ninety (90) days. The beginning and end of a trial period shall be based on Nasdaq's records in its sole discretion.

10.5 **Additional Termination Rights.** The CDA or a Service Order may be terminated by:

(a) either party following material breach of this Agreement by the other, upon not less than thirty (30) days prior written notice to the breaching party, unless, if the breach is capable of being cured, the breach is cured within the notice period;

(b) either party, immediately, in the event that: the other party becomes insolvent; the other party makes an assignment for the benefit of creditors; the other party does not pay its debts as they become due or admits its inability to pay its debts when due; or the other party files or has filed against it any petition under any provision of the applicable bankruptcy law, an insolvency filing or order imposed by any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or an application for a receiver, trustee, or custodian is made by anyone or such party becomes the subject of any proceedings of bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition with creditors;

(c) Nasdaq, immediately, in the event that the Distributor is not permitted or not able to receive or Nasdaq is prevented from disseminating the Information, or any part thereof; or any representation, warranty or certification made by Distributor in this Agreement or in any other document furnished by Distributor is, as of the time made or furnished, materially false or misleading; Distributor proceeds with a proposed action which would result in a default of its obligations or covenants under this Agreement or in a breach of any representation, warranty or certification, which is material to Nasdaq and/or the Nasdaq Markets for regulatory, commercial or other reasons, made by Distributor in connection herewith, after Nasdaq has notified Distributor that such proposed action would constitute a default hereunder Distributor; Nasdaq may terminate for cause Distributor's receipt of any other service or product provided by or on behalf of Nasdaq; or Nasdaq, in its sole reasonable discretion, determines that any failure on the part of the Distributor to comply with this Agreement has or is likely to have a materially adverse impact on the operation or performance of the Nasdaq System, Information or a Nasdaq Market or likely to cause disproportionate harm to Nasdaq's interests should termination be delayed;

(d) Nasdaq, upon not less than thirty (30) days prior written notice, in the event that any representation, warranty or certification made by Distributor in the Agreement or in any other document furnished by Distributor becomes untrue or inaccurate and is not made true or accurate within the notice period;

(e) Nasdaq, upon not less than ninety (90) days prior written notice, should it determine that it will cease providing the same type of Information to all other eligible individuals or entities that were receiving the same type of Information as Distributor;

(f) Distributor, upon not less than thirty (30) days prior written notice, should Distributor determine that it cannot implement additional security requirements requested by Nasdaq under Section 5.6.

10.6 Distributor acknowledges and agrees that the exercise by Nasdaq of the remedies set forth herein for failure of Distributor to pay all charges, taxes, or assessments related to its receipt of the Information shall not be deemed or considered to be, and, to the extent permitted by applicable law, Distributor waives any right to represent or assert that any such exercise constitutes, an act or omission or any improper denial or limitation of access to any Information or facility operated by Nasdaq as contemplated in: any OSC regulation or any other applicable statutory obligation.

10.7 The right of termination set forth herein is in addition to any other remedy at law or in equity, consistent with this Agreement, that is available to one party (including any individual Nasdaq Market) with respect to a breach by the other and is in addition to anything otherwise set forth herein.

10.8 The rights and obligations of the parties herein that, by their nature, are intended to survive termination or expiration hereof, will survive any such termination or expiration.

11. NASDAQ SYSTEM

11.1 Distributor acknowledges and agrees that nothing in this Agreement constitutes an

undertaking by Nasdaq to continue: (a) to provide the Information, the Nasdaq System, or any aspect of either, in the present form or configuration or under the current Nasdaq Specifications or with the current Distributor's System; or (b) to use existing communications facilities.

11.2 Nasdaq, in its sole discretion, may make changes, modifications and/or deletions other than routine modifications, additions or deletions, from time to time, to: (a) the Information, the Nasdaq System, or any aspect of either; (b) the Nasdaq Specifications; (c) Nasdaq's communications facilities; or (d) Nasdaq's decisions, policies, operating procedures, requirements, and other documentation (including, but not limited to, user guides).

11.3 Nasdaq shall endeavor to notify Distributor of any non-material changes and shall provide Distributor of at least ninety (90) days notice of any material modification, addition or deletion, except to the extent a shorter period is: (a) otherwise permitted herein; (b) required due to a malfunction in the Nasdaq System or Information or other emergency situation that necessitates modifications, additions or deletions on an accelerated basis or otherwise precludes such advance notice; or (c) required pursuant to an order of a court, an arbitrator, or a regulatory agency. Receipt or use of the Information after the applicable notice period for any modification, addition or deletion shall constitute acceptance of the Information, the Nasdaq System, the Nasdaq Specifications, or other decisions, policies, operating procedures, requirements, or other documentation as so changed.

12. REQUIREMENTS OF SELF-REGULATORY ORGANIZATION; ACTIONS TO BE TAKEN IN FULFILLMENT OF STATUTORY OBLIGATIONS.

12.1 Distributor acknowledges that Nasdaq may be under certain restrictions when offering the Information, as detailed in this Section 12. Nasdaq is obligated to offer terms that are not unreasonably discriminatory between applicants and Distributors and Recipients, subject to such orders, rules or regulations of the SEC or an FSA, and as such, Nasdaq will not agree to any material term, condition or provision more favorable to a third party, than such material terms, conditions and provisions applicable to Distributor. For Information disseminated, Nasdaq will similarly adhere to all applicable regulatory obligations of the OSC.

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

13. CONFIDENTIALITY; DATA PROCESSING.

13.1 Under this Agreement, Nasdaq shall keep confidential the Distributor's records, reports and payments that it or its designee has reviewed or audited, and any other Distributor 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. Distributor acknowledges that it may also obtain Nasdaq Confidential Information. All such confidential information shall be deemed confidential upon disclosure to the recipient and any related confidential oral or written information shall be deemed confidential upon disclosure to the recipient. Subject to Section 13.2(b), 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 other party except as otherwise set forth herein. The recipient shall take reasonable security precautions, 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 disclosing party in every reasonable way to help 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.

13.2 Nasdaq or the Distributor may disclose confidential information to the extent: (a) demanded by a court, arbitrator or government agency with regulatory jurisdiction over one or more of the Nasdaq Markets or over Distributor or any judicial or government order; (b) necessary to fulfill any Nasdaq or Distributor regulatory responsibility, including any responsibility over members and associated persons under applicable securities laws; or (c) necessary for Nasdaq and its employees, directors, and other agents to use consistent with the purposes of this Agreement. The duties in this Section 13 do not apply to data, information or techniques that are: (i) lawfully within a party's possession prior to the date of this Agreement and not under a duty of non-disclosure; (ii) voluntarily disclosed to a party by 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; (iii) developed by a party independently of the disclosure; or (iv) is or subsequently becomes publicly available without recipient's breach of any obligation owed disclosing party. 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 except as otherwise provided herein.

13.3 Nasdaq shall not disclose its compliance review findings to any third parties (other than to its directors, independent consultants/subcontractors who are subject to confidentiality obligations or as otherwise set forth herein) and all information learned in connection with a compliance review shall constitute Distributor's confidential information. However, nothing herein shall prevent Nasdaq from using the compliance review findings to the extent the findings are used in the aggregate with other information and such aggregation does not: (a) specifically identify Distributor; or (b) create a context where Distributor's identity may be reasonably inferred.

13.4 In the course of providing the services to Distributor or in the submission of applicable reporting pursuant to the Agreement, Nasdaq may Process Personal Data as part of the services or in support of its rights (including, but not limited to, its audit and usage review rights) under this Agreement. Distributor shall provide to Nasdaq such Personal Data as reasonably requested by Nasdaq to perform the Services and enforce its rights (including, but not limited to, its audit and usage review rights) under this Agreement. The Parties agree to comply with provisions of the

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 (<https://www.nasdaqtrader.com/content/AdministrationSupport/AgreementsData/GDA-DPA.pdf>) with respect to any Personal Data Processed by Nasdaq, each acting reasonably and in good faith. With respect to individuals' whose Personal Data is Processed by Nasdaq, the current publicly-posted Privacy Policy (<http://nasdaqtrader.com/Trader.aspx?id=Privacy>) shall apply to such Processing. Distributor agrees to refer any individual whose Personal Data may be processed by Nasdaq to the Privacy Policy with respect to the individual's rights with respect to such Processing by Nasdaq. Terms not otherwise defined in this Agreement shall be defined in the Data Processing Addendum.

14. NASDAQ WARRANTIES; DISCLAIMERS OF WARRANTIES.

NASDAQ WILL MAKE COMMERCIALY REASONABLE EFFORTS TO OFFER THE INFORMATION AS

PROMPTLY AND AS ACCURATELY AS IS REASONABLY PRACTICABLE. NOTWITHSTANDING THE FOREGOING, DISTRIBUTOR ACKNOWLEDGES AND AGREES THAT THE INFORMATION AND ANY AND ALL MATERIAL RELATED TO THE INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE SPECIFICATIONS, ARE BEING PROVIDED “AS IS” WITH NO WARRANTIES OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THE DISTRIBUTOR AGREEMENT. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE AS A RESULT OF A FAILURE BY NASDAQ TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, NASDAQ WILL ENDEAVOR, GIVING DUE REGARD FOR THE COST, TIME, AND EFFECT ON OTHER USERS, TO CORRECT ANY SUCH FAILURE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE, IS INTERRUPTED, IS INCOMPLETE OR IS NOT ACCURATE OR IS OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION, OR FOR MORE THAN A TOTAL DURATION OF TWELVE (12) HOURS IN A SINGLE CALENDAR MONTH DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION DURING A SINGLE CALENDAR MONTH, DUE TO THE FAULT OF NASDAQ (EXCEPT FOR A REASON PERMITTED IN THE AGREEMENT), DISTRIBUTOR'S OR ANY OTHER INDIVIDUAL'S OR ENTITY'S EXCLUSIVE REMEDY AGAINST NASDAQ SHALL BE, AT DISTRIBUTOR'S OPTION, EITHER A PRORATED CREDIT OR A PRORATED REFUND OF ANY MONIES DUE TO NASDAQ FROM DISTRIBUTOR (LESS MONIES REFUNDED OR CREDITED TO DISTRIBUTOR'S RECIPIENTS) FOR THE INFORMATION AT ISSUE FOR THE PERIOD AT ISSUE. SUCH CREDIT OR REFUND SHALL BE REQUESTED BY WRITTEN NOTICE TO NASDAQ WITH ALL PERTINENT DETAILS INCLUDED. IN THOSE CASES WHERE DISTRIBUTOR RECEIVES SAID CREDIT OR REFUND ON BEHALF OF ITS RECIPIENTS, DISTRIBUTOR SHALL PROMPTLY PROVIDE THE SAME CREDIT OR REFUND ON BEHALF OF NASDAQ TO DISTRIBUTOR INVOICED RECIPIENTS. BEYOND THE WARRANTIES STATED IN THIS SECTION, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION, ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE).

15. LIMITATION OF LIABILITY.

15.1 EXCEPT FOR CLAIMS ARISING FROM NASDAQ'S WILLFUL MISCONDUCT, AND/OR NASDAQ'S INDEMNIFICATION AND/OR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, NASDAQ AND ITS THIRD PARTY INFORMATION PROVIDERS SHALL NOT BE LIABLE TO DISTRIBUTOR OR TO ANY OTHER PERSON FOR TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR FOR INCREASED EXPENSES OF OPERATION, OR FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ AND/OR ITS THIRD PARTY INFORMATION PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING FROM DISTRIBUTOR'S WILLFUL MISCONDUCT, AND/OR DISTRIBUTOR'S INDEMNIFICATION AND/OR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, DISTRIBUTOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 NASDAQ SHALL NOT BE LIABLE TO DISTRIBUTOR OR TO ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE INFORMATION THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION, OR FOR LESS THAN TWELVE (12) HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE INFORMATION DURING A SINGLE CALENDAR MONTH OR IF THE INFORMATION IS MATERIALLY AFFECTED FOR LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE

INFORMATION.

15.3 EXCEPT WHERE NASDAQ IS INDEMNIFYING THE DISTRIBUTOR AS SET FORTH IN THIS AGREEMENT AND/OR IS IN BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IF NASDAQ OR ANY NASDAQ COMPANY IS FOR ANY REASON HELD LIABLE TO DISTRIBUTOR, OR TO ANY OTHER PERSON, FOR CLAIMS ARISING FROM THE INFORMATION, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF NASDAQ WITHIN A SINGLE YEAR OF THIS AGREEMENT (FROM THE EFFECTIVE DATE OF THIS AGREEMENT) IS LIMITED TO AN AMOUNT OF DISTRIBUTOR'S DIRECT DAMAGES THAT IS ACTUALLY INCURRED BY DISTRIBUTOR IN REASONABLE RELIANCE, AND WHICH AMOUNT DOES NOT EXCEED, AT DISTRIBUTOR'S OPTION, A MONTH'S CREDIT OR A MONTH'S REFUND OF THE AVERAGE MONTHLY AMOUNT PAID NASDAQ, CALCULATED OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS SUBSECTION SHALL NOT RELIEVE NASDAQ FROM LIABILITY FOR DAMAGES THAT RESULT FROM ITS OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS.

15.4 THE DISTRIBUTOR AND NASDAQ UNDERSTAND AND AGREE THAT THE PRICING FOR THE INFORMATION REASONABLY REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SET FORTH IN THIS SECTION.

15.5 NASDAQ SHALL NOT BE LIABLE TO DISTRIBUTOR OR TO ANY OTHER PERSON FOR THE UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF INFORMATION FROM NASDAQ'S THIRD PARTY INFORMATION PROVIDERS.

15.6 NASDAQ SHALL NOT BE LIABLE TO DISTRIBUTOR OR TO ANY OTHER PERSON FOR THE UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF INFORMATION OR DATA RECEIVED FROM A THIRD PARTY DISTRIBUTOR OR FOR ANY ACTS OR OMISSIONS OF A THIRD PARTY DISTRIBUTOR.

16. FORCE MAJEURE.

Notwithstanding any other term or condition of this Agreement, none of Nasdaq, its Third Party Information Providers (but not other distributors) or Distributor shall be obligated to perform or observe its respective obligations under this Agreement (except for regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond its reasonable control.

17. INDEMNIFICATION.

17.1 Distributor shall defend, be liable to, indemnify, and hold the Nasdaq Indemnified Parties harmless from and against, any and all Claims or Losses imposed on or asserted against any of the Nasdaq Indemnified Parties by third parties to the extent that the Claims and Losses result from or relate to: (a) failure of Distributor, its Affiliates, and any of their employees, independent consultants/subcontractors, directors, and other agents to comply with the terms and conditions of this Agreement; (b) failure of Recipients to comply with the terms and conditions of Nasdaq required agreements for the Information if Distributor has failed to notify Nasdaq of such non-compliance within ten (10) days after Distributor knows of such non-compliance; (c) any assertion of Claims or Losses relating to the subject matter or existence of this Agreement against the Nasdaq Indemnified Parties made by a Recipient (or any person relying upon the Information received by such Recipient), unless such non-Affiliate Recipient has entered into a CDA or Service Order directly with Nasdaq for the same Information, excluding any such assertion relating to acts or omissions of Nasdaq; (d) any assertion of Claims or Losses against the Nasdaq Indemnified Parties by Recipients relating to Nasdaq's exercise of its remedies against Recipients pursuant to this Agreement excluding any such assertion relating to acts or omissions of Nasdaq; (e) breach of any warranty by Distributor; (f) any defense or participation by the Nasdaq Indemnified Parties in any action, suit, arbitration, or judicial or administrative proceeding involving any Claims or Losses described in this section, or (g) the receipt or use of the Information (including representations

about the Information) by Distributor, its Affiliates, and any of their employees, directors, and other agents contrary to the provisions of this Agreement.

17.2 Distributor's obligation to defend and indemnify under Section 17.1 shall be conditioned on the following (but any limits on Distributor's obligations are only to the extent that Nasdaq's failure to comply with the following has caused a material harm to Distributor's ability to defend and indemnify): (a) Nasdaq shall promptly notify Distributor in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of Distributor or Nasdaq); (b) Nasdaq shall cooperate fully with Distributor in the defense thereof and Distributor shall be liable to Nasdaq for Nasdaq's reasonable expenses (excluding reimbursement for the time value of Nasdaq employees, directors, and/or other agents in providing such cooperation); (c) Distributor shall have sole control of the defense and all related settlement negotiations, but, upon Nasdaq's request, shall apprise Nasdaq of the status of any proceedings or negotiations. Distributor shall have a right to defend the Claim provided that Distributor demonstrates to Nasdaq's reasonable satisfaction that it is financially able to defend such action and pay any judgment or settlement and counsel retained by Distributor is reasonably satisfactory to Nasdaq, and Nasdaq shall not reasonably withhold or delay its approval with respect to such matters. Distributor shall not settle any action against Nasdaq that in any way restricts or impairs Nasdaq's intellectual property rights.

17.3 Nasdaq shall defend, be liable to, indemnify, and hold Distributor, its employees, directors, other agents, and Affiliates ("Distributor's Indemnified Parties") harmless from and against any and all Claims and Losses imposed on or asserted against Distributor's Indemnified Parties by a third party that the Information or Services as provided by Nasdaq infringes or misappropriates any patent, trade secret, copyright or other proprietary rights of any person, save to the extent that such infringement or misappropriation is attributable to a breach of this Agreement by Distributor. Nasdaq's obligation to defend and indemnify under this subsection shall be conditioned on the following (but any limits on Nasdaq's obligations are only to the extent that Distributor's failure to comply with the following has caused a material harm to Nasdaq's ability to defend and indemnify): (a) Distributor shall promptly notify Nasdaq in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of Distributor or Nasdaq); (b) Distributor shall cooperate fully with Nasdaq in the defense thereof and Nasdaq shall be liable to Distributor for Distributor's reasonable expenses (excluding reimbursement for the time value of Distributor's employees, directors, other agents and affiliates in providing such cooperation); and (c) Nasdaq shall have sole control of the defense and all related settlement negotiations, but upon Distributor's request, shall apprise Distributor of the status of any proceedings or negotiations.

17.4 Nasdaq shall not have the obligation to defend, indemnify and hold Distributor's Indemnified Parties for any and all Claims and Losses imposed on, incurred by or asserted against Distributor, its employees, directors, other agents and affiliates by any fully adjudicated and non-appealable judgment or Nasdaq negotiated settlement as a result of any allegation of infringement or misappropriation if the Nasdaq System, Information or any specifications have not been used in accordance with this Agreement which resulted in such infringement or misappropriation or if Distributor uses the Nasdaq System, Information or any specifications after Nasdaq notifies Distributor of a potential or actual infringement claim or to the extent it is based on use of a superseded version of the Nasdaq System, Information or any specifications if such infringement or misappropriation would have been avoided by use of the current version of the Nasdaq System, Information or specifications or if the infringement or misappropriation claim, action, or allegation is the result of the combination, operation, or use of the Nasdaq System furnished timely to Distributor by Nasdaq, Information or any specifications with hardware, software or materials if such infringement or misappropriation would have been avoided by the use of the Nasdaq System, Information or any specifications without such hardware, software or materials.

17.5 In the event of a claim, action or allegation of infringement or misappropriation or if, in Nasdaq's opinion, such a claim, action or allegation is likely to occur or if the use of the Nasdaq System, Information or any specifications is enjoined because of infringement or misappropriation, Nasdaq may, at its sole option and expense, (a) procure for Distributor the right to continue using the Nasdaq System, Information or any specifications; (b) replace or modify the Nasdaq System, Information or any specifications to be non-infringing, and require the return of the potentially infringing or misappropriating items, if applicable, without liability to Distributor or any other person; or (c) terminate this Agreement immediately without liability to Distributor or any other person.

17.6 Section 17.3 and Section 17.5 set forth the entire liability and the exclusive remedy of Nasdaq for the infringement or misappropriation of intellectual property.

18. NOTICES

18.1 All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories in the CDA or Service Order (as applicable) at the addresses detailed in the CDA or Service Order (as applicable). Nasdaq may also post the applicable notice or other communication on the Nasdaq Trader website (or successor thereto) in accordance with Section 18.2(c).

18.2 Notices shall be deemed to have been duly given by any one (or more) of the following methods, in Nasdaq's discretion:

- (a) upon actual receipt (or date of first refusal) by the parties;
- (b) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below;
- (c) upon posting the notice or other communication on the Nasdaq Trader website or a successor site;
- (d) upon receipt, if a valid email address is provided and remains current, Nasdaq may give notice to or communicate with Distributor by email addressed to the persons identified in the CDA or Service Order (as applicable). By providing an email address, Distributor agrees that any receipt received by Nasdaq from Distributor's service provider or internet computer server indicating that the email was received shall be deemed proof that Distributor received the message. If Distributor cannot see or print all or any portion of the message, Distributor agrees that it is Distributor's responsibility to contact Nasdaq at +1 301 978 5307.

19. GOVERNING LAW; CONSTRUCTION; DISPUTE RESOLUTION

19.1 Any dispute arising out of or in connection with this Agreement, whether related or unrelated to Information received, shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the Province of Ontario and the laws of Canada, as applicable, without reference to principles of conflicts of laws thereof. Any dispute that arises out of this Agreement that cannot be amicably settled shall be referred to final and binding arbitration and held in Toronto, ON. All such proceedings shall be conducted in the English language, which shall also be the language of the documents. Each party hereby irrevocably waives the right to a trial by jury in any action or proceeding arising under this Agreement. The parties agree to keep any arbitral proceedings confidential. The parties agree that the arbitral proceedings shall be before a single arbitrator and governed by the Expedited/Simplified Arbitration Procedure contained within the ADR Institute of Canada's Arbitration Rules, and the *Arbitration Act, 1991*, as applicable.

20. GOVERNMENT RIGHTS.

This Agreement neither grants nor is intended to grant, directly or through Distributor, to any governmental entity or agency any rights in technical data (including, but not limited to, software) in any applicable regulation. Any such rights of a governmental entity or agency in technical data (including, but not limited to, software) shall be determined by a separate written agreement with Nasdaq.

21. CORPORATE NAMES; PROPRIETARY RIGHTS.

Distributor acknowledges and agrees that the Nasdaq has proprietary rights in certain names, including, but not limited to the names and trademarks of the Nasdaq, Inc. and the Nasdaq Markets and Distributor shall not use these names in any way that would infringe upon such names and shall not use these names in any advertising or marketing materials, except with Nasdaq's prior written consent. Distributor acknowledges and agrees that Nasdaq has proprietary rights in certain trademarks, servicemarks, copyrights or patents, registered or unregistered, and Distributor shall not use these trademarks, servicemarks, copyrights or patents, registered or unregistered, in any way that would infringe upon such marks, copyrights or patents. Nasdaq acknowledges and agrees that Distributor has proprietary rights in Distributor's name and Nasdaq shall not use Distributor's name in any way that would infringe upon such name and shall not use the name in any advertising or marketing materials, without Distributor's prior written consent, which consent may be withheld in Distributor's sole discretion, or subject to another agreement between the parties. Nasdaq acknowledges and agrees that Distributor has proprietary rights in certain trademarks, servicemarks, copyrights or patents, registered or unregistered, and Nasdaq shall not use these trademarks, servicemarks, copyrights or patents, registered or unregistered, in any way that would infringe upon such marks, copyrights or patents.

22. SUBSEQUENT PARTIES; LIMITED RELATIONSHIP.

Nothing in this Agreement, express or implied, is intended to or shall: (a) confer on any person other than the parties hereto, or their respective permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (b) constitute the parties hereto partners or participants in a joint venture; or (c) appoint one party the agent of the other.

23. ASSIGNMENT.

Neither party shall assign this Agreement (including by operation of law) without the prior written consent of the other party, and such consent not to be unreasonably withheld; provided however, that: (a) Nasdaq may assign this Agreement in part or in whole to one of its Affiliates or subsidiaries, without the prior written consent of the other party; and (b) Distributor may assign this Agreement in whole to one of its Affiliates or subsidiaries, without the prior written consent of Nasdaq, provided that Distributor is not currently in breach of this Agreement or delinquent in any fees owed. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors or assigns.

24. ENTIRE AGREEMENT.

24.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings.

24.2 All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable. The use of the singular in the Agreement shall include the plural, and vice versa. 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.

25. CLAIM TIME LIMIT; WAIVER OF CLAIMS.

25.1 In no event shall any claim, dispute, controversy or other matter arising pursuant to this Agreement (other than claims for financial non-compliance arising from a compliance review performed in accordance with the provisions of Section 9 above) be made against Nasdaq, Distributor, or any person claiming by or through either Nasdaq or Distributor, later than three (3) years after the claim, dispute, controversy or other matter in question has arisen.

25.2 Nasdaq, Distributor, any person claiming by or through Nasdaq and/or Distributor and their respective employees, directors, and other agents expressly waive any claims, disputes, controversies, and other matters not brought within the period set forth above.

26. AMENDMENT; WAIVER; SEVERABILITY, LOCAL LAW.

26.1 Either party may only modify this Agreement in accordance with the provisions of these T&Cs.

26.2 Except as may otherwise be set forth in this Agreement, Nasdaq may alter any term or condition of the Agreement on ninety (90) days notice to Distributor, and any use of the Information after such date is deemed acceptance of the new term or condition. The means of notifying Distributor of such new term or condition may include, but not be limited to, emailing such term or condition to Distributor or posting such alteration on the Nasdaq Trader website or a successor site in accordance with Section 18. No failure on the part of Nasdaq or Distributor 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.

26.3 Nasdaq will respect local banking legislation or other government legislation that Distributor is legally obligated to comply with. Further, if any of the provisions of this Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.4 The parties shall not commit, authorize or permit any action which would cause either party and/or any of its Affiliates to be in violation of any applicable anti-bribery law or regulation. Each party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party, nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any unlawful payment, compensation or remuneration, be it monetary or other thing of value, in connection with the negotiation, execution, conclusion, or the performance of this Agreement. The parties shall promptly notify each other if they become aware of any breach of this provision, and either party may terminate this Agreement with immediate effect in the event of such a breach by the other party.

27. COUNTERPARTS.

Each CDA or Service Order may be executed in one or more counterparts, which shall each be considered an original, but all of which together shall constitute one and the same Agreement.

Nasdaq may offer Web Access Information via a Nasdaq website. If Distributor receives such Information, the below terms shall apply.

1. DEFINITIONS

- 1.1 **“Web Access Information”** means services that enable Distributor to receive certain Information through a Nasdaq website.
- 1.2 **“Security Administrator”** means a security contact person designated by Distributor to Nasdaq in writing.
- 1.3 **“Security Device”** means any passwords, Internal Recipient identification numbers, certificates or other form(s) of authentication or security used in connection with the Service as defined below. Security Device may include third party software.
- 1.4 **“Service”** means any Nasdaq services that enable Distributor to receive Web Access Information.

2. SERVICE; DISTRIBUTOR OBLIGATIONS

- 2.1 Security Devices may be provided to Distributor in connection with the provision of Service.
- 2.1 Distributor shall designate to Nasdaq at least one Security Administrator along with a clear explanation of such a person’s scope of authority related to the Service. Nasdaq may request clarification of the Security Administrator or object to the Security Administrator for any reason.
- 2.2 Distributor is required to ensure Security Administrators and Internal Subscribers adhere to the Nasdaq Requirements. Distributor shall be responsible, under regulation, contract, tort or otherwise, for all actions or omission of a Security Administrator an Internal Recipient (including those that would have been performed by a Security Administrator or an Internal Recipient had one been name at the time.)
- 2.3 Distributor shall not reverse engineer, decode, decompile, attempt to tamper with, evade, discover the method of operations or defeat and Security Device provided for use with the Service. If applicable law authorizes Distributor to perform certain types of reverse engineering or the like and declares unenforceable contractual obligations that conflict with that law, then Distributor may only perform such reverse engineering or the like as is expressly allowed by, and in strict compliance with, such law.
- 2.4 Distributor shall comply, at its expense, with all reasonable security specifications or instructions of Nasdaq, in order to prevent the Service from being improperly used or accessed or the Web Access Information from being improperly take from any Recipient’s place of business and/or residence of business.
- 2.5 If Distributor actually knows or discovers weakness in or about any particular reach of any Security Device provide for use with the Service to the extent such information is not generally known to the public,

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Distributor shall immediately notify Nasdaq.

3. VIRUS NOTIFICATION AND RISK

Distributor acknowledges that it is possible to contract a virus or similar “disease” by using the Internet or material downloaded from it. Websites are inherently not as secure or reliable an environment as computers connected by dedicated lines and have been, in the past vulnerable, to attack by hackers and third parties. Distributor should obtain, use and update virus-checking software routinely when Distributor is using Information or data obtained from the Internet. While Nasdaq cannot assure Distributor that the Service will be virus- or problem-free, Nasdaq will make commercially reasonable efforts to ensure the Service is virus-free. By using the Service, Distributor agrees to assume the risk of any unavailability, interruption, delay, incompleteness or inaccuracy of the Service.

4. THIRD PARTY SOFTWARE

Nasdaq may provide Distributor with certain third-party software in connection with Distributor’s use of the Service. Distributor agrees to use the software only in connection with its use of the Service and agrees to comply with all relevant United States export restrictions. Distributor's sole remedy against Nasdaq for any errors or defects in third-party software (including, but not limited to, intellectual property infringement claims) shall be to cease using such software and return the software to Nasdaq. The third-party software is provided “as is” without warranty of any kind, although Nasdaq may, where applicable, pass through any warranties it obtains from its third-party software suppliers. Nasdaq shall not be liable for any errors or defects in any third-party’s software (including claims of infringement).