

ICE Data Services Terms and Conditions For ICE Software Developer's Toolkit

Subscriber's (as defined below) access to and use of ICE Software Developer's Toolkit including the documentation, data and information provided therein (collectively, the "Service") offered by ICE Data Services, Inc. and its affiliates, (collectively, "ICE") is subject to the terms and conditions of this agreement ("Agreement").

By checking the 'I agree' box, you: (i) represent that you have actual authority to enter into this Agreement on behalf of the company or organization on behalf of which you are acting; (ii) certify that you have read, understood and agreed to be bound by this Agreement; and (iii) agree to abide by all the terms and conditions stated herein.

1. Service Description; Data and Delivery

(a) ICE agrees to provide Subscriber access to the Service containing, documentation, certain financial market data and information ("Data") at no charge to Subscriber), subject to the terms and conditions set forth herein. This Agreement shall remain in effect until either party provides notice of cancellation as set forth in Section 6.

(b) Subscriber shall access the Service via direct Internet connection with a username and password provided by ICE. Subscriber acknowledges and agrees that it will be responsible for obtaining and maintaining at its expense all computer equipment communication devices and services to enable Subscriber to receive the Service. Sharing of password and/or username and simultaneous access to the Services, via the same password and/or username or otherwise is strictly prohibited.

(c) To the extent portions of Data comprises data and information which ICE receives from third party suppliers, the terms and conditions of this Agreement and the use of such Data are subject to the requirements of any such third party suppliers, including those requirements which may be imposed from time to time (which may include the payment of additional fees). ICE's agreement to make any Data available to Subscriber that is provided to ICE by third party suppliers is expressly conditioned on the effectiveness of ICE's agreements with such third party suppliers. ICE shall no longer make such third party supplier provided Data available upon termination of such agreement with a third party supplier.

2. ICE hereby grants to Subscriber, and Subscriber hereby accepts, a non-exclusive, non-transferable, limited license for the applicable Authorized User to use the Data solely for Subscriber's internal software development purposes. "Authorized User" shall mean a single individual employee of Subscriber whom has entered into this Agreement for access to the Services. "Subscriber" means an individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, trust, estate, unincorporated organization or other entity that has entered into this Agreement. In connection with such use and except as expressly set forth herein, the Services shall be accessed, viewed and used solely internally in a non-production environment.. Subscriber shall not (i) copy, modify, reverse engineer, reverse assemble or reverse compile or store the Services or any part thereof and/or (ii) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise distribute or redistribute the Services or any portion or components thereof in any manner (including, but not limited to, via or as part of any Internet site). Subscriber is expressly restricted from providing the Data, in whole or in part, to any other person or entity or any other department, division or business unit within Subscriber's organization. For the avoidance of doubt, the Data may not be used by Subscriber for the benefit of, any other person or organization. Subscriber shall take all precautions that are reasonably necessary to prevent any unauthorized distribution or redistribution of the Services.

3. No Warranties; Limitations of Liability

NEITHER ICE NOR ITS THIRD-PARTY SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS, OR COMPLETENESS OF THE DATA OR ANY DATA OR INFORMATION, CONTAINED THEREIN FURNISHED HEREUNDER OR FOR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. THE ACCURACY AND COMPLETENESS OF THE DATA OR ANY COMPONENT THEREOF IS NOT GUARANTEED AND NEITHER ICE NOR ITS THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR MAKE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE DATA FURNISHED HEREUNDER. IN NO EVENT WHATSOEVER SHALL ICE OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, NOR SHALL THEY BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES.

4. Subscriber shall indemnify ICE and its third party suppliers and their respective affiliates and other third party licensors (collectively, the "Indemnitees") against, and hold the Indemnitees harmless from, any and all losses, damages, liability, costs (including reasonable attorney's fees), resulting from any claim or demand against the Indemnitees by a third party arising out of Subscriber's use of the Services.

5. Confidential and Proprietary Information

(a) Each party shall preserve the Confidential Information of or pertaining to the other party and will not disclose any Confidential Information to any third party without the prior written consent of the other party, except if required by law, regulation or judicial order. "Confidential Information" shall mean any information obtained under or in connection with the Services, the Data and this Agreement, and includes the terms and conditions contained herein.

(b) The following types of information shall not be deemed to Confidential Information: (i) it was in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by a party prior to its receipt from the other; (iii) is independently developed by a party without use of any Confidential Information provided by the other; or (iv) becomes known to a party from a source other than the other party without breach of the first party's obligations under this Agreement. Subscriber agrees that ICE's disclosure to third party suppliers of (x) the existence of this Agreement and/or (y) the terms and conditions governing the availability of the Data to Subscriber shall not constitute a breach of the confidentiality provisions of this Agreement.

(c) Subscriber acknowledges that the Data and information contained in the Services constitute copyrighted, trade secret or proprietary information of substantial value to ICE or its suppliers or their respective affiliates and third party licensors (collectively the "Proprietary Information"). Subscriber shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of its employees or agents to divulge, any Proprietary Information to any person.

6. ICE reserves the right to change or modify (i) the Service (including the Data), and/or (ii) any and all of the terms of this Agreement. In addition, ICE may, at its discretion, implement a fee for access to any portion of the Service (including the Data) by providing Subscriber with at least thirty (30) days prior written notice, provided however, any such fee shall not be effectuated without Subscriber's consent. Moreover, ICE reserves the right to cancel the Service (or any portion thereof), or terminate this Agreement, at any time and for any reason, without prior notice and without liability. Subscriber may request cancellation of the Service at any time upon written notice to ICE Data Services, Inc. 100 Church Street, New York, NY 10007 USA or by email to ICEDataServices-ChannelPartnersGlobal@TheIce.com. Upon termination of the license to use the Services, Subscriber will cease to use the Services, including the Data, and will promptly delete or destroy all copies it may have of the Data and software, except to the extent Subscriber is required to retain portions of the Data for regulatory compliance purposes. Upon ICE's request, Subscriber shall produce written certification that the Data and software have been purged from Subscriber's computer systems, and copies or portions thereof destroyed.

7. The laws of the State of New York shall govern the construction and interpretation of this Agreement, and the competent state or federal courts in the city of New York, NY shall have exclusive jurisdiction over any dispute relating to this Agreement. The printout of this Agreement will constitute a "writing" under any applicable law or regulation.

8. Neither party nor ICE's third party suppliers nor their respective affiliates and third party licensors shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, flood or catastrophe, acts of God, terrorism, insurrection, war, riots, failure of transportation or power supply or performance of third parties beyond its control.

9. This Agreement shall not be assigned or transferred by Subscriber without the prior written consent of ICE. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

10. Subscriber acknowledges and explicitly consents that the Access Details and other personal information provided by Subscriber will be used by ICE and/or any of its affiliates owned and controlled by Intercontinental Exchange, Inc. ("ICE") for the purpose of providing

Subscriber with the Data and to enable ICE to perform its business activities and any other activities set out in ICE's Privacy Policy referenced below, and that any entity within the ICE group of companies may share and store the aforesaid personal data with other entities within the ICE group within or outside the European Economic Area, in order to implement the aforesaid purposes. The use of the personal information Provided in the Registration Page shall be subject to ICE's Privacy Policy as amended from time to time and as listed on:

<https://www.intercontinentalexchange.com/privacy-policy>.