

**ICE DATA CONNECTIVITY & FEEDS, INC.
SUBSCRIBER AGREEMENT**

Subscriber:	If FIRM, Enter Firm Name:	If INDIVIDUAL, Enter Last Name:	Enter First Name:
Principal Address:			
City:	State/Province:	Postal Code:	Country:
Email Address:		Number of Display Devices or Users:	

The Subscriber hereby subscribes to the information service (the “Service”) provided by ICE Data Connectivity & Feeds, Inc. (“Vendor”) as set forth in this agreement, to be furnished to the Subscriber as set forth above through Eze Castle Software LLC’s (“Service Facilitator”) EMS software product and/or other Vendor and Source (as defined below) approved product used in addition to the EMS. Subscriber and Vendor hereby mutually agree as follows:

1. The Service: Provision and Use.

1.1 The furnishing of the Service is conditioned upon Subscriber's strict compliance with the provisions of this Agreement and with all federal, state, local, and exchange rules, regulations, and contract terms which may pertain to the use of the Service. The Service is to be received by Subscriber solely for its internal use on the number of display devices or users as set forth above. The numbers of display devices or users may be increased or decreased and the data and information contained within the Service may be added, deleted or changed from time to time by advance written notice (including email) to either (i) Vendor, or (ii) Service Facilitator who shall place such instructions to Vendor. Subscriber may not transfer any passwords or IDs to unauthorized users. Subscriber will not distribute, sell or otherwise furnish or permit to be furnished the Service or any of the data, information, or software contained therein to anyone including but not limited to others in Subscriber’s organization, without the express prior written consent of Vendor.

1.2. Subscriber shall, (i) be responsible for obtaining and maintaining written approval from each entity (including the Sources) whose approval is required for receipt and use of the Service; and (ii) as applicable, and as required, enter into separate agreements with third party data providers (“Sources”).

2. Indemnity. Subscriber agrees to defend, indemnify and hold harmless Vendor and its affiliates and their respective Sources and Service Facilitator from any and all claims, losses, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, arising out of Subscriber’s use of the Services, breach by Subscriber of its obligations under this Agreement or any failure to comply with the obligations or requirements of any Source.

3. Proprietary Rights. Subscriber acknowledges that the Service is a valuable asset of Vendor and the Sources developed by the expenditure of substantial time, effort, and money. Subscriber acknowledges that the Service contains trade secrets and proprietary data and that nothing in this Agreement shall be construed to convey any title or ownership rights in the Service to Subscriber. Subscriber agrees to protect all proprietary rights of Vendor and the Sources in their respective portions of the Service; and Subscriber shall honor and comply with all reasonable requests to protect the contractual, statutory, and common law rights of Vendor and the Sources.

4. Term and Termination. The initial term of this Agreement shall commence on the date of Subscriber’s first login (“Effective Date”) and shall continue until the end of the next calendar month that follows the month in which the Effective Date occurs. Thereafter, the term of this Agreement shall automatically renew for successive one (1) month terms (“Term”) unless terminated earlier pursuant to the terms set forth herein. Subscriber may terminate this Agreement (or any data and information contained within the Service), without right to refund, by sending Vendor and Service Facilitator written notice of termination, received by Vendor and Service Facilitator not less than five (5) days before the last business day of the then-current calendar month in order for the termination to be effective at the end of the month. Termination of this Agreement under the provisions of this paragraph shall be without prejudice to any other remedy which Vendor may have against Subscriber. Notwithstanding any other term of this Agreement, Subscriber agrees that Vendor may discontinue the Service or portions thereof, without prior notice or liability, (i) whenever the Sources and/or Service Facilitator require such discontinuance, (ii) upon the termination of Vendor’s agreement with Service Facilitator relating to the Service, or (iii) if Vendor does not receive payment from Service Facilitator of license fees or exchange fees that result from Subscriber’s use of the Service, provided that in each such case Vendor will endeavor to provide prior notice when practicable. Upon any termination of this Agreement, Subscriber shall cease all use of the applicable Services; and Subscriber shall expunge the Services (or any applicable portion thereof), including any copies thereof, from all Subscriber’s systems. At Vendor’s request, Subscriber shall certify to Vendor in writing that Subscriber has fully complied with this requirement. In the event of a breach by Subscriber, Vendor shall have the right, in addition to any remedies available at law or in equity, to suspend access to the Service or terminate this Agreement if such breach has not been cured within thirty (30) days notice (except for breach of Section 1 and failure to comply with a Source obligation which shall have no cure period).

5. Subscriber represents that it is not engaged in the business of vending financial quotation information.

6. Audit. Subscriber agrees to keep complete and accurate books, records and related documentation concerning Subscriber’s use of the Service. Vendor and/or the Sources shall have the right, during normal business hours and upon reasonable notice to Subscriber, to audit relevant portions of those records to audit and verify that usage has been accurately determined and restrictions on access and use have been observed.

7. Fees. Service Facilitator shall be responsible for the monthly payment of Vendor license fees that result from Subscriber’s use of the Service, however, Subscriber acknowledges that it shall be responsible for all applicable fees billed to Vendor or directly to Subscriber by the Sources that result from Subscriber’s use of the Service.

8. Warranty. THE SERVICE IS PROVIDED “AS IS” AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NEITHER VENDOR, NOR ANY OF ITS AFFILIATES, THE SOURCES AND DEVELOPERS (INCLUDING SERVICE FACILITATOR) WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DO THEY MAKE ANY WARRANTIES AS TO RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER UNDERSTANDS THAT THE SERVICE MAY BE SUBJECT TO DELAYS AND INTERRUPTIONS WHICH ARE BEYOND THE CONTROL OF VENDOR AND THAT VENDOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR DELAYS AND INTERRUPTIONS WHICH ARE BEYOND ITS CONTROL.

9. Limitation of Liability. Vendor, its affiliates, and the Sources and developers (including Service Facilitator) will in no way be liable to Subscriber or to any other person or entity for any inaccuracies, errors, omissions, or delays regardless of cause, in the Service or in any of the data and information and/or software contained therein, or caused by any equipment and/or software used in connection therewith, or for any damages (whether direct or indirect, or consequential, punitive, special or exemplary, including but not limited to loss of profits) resulting therefrom, regardless of cause, except in the case of the gross negligence or willful misconduct of Vendor and its affiliates. Liability of Vendor, its affiliates, the Sources and developers (including Service Facilitator) in any and all categories, whether arising from contract, warranty, negligence, or otherwise shall, in the aggregate, in no event exceed the average monthly fees charged for the Service.

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10. In addition to and notwithstanding the above, if Subscriber or (if Subscriber is an entity) any of its employees, agents or representatives, shall attempt to use the Service in a manner contrary to the terms of this Agreement, Vendor shall have the right, in addition to such other remedies as may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

11. General.

11.1 Relationship Between Parties. Nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures or agents of one another.

11.2 Assignment. This Agreement shall not be assigned or otherwise transferred by Subscriber without the prior written consent of Vendor.

11.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements between the parties with respect to its subject matter, and nothing stated heretofore or hereafter will be considered part of this Agreement without a mutually agreeable amendment executed by authorized representatives of the parties. The failure of either of the parties hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a waiver or modification by the parties of any of their rights under this Agreement.

11.4 Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to the choice of law provisions thereof, and Subscriber agrees that any action arising out of this Agreement or the breach thereof shall be resolved in New York and Subscriber hereby agrees to submit to the exclusive jurisdiction of the New York courts for the resolution of any such dispute.

11.5 Enforcement. In the event any legal action is taken by Vendor against Subscriber in order to enforce the terms and conditions of this Agreement, Subscriber agrees to pay all court costs, including disbursements and reasonable attorneys' fees incurred by Vendor in the event that Vendor prevails.

11.6 Force Majeure. Neither party shall have any liability for any default resulting from force majeure, which shall be deemed to include any circumstances beyond its control. Such circumstances shall include but are not limited to: acts of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications line, satellite or network failures or any other failure or interruptions affecting the Internet.

11.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly delivered, as of the date received, if delivered by hand, or sent postage prepaid by registered or certified mail return receipt requested, with acknowledgment by the receiving party. Notices required hereunder shall be sent to the respective address as set forth herein. Certain notices or other communications of a non-material nature relating to the Service required or permitted to be given under this Agreement may be sent via email.


11.8 Survival. Sections 2, 6, 8, 9 and this Section 11 shall survive termination of this Agreement.

12. **FOR NON-PROFESSIONAL SUBSCRIBERS ONLY:** Subscriber, a Non-Professional user, hereby represents, warrants and certifies to Vendor the following:

1. I am subscribing in my own individual capacity and not on behalf of a firm, corporation, partnership, trust or association.
2. I shall use the Service solely in connection with my individual personal investment activities and not in connection with any trade or business activities.
3. I shall receive the Service only for my personal use and shall not furnish the Service to any other persons.
4. I shall not use the Information for any activity which is regulated in my country of residence by any government, professional or regulatory organization.
5. I am not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

I agree to notify Vendor in writing within five (5) working days of any change in my circumstances that may cause me to cease to qualify as a Non-Professional Subscriber. If any of the above statements are false, I agree that I will be considered a Professional Subscriber. **AGREED: (Please check box)**

SERVICE REQUESTED BY:

(FIRMS ONLY) Enter Firm Name (Subscriber):	
Authorized Signature:	
Name and Title:	
Date:	

(INDIVIDUAL SUBSCRIBERS ONLY) Enter Name of Subscriber:	
Signature:	
Date:	

SUBSCRIPTION ACCEPTED BY:

**PLEASE EMAIL TO: EMS.TI@EZESOFT.COM
Questions: EMS.TI@EZESOFT.COM**

(Vendor's Authorized Signature)
ICE Data Connectivity & Feeds, Inc.
100 Hillside Avenue, White Plains, NY 10603
Date: _____