

**EMS Subscriber Agreement  
between Eze Castle Software and Professional Subscriber**

Customer Information			
Name of Customer (Enter Firm Name or Individual Name, as applicable):			
Principal Address:			
City:	State/Province:	Postal Code:	Country:

Eze Castle Software LLC ("Eze") shall make available to Customer and its Internal Users (as defined in this Agreement) the Services, in accordance with this Agreement and the documentation. The "Services" means any or all of the following: (a) use of and access to certain Eze EMS (the "EMS") functionality; (b) receipt of, access to, and display of certain market information consisting of global securities and commodity quotes, derivatives, fundamental data, fixed income, indices, research, news, and other information via the EMS (collectively, "Eze Market Data") that is provided by exchanges, news and other third-party information providers (each, a "Source"; collectively, the "Sources"); (c) any Interfacing (as defined in this Agreement); and (d) if applicable, work performed for Customer at the request of Customer. The "EMS" as referred to in this Agreement shall include the Eze execution management system and, if provided to Customer by Eze, the EMS application programming interface and its functional equivalents, including Eze EMS xAPI and other API functionality (collectively, the "Eze EMS API"), and any other EMS related services provided to Customer, including all features, add-ons, and components thereof, and any related documentation. Work performed by Eze for Customer at Customer's request may require a separate written agreement. Eze may change, modify, release new versions of, or add to or delete from the Services, in whole or in part, from time to time. Eze recommends certain system requirements for use of the Services as posted on [www.ezesoft.com](http://www.ezesoft.com).

**1. TERM.** The initial term (the "Initial Term") of this EMS Subscriber Agreement (the "Agreement") shall commence on the date of Customer's first login to the EMS (the "Effective Date") and shall continue until the end of the next calendar month that follows the month in which the Effective Date occurs. Thereafter, this Agreement will renew automatically for successive one-month periods (collectively, with the Initial Term, the "Term"), unless otherwise terminated as provided in this Agreement.

**2. RESTRICTIONS; EZE EMS API.**

**(a) Customer's Use of the Services.** Customer and the employees of Customer under Customer's authorization and control ("Internal Users") shall have the right to use the Services, or any component thereof, solely for Customer's own internal business use in accordance with the terms and conditions set forth in this Agreement. **Internal Users shall NOT include Customer's customers.** Customer shall identify each Internal User by full name and shall include complete and accurate details for each Internal User as requested by Eze from time to time (e.g. office location of Internal User). Customer shall notify Eze of any changes in the identity or number of Internal Users during the Term of this Agreement. Customer shall reconfirm the identity of Internal Users upon Eze's or a Source's request during the Term of this Agreement. Each Internal User shall be required to follow the terms and conditions of this Agreement, and Customer shall be responsible and liable for the acts and omissions of each Internal User relating to this Agreement or the Services. Customer and each Internal User shall access the Services using a unique user name and password. Customer and each Internal User shall be responsible for protecting their respective user names and passwords. Customer shall ensure that terminated Internal Users are not provided with access to the Services following termination of any such Internal Users. Customer may increase or reduce the number of Internal Users by submitting a detailed email or written request to Eze. For billing purposes, reductions in the number of Internal Users shall become effective on the last day of the calendar month in which Eze receives the reduction request.

**(b) Use Restrictions.** Except as expressly provided otherwise in this Agreement, Customer will not: (i) modify, adapt, alter, translate, transform, create derivative works from, decompile, reverse engineer, disassemble, disable or modify any permission features, decrypt, or transfer, the Services (or any part thereof) or any related documentation, or otherwise attempt to derive source code from the Services (or any part thereof), except if, and only to the extent that, such activity is expressly permitted by applicable law notwithstanding this limitation, in whole or in part; (ii) permit unauthorized disclosure, distribution of, or access to the Services (or any part thereof); (iii) materially adversely impact or disrupt the functioning and performance of Eze's operations, including operational resources, data, hardware or software (or use thereof by other customers); (iv) in connection with the Services, send or store viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs, or infringing or otherwise unlawful material, including material that violates privacy rights; or (v) lend, rent, lease, or use the Services (or any part thereof) as a service bureau, an application service provider, on a time-sharing basis, or otherwise for a third party, or for any illegal purpose. Customer shall not sublicense, market, distribute, sell, lease, license, disseminate, cause web postings, or otherwise provide access to the Services, in whole or in part, to any third parties or third-party systems without the express prior written consent of Eze and the Sources, as applicable. Customer shall not retransmit Eze Market Data, or any portion thereof, without the express prior written consent of Eze and the Sources. Customer acknowledges and agrees that Eze shall have no responsibility whatsoever for any use or access to the Services, in whole or in part, through use of Customer's user names and passwords by any Person which is not a party to or covered by this Agreement, including any direct or indirect use or access, whether authorized or unauthorized by Customer or its Internal Users. "Person" means a natural person, corporation, partnership, association, joint-stock company, trust, unincorporated organization, joint venture, limited liability company or partnership or governmental authority or other regulatory body.

**(c) Individually Identifiable Information.** Customer agrees that it will not provide to Eze or enter into the Services any individually identifiable information that may be subject to compliance with Data Protection Laws, as defined in this Agreement; provided, however, that if and to the extent Eze (or its affiliates) receives and processes Personal Data (as defined in the General Data Protection Regulation Data Processing Addendum which is attached to this Agreement and incorporated herein by this reference) from Customer in connection with providing the Services to Customer pursuant to the Agreement: (i) Customer represents and warrants that it has obtained all consents and provided all notices required to collect,

disclose, transfer, use and process such Personal Data, including any applicable notices to and consents from individuals; and (ii) Customer agrees that the processing of such Personal Data shall be governed by the Data Processing Addendum which is attached to this Agreement and incorporated herein by this reference. "Data Protection Laws" means: (A) Title V of the Gramm-Leach-Bliley Act of 1999 (the "Act") or any successor federal statute to the Act, and the rules and regulations thereunder, all as may be amended or supplemented from time to time; (B) the European Commission Data Protection Directive (95/46/EC) or Data Protection Act 1998 or any implementing or related legislation of any member state in the European Economic Area; and (C) any other applicable laws concerning personal information.

**(d) Eze EMS API.** The Eze EMS API and related documentation may be used by Customer, provided that:

- (i) all applicable Source agreements have been executed by Customer on behalf of all users or recipients of Eze Market Data, and use of the Eze EMS API and Eze Market Data complies with such agreements;
- (ii) use of the Eze EMS API and Eze Market Data complies with applicable laws;
- (iii) use of the Eze EMS API and Eze Market Data complies with the rules, regulations, and policies of all applicable Sources, as modified by the Sources, with or without notice; and
- (iv) use of the Eze EMS API and Eze Market Data does not cause Eze to be in violation of any agreement with any Source or any rules, regulations, and policies of any Source. Customer acknowledges that Eze is required to properly report usage of Eze Market Data and to remit any applicable fees to applicable Sources. Reports to Sources contain certain required information, including the number of users, the type of users, the description and purpose of usage of the data, and the type of data.

Customer is prohibited from retransmitting Eze Market Data, or any portion thereof, using the Eze EMS API, without the express prior written consent of Eze and the Sources. Customer acknowledges that any unauthorized retransmission of Eze Market Data shall be a breach of this Agreement. Customer acknowledges and agrees that: (A) all use, including any non-display usage or data feed use, of Eze Market Data by Customer, as defined by each applicable Source ("Non-Display Usage") is subject to rules, regulations, and policies of the applicable Sources, and fees and other charges may apply to such usage; and (B) the Sources have the right to determine, in their sole discretion, whether Customer's use of Eze Market Data constitutes Non-Display Usage, which may require Customer to enter into an agreement with each applicable Source.

If Customer or any other user receives, has direct or indirect access to, or is using Eze Market Data in a manner that requires such receipt, access or use to be reportable to and/or fee liable for any Source, then each such user must be assigned their own unique login identifier by Eze (username@domain) for entitlement and reporting purposes. It is the sole responsibility of Customer and each user receiving, directly or indirectly accessing or otherwise using Eze Market Data to determine whether such receipt, access or use is reportable and/or fee liable, as non-display usage, data feed use, or otherwise. If Customer or any other user is uncertain regarding reportability or fee liability, they should contact Eze or the Sources for additional information. Customer agrees to truthfully and completely submit any data usage declarations requested by Eze or the Sources, including, stating whether any Eze Market Data is being provided to or consumed by any third parties or third-party systems.

Eze may immediately terminate without notice access to the Eze EMS API and/or access to any or all Eze Market Data if any of the foregoing terms are violated or if Eze reasonably believes that the Eze EMS API is being used in a manner that competes with Eze.

This Section 2(d) shall survive any termination, expiration, or non-renewal of this Agreement.

### 3. ORDER ENTRY; ROUTING NETWORK ACCESS; INTERFACING.

**(a) Order Entry Features of the EMS.** Customer acknowledges that the Services may enable order entry features and functions which enable Customer to submit orders to Destinations (as defined below) via the Services (collectively, "Order Entry Features"). Customer acknowledges and agrees that Order Entry Features may be accessed and used by Customer only through a registered broker-dealer or other regulated entity (e.g. a bank or futures commission merchant). For purposes of this Agreement, such entities shall be referred to herein collectively as "Broker-Dealer(s)". Customer may access and use Order Entry Features via the Services with multiple Broker-Dealers upon request, provided all required approvals are received by Eze. Customer may also access and use Order Entry Features through persons or entities which are money services businesses, as such term is defined by applicable law. For clarification, the term "Broker-Dealer", as used in this Agreement, does not include money services businesses.

**(b) Routing Network Access.** Customer may use the EMS to submit and receive electronic messages to and from Broker-Dealers, third-party networks, exchanges, money services businesses, or other execution destinations (each, a "Destination"; collectively, the "Destinations") via the Eze computer network (the "Routing Network") if such Destinations are available on the Routing Network and allow such messages with Customer. Customer further acknowledges and agrees that the Destinations are not owned, controlled, operated, managed, monitored or overseen by Eze. Customer is solely responsible for obtaining, entering into and submitting to each Destination all forms and agreements required by such Destination. Customer may be required to submit to Eze written proof of Customer's authorization from each Destination at any time. Customer shall be solely responsible and liable for and shall pay any fees or charges of the Destinations. Customer shall comply with all reasonable security specifications or requirements to prevent the Routing Network from being improperly used or accessed. Eze may require Customer to restrict or deny access to the Routing Network by any Internal User who Eze reasonably believes is not in compliance with this Agreement.

#### **(c) Interfacing.**

- (i) **Terms of Use; Fees.** At Customer's request, Eze may provide Customer with use of an interface with or to the EMS or with access to data from the EMS (collectively, "Interfacing"). Certain aspects of Eze's Interfacing services will be activated by Eze only pursuant to a separate authorization schedule or agreement to be provided by Eze (each such authorization, schedule or agreement, an "Interfacing Authorization"). A fee will be charged for Interfacing as provided in an Interfacing Authorization. Customer may not, under any circumstances: (A) build or modify any interface between the EMS and any other system, including any third-party system or Customer system, without Eze's prior written consent; or (B) use Interfacing to (1) transmit data, directly or indirectly, from the EMS to any other execution or order management system or to otherwise facilitate the execution of trades; or (2) disseminate any market data. In addition, Interfacing may not be used to receive, and will not support the receipt of, order fills for trades facilitated by the use of Interfacing. For the avoidance of doubt, Interfacing does not include FIX connections.

- (ii) **Third Parties.** Customer acknowledges that each third party, interfacing with Customer via the EMS or using data obtained through Interfacing on behalf of Customer (each such third party, an "Interfacing Entity") is doing so at Customer's request. Customer will cause each Interfacing Entity to comply with the terms and conditions of this Section 3(c) as if such Interfacing Entity is a party to this Agreement. Customer will be responsible and liable for each Interfacing Entity's Interfacing activities and its safeguarding and use of data obtained through Interfacing, including such Interfacing Entity's compliance with the terms set forth in this Section. Eze may, in its sole discretion, require an Interfacing Entity to agree to additional terms and conditions governing its Interfacing activities, including its safeguarding and use of data obtained through Interfacing. Customer agrees that no Interfacing Entity may use Interfacing or data obtained through Interfacing on behalf of Customer without first entering into such a separate agreement with Eze or obtaining Eze's consent to do so without a separate agreement.
- (iii) **Interface Termination.** If Customer breaches any of the provisions of this Section 3(c), Eze may suspend or terminate Customer's use of Interfacing on 10 days' prior written notice.

**(d) Oversight.** Customer acknowledges and agrees that Eze is not responsible for the management and oversight of any and all orders placed, taken or submitted by Customer and its Internal Users via the Services, including the cancellation of any such orders and the opening and closing of any trading accounts. Customer further acknowledges and agrees that: (i) Eze has no responsibility for managing, monitoring, overseeing or canceling any such orders; (ii) Eze is not a Broker-Dealer and is not providing any investment advice or executing, accepting or directing any trades for or on behalf of any Person; (iii) Eze is not providing any clearing services or trade or order confirmation; and (iv) Eze is not providing any services which require licensing or registration with FINRA, the U.S. Securities and Exchange Commission, the National Futures Association, the Commodity Futures Trading Commission, or any other regulatory or self-regulatory entity, body or exchange (collectively, "Regulatory Authority(s)"). Customer shall at all times be responsible and liable for any trades, trading activity, trade confirmation, order execution or securities related transactions submitted by Customer and its Internal Users.

#### 4. EZE MARKET DATA.

**(a)** Customer acknowledges and agrees that it and its Internal Users are professional market data subscribers, as defined by exchange requirements in effect from time to time. Eze Market Data includes, but is not limited to, the data selected by Customer initially and as modified from time to time by Customer. Customer is responsible for complying with any terms, conditions, requirements, and fees imposed by each applicable Source regarding their data as posted on the public internet and as modified from time to time (collectively, "Source Obligations"). Additionally, Customer is responsible and liable for all Source Obligations in any applicable Sources' end user agreements as posted on the public internet as if it were a signatory to such agreements. Customer acknowledges that Eze or a Source may have the right to terminate or cease to provide, at any time with or without notice, any Eze Market Data and Customer's access to the data and information provided by a Source without any direct or indirect liability by or on behalf of such Source or Eze with respect to such termination or cessation of access. Customer may add to or delete individual market data products from Eze Market Data at any time during the Term of the Agreement by sending an email request to [ems.ti@sscinc.com](mailto:ems.ti@sscinc.com) or other email designated by Eze; provided, however, that Customer, or its Billing Party (as defined below), shall remain responsible for all applicable Source Fees (as defined below) incurred as a result of any such additions.

**(b)** The EMS may provide access to SEDOL Masterfile® data sourced from the London Stock Exchange®. It is the obligation of Customer to ensure they have the appropriate license in place with the London Stock Exchange to receive this data. Customer agrees that Eze may provide Customer's contact information to the London Stock Exchange to allow verification of the license status. The London Stock Exchange may require Eze to cease the provision of SEDOL Masterfile® if requested to do so by the London Stock Exchange where Customer is in breach of its license with the London Stock Exchange.

#### 5. SUPPORT AND MAINTENANCE.

**(a) Technical Support.** Eze shall provide by telephone or on-line, either directly or through a third party, reasonable technical support for the EMS via its global client service team during its then-current business hours, which are currently 24 hours, 5.5 days per week, beginning each Sunday at 2:00 pm Central Time and continuing through Friday 8:00 pm Central Time, excluding local exchange trading holidays.

**(b) Upgrades.** Customer shall receive normal maintenance upgrades of the EMS during the Term of this Agreement at no additional charge. Such upgrades shall not include features or functionality of the Services that Eze decides, in its sole discretion, to make generally available for a separate or additional fee or charge. Eze shall not be obligated to provide network advice or to provide technical support or maintenance upgrades for any version of the EMS other than the then-current released version of the EMS. Technical support and upgrades shall only be provided for use of the EMS with hardware or software configurations or other devices or equipment included in Eze's then-current configuration list, which is available from Eze upon request.

**6. INSPECTION AND AUDIT RIGHTS.** Eze or its representatives, or the Source(s), may access relevant files, computers and equipment of Customer, upon not less than forty-eight (48) hours' prior notice to Customer, solely for auditing and verifying the number of Internal Users and inspecting the use of the Services, including Eze Market Data, by Customer. Customer shall cooperate with such verification and inspection; provided, however, that any inspections and audits shall be conducted in accordance with Customer's security policies and procedures and that Eze shall not unduly or unreasonably disrupt Customer's business operations. Eze agrees that it shall execute a mutually acceptable non-disclosure agreement prior to conducting an inspection or audit. Customer will be liable for the costs of any audit (including accountants' and attorneys' fees and costs) that reveals a discrepancy in Eze's favor of 5% or more of the fees actually paid to Eze by or on behalf of Customer for the then-current calendar month.

#### 7. FEES FOR SERVICES.

**(a) Fees for the Services to Customer.** Customer shall pay Eze directly or through a third party, if requested by Customer, as specified in the EMS Order Form (a "Billing Party"), the applicable monthly fees for the Services and any add-on features and functions, including, Interfacing, Source Fees, and Data Infrastructure Fees (collectively, "Fees"). Customer shall be responsible for any third-party service charges or other charges incurred in connection with any electronic payment systems used by Customer. Customer further acknowledges and agrees that Eze may change any of the Fees upon prior notice to Customer and such fees as changed shall be effective as of the next succeeding payment due to Eze.

**(b) Fees for services provided to Broker-Dealers.** Fees which are the responsibility of Customer under this Agreement are limited to fees for the Services and shall not include any fees arising from services provided to any Broker-Dealer, including a Broker-Dealer's connection to Customer and fees related to Customer's order flow submitted via the Services. Eze's subsidiary, Eze Castle Transaction Services LLC (the "Sell-Side Service Provider"), provides outsourced connectivity to Customer's Broker-Dealers, that desire a connection with Customer via the Services. Each Broker-Dealer will be required to enter into an agreement (the "Services Agreement") with the Sell-Side Service Provider, pursuant to which the Broker-Dealer will be legally responsible for fees in the Services Agreement related to such Broker-Dealer's connection with Customer.

**(c) Fees for Eze Market Data; Data Infrastructure Fees.** Customer shall always remain solely liable for any and all fees, taxes and/or charges, including any market data related fees, imposed by the Sources or Eze for Eze Market Data (collectively "Source Fees") and Data Infrastructure Fees, whether invoiced directly to Customer or to a Billing Party by Eze or, with respect to Source Fees, by the respective Source. The Sources may change Source Fees at any time with or without notice pursuant to the respective Source's policies. Source Fees shall be invoiced for a full calendar month of service, regardless of the activation date or termination date of Customer's account. (e.g. If Customer's initial activation date is on September 15, Customer will be billed for a full month of Source Fees for the month of September. If Customer's termination date is June 15, Customer will be billed for a full month of Source Fees for the month of June.) Eze may allocate and invoice, in its sole discretion, Source Fees among multiple Billing Parties, if applicable (e.g. if Customer is a multi-broker user). "Source Fees" include any prior unbilled market data related fees, interest charges, and other passthrough expenses associated with Customer's access to, receipt or use of Eze Market Data as determined by any Sources following any audit, inspection or review of such use.

**(d) Taxes.** All fees set out in this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties, including any taxes that arise as a result of any services provided to Customer ("Transaction Taxes"). Customer will pay all taxes and duties, including Transaction Taxes, assessed by any authority in connection with this Agreement and with Customer's performance hereunder. If Eze has a legal obligation to pay or collect Transaction Taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Eze with a valid tax exemption certificate authorized by the appropriate taxing authority and honored by the appropriate taxing authority. This Section does not apply to franchise taxes or taxes based on Eze net income.

**(e) Equipment Charges; Third-Party Billing.** Customer shall be responsible for all charges incurred by Customer in accessing the Services. Customer shall remain responsible for all Fees including, Source Fees, Data Infrastructure Fees, and Taxes, hereunder, in the event: (i) the Billing Party does not pay any such amounts as and when due; or (ii) the Billing Party is rejected by Eze or replaced by Customer, until a new Billing Party accepts the obligation to pay such amounts on behalf of Customer in writing. Any fees incurred by a Broker-Dealer for Services received from the Sell-Side Service Provider will be invoiced to such Broker-Dealer under the Services Agreement and are not the responsibility of Customer.

**(f) Consequences of Non-Payment.** All payments for Fees, Taxes, and other payable amounts, if any, are due within 30 days of the invoice date or as otherwise indicated on the invoice. If Customer in good faith disputes any item on an invoice, Customer will notify Eze in writing of its dispute and the basis therefore (including providing any documentation supporting Customer's claim) within 15 days of the receipt of the invoice. Customer and Eze will make a good faith effort to settle any disputes that may arise with respect to any disputed amounts within 15 days from the date the dispute is first discussed between the parties. Any adjustments relating to disputed amounts will appear in the invoice issued following resolution. If Customer fails to timely or completely pay any amount due to Eze pursuant to this Agreement, interest at the rate of 1.5% per month from the date the amounts were first billed will accrue on all past due amounts until such amounts, including accrued interest, are paid in full. Customer will promptly reimburse Eze for any expenses of collection, including costs, disbursements and legal fees, to the extent necessitated by a failure, neglect or refusal to pay Eze fees as and when due. In the event that any payment to Eze is over 30 days past due, such failure to pay will be considered a material breach of this Agreement and Eze will have the right to pursue all other legal and equitable remedies available to it, including immediate suspension of Customer's right to access or use any portion or all of the Services or termination of this Agreement pursuant to Section 13. If Eze suspends Customer's right to access or use any portion or all of the Services, Customer remains responsible for all fees Customer incurs during the suspension period.

**8. OWNERSHIP RIGHTS RESERVED.** As between Eze and Customer, all rights, title and interest in and to the Services, including all intellectual property rights related thereto (including all intellectual property conceived, made, created, developed or reduced to practice in the course of performing work requested by Customer) are and will remain the exclusive property of Eze. No title or ownership of intellectual property rights in and to the Services and related documentation or any copy, translation, compilation or other derivative works, are transferred to Customer or any third party hereunder. Customer agrees that unauthorized copying or disclosure of the Services, or any component thereof, or other intellectual property of Eze may cause great damage to Eze and the Sources, which damage is likely to far exceed the value of the copies or information involved. Customer shall keep its right to use the Services and other property of Eze and the Sources free and clear of any and all liens, levies and encumbrances. As between Customer and Eze, Customer shall own the transaction data entered, submitted, or uploaded into the Services by Customer (collectively, the "Transaction Data") and all intellectual property rights therein. Customer grants Eze a non-exclusive, perpetual, royalty-free, worldwide, irrevocable and transferable right to: (a) transmit, communicate, post, display, distribute and use the Transaction Data on and in connection with the Services; (b) report or make available the Transaction Data to any judicial, legislative, governmental, or Regulatory Authority as may be required by law; (c) aggregate and compile the Transaction Data together with the data of other participants, and perform analytics on, data mine and create other derivative works from such Transaction Data (collectively, the "Derivative Works"); and (d) use, distribute, sell, license, sublicense and otherwise disseminate the Transaction Data; provided, however, that, except as required by law or consented to by Customer, Eze shall not provide to any third party any Transaction Data that is not aggregated with the data of other participants, or that in any way identifies (directly or indirectly) Customer or any customer on whose behalf Customer entered into or initiated a transaction via the Services. As between Eze and Customer, Eze shall have exclusive ownership of and title to the Derivative Works and all intellectual property rights therein, notwithstanding that any such Derivative Works might be derived from the Transaction Data; provided, however, that, except as required by applicable law or consented to by Customer, Eze shall not provide to any third party any Derivative Works that identify (directly or indirectly) Customer or any third party on whose behalf Customer entered into or initiated a transaction via the Services.

## 9. CONFIDENTIALITY.

**(a) General.** Customer acknowledges and agrees that the Services and pricing terms of this Agreement constitute and incorporate confidential and proprietary information developed or acquired by or licensed to Eze. Customer shall take reasonable precautions necessary to safeguard such confidential information and any other confidential information of Eze that comes into Customer's possession ("Eze Confidential Information"), including at a minimum, those taken by Customer to protect Customer's own confidential information which, in no event, shall be less than a reasonable standard of care. Customer shall maintain the confidentiality of Eze Confidential Information during the Term of this Agreement and after the termination, expiration, or non-renewal of this Agreement. Customer shall not disclose, in whole or in part, any Eze Confidential Information to



any individual or entity, except for use in accordance with this Agreement or as required by any applicable judicial, legislative, governmental body, or Regulatory Authority. Customer acknowledges that any unauthorized use or disclosure of such Eze Confidential Information may cause irreparable damage to Eze or the Sources. If an unauthorized use or disclosure occurs, Customer shall immediately notify Eze and, at Customer's expense, Customer shall take all steps necessary to recover the Eze Confidential Information and prevent subsequent unauthorized use or dissemination.

**(b) Transaction Data.** Eze shall: (i) take all reasonable precautions necessary to safeguard the confidentiality of the Transaction Data, including, at a minimum, those taken by Eze to protect Eze's own confidential information which, in no event, shall be less than a reasonable standard of care; and (ii) not use the Transaction Data except as permitted under the Agreement. Eze shall maintain the confidentiality of the Transaction Data for the Term of this Agreement and thereafter. Eze shall not disclose, in whole or in part, the Transaction Data to any individual or entity, except as permitted by this Agreement or as required or requested by any applicable judicial, legislative, governmental body, or Regulatory Authority. Eze acknowledges that any unauthorized use or disclosure of the Transaction Data may cause irreparable damage to Customer. If an unauthorized use or disclosure occurs, Eze shall notify Customer and, at Eze's expense, Eze shall use commercially reasonable efforts to recover the Transaction Data and prevent subsequent unauthorized use or dissemination. Eze may disclose Transaction Data to its affiliates as reasonably necessary to provide the Services.

**(c) Exclusions.** Confidential Information does not include information that: (i) was already known to the receiving party prior to its contact with the disclosing party as established by receiving party's written records; (ii) becomes generally available to the public other than as a result of a breach of this Agreement or other unpermitted disclosures; or (iii) is provided to the receiving party by a third party who is lawfully in possession of such information and who lawfully conveys that information. In the event that the receiving party is required by a duly authorized government entity to disclose the disclosing party's confidential information, the receiving party will, to the extent permissible under applicable laws and regulations, give the disclosing party prompt notice of such requirement, make reasonable efforts to disclose the confidential information pursuant to a protective order or confidentiality agreement, and cooperate in all respects with the disclosing party in its efforts in connection therewith.

**10. WARRANTY DISCLAIMER; USE OF SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES AS TO ACCURACY, FUNCTIONALITY, PERFORMANCE OR MERCHANTABILITY. EZE AND THE SOURCES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE SERVICES ARE NOT INTENDED TO SERVE AS A BOOK OF RECORD. EZE, THE SOURCES, AND THEIR RESPECTIVE AFFILIATES (INCLUDING DIRECTORS, OFFICERS, AND EMPLOYEES) MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, COMPLETENESS, SEQUENCE, TIMELINESS OR AVAILABILITY OF THE SERVICES, INCLUDING THE EMS, DESTINATIONS, THE ROUTING NETWORK, ANY PORTION OR ALL OF EZE MARKET DATA OR ANY OTHER INFORMATION OR THE LIKELIHOOD OF PROFITABLE TRADING USING THE SERVICES, THE EMS, THE ROUTING NETWORK, EZE MARKET DATA, OR ANY OTHER INFORMATION. EZE, IN ITS SOLE DISCRETION OR AT THE DISCRETION OF A THIRD PARTY, INCLUDING EZE'S THIRD-PARTY VENDORS, THE SOURCES, OR REGULATORY AUTHORITIES, MAY FROM TIME TO TIME MAKE ADDITIONS TO, DELETIONS FROM, OR MODIFICATIONS TO THE SERVICES. EZE SHALL MAKE REASONABLE EFFORTS TO NOTIFY CUSTOMER OF MATERIAL CHANGES TO THE SERVICES PRIOR THERETO, UNLESS A MALFUNCTION NECESSITATES MODIFICATIONS ON AN ACCELERATED BASIS OR AN EMERGENCY OR DIRECTION OF A REGULATORY AUTHORITY OR A SOURCE PRECLUDES SUCH ADVANCE NOTICE. CUSTOMER'S USE OF THE SERVICES AFTER ANY MODIFICATIONS SHALL CONSTITUTE ACCEPTANCE OF THE SERVICES, AS MODIFIED. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ANY INVESTMENT DECISIONS OR STOCK TRANSACTIONS MADE BY CUSTOMER OR ITS INTERNAL USERS USING THE SERVICES. NO SALES PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EZE OR ANY THIRD PARTIES ARE AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT ON BEHALF OF EZE. ACCORDINGLY, ADDITIONAL ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT USE OF THE SERVICES MAY FROM TIME TO TIME BE INTERRUPTED AND MAY NOT BE ERROR-FREE. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT EZE, THIRD-PARTY VENDORS, AND THE SOURCES SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OF SERVICES, DELAYS OR ERRORS CAUSED BY ANY TRANSMISSION OR DELIVERY OF THE SERVICES OR OTHER INFORMATION OR SERVICES PROVIDED BY ANY THIRD PARTIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES OR ANY PORTION THEREOF DO NOT CONSTITUTE ANY FORM OF OPINION OR ADVICE CONCERNING ANY PARTICULAR ELECTRONIC TRADE OR COMPLIANCE WITH LAWS OR REGULATORY REQUIREMENTS, AND THAT THE USE OF THE SERVICES IS NOT THE PROVISION OF INVESTMENT ADVICE OR ANY OTHER ADVICE. THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, OR NON-RENEWAL OF THIS AGREEMENT.**

**11. LIABILITY LIMITATION. EZE AND ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, AND EMPLOYEES) AND THE SOURCES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY SUCH DAMAGES FOR LOSS OF PROFITS, TRADING LOSSES, LOSS OF OPPORTUNITY OR DIMINUTION IN VALUE, OR LOSS OF USE) RELATING IN ANY MANNER TO EZE OR CUSTOMER ENTERING INTO THIS AGREEMENT, THE EXERCISE BY EZE OR CUSTOMER OF ANY OF THEIR RESPECTIVE RIGHTS UNDER THIS AGREEMENT, OR CUSTOMER'S ACCESS TO, USE OF, OR RELIANCE ON THE SERVICES OR ANY PORTION THEREOF, EVEN IF EZE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED. IN NO EVENT SHALL EZE OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, AND EMPLOYEES) BE LIABLE FOR ANY DAMAGES EXCEPT FOR DAMAGES THAT RESULT SOLELY FROM ITS GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, AND ARE NOT OTHERWISE EXCLUDED OR LIMITED BY THIS SECTION 11. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY OF EZE AND ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, AND EMPLOYEES) UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY OR ON BEHALF OF CUSTOMER TO EZE FOR THE ONE (1) CALENDAR MONTH BEFORE THE LIABILITY AROSE. THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, OR NON-RENEWAL OF THIS AGREEMENT.**

**12. INDEMNIFICATION.** Customer agrees to indemnify, defend, and hold harmless Eze (including Eze's affiliates, successors, officers, directors, employees and representatives) and the Sources, against and from any and all third party (including clients of or investors in Customer, brokers, traders, or other intermediaries, and the Sources) claims, losses, damages, liabilities, obligations, judgments, actions, causes of action, costs, charges, interest, Source Fees, expenses and fees (including legal fees and court costs) (collectively, "Claims") arising out of: (a) use of the Services or any portion thereof, including, without limitation, the Eze EMS API, Eze Market Data, and other third-party data provider information, by or on behalf of Customer; (b) use of Eze Confidential Information by Customer; or (c) any market data related Claims, including passthrough fees and interest charges, with respect to: (i) Customer's use of Eze Market Data or any third-party data provider information, including any Claims arising from a Source's rules, regulations, reviews and audits of Eze or Customer, or policies pertaining to any non-display or data feed usage of Customer; or (ii) the identity and/or professional or non-professional market data subscriber status of Customer or its customers. This Section shall survive any termination, expiration, or non-renewal of this Agreement.

**13. TERMINATION.** Either party may terminate this Agreement, without right to refund, by sending the other party written notice of termination, which notice must be received by the other party 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. In the event Customer or any Internal User breaches any term or condition of this Agreement, Eze shall have the right, in addition to any remedies available at law or in equity, to suspend access to the Services in whole or in part, or to terminate this Agreement, if such breach has not been cured within 30 days of notice thereof (except for breach of Paragraphs 2(b) or 9(a) which shall have no cure period). Notwithstanding any other provisions of this Agreement, Eze will have the right to terminate this Agreement immediately upon written notice: (a) in the event Eze is informed of the adoption of any legislation, regulation or regulatory or self-regulatory interpretation that materially impairs or impacts Eze's ability to provide the Services or prohibits Eze from performing its obligations under the Agreement; or (b) if Eze becomes aware that Customer or its Internal Users have violated any law, rule or regulations in sending trade related messages via the Services.

In the event of such termination, Eze shall have no liability to Customer, to any Internal User, or to any Person claiming by or through or on behalf of Customer, with respect to such termination or suspension. Upon Customer's written request, Eze may reinstate this Agreement, in its sole discretion, following a termination by either party, subject to receipt by Eze of all applicable Fees, Source Fees and any re-executed EMS Order Forms and/or Sources' agreements. This Agreement shall terminate automatically if Customer: (i) commences or becomes the subject of any case or proceeding under the bankruptcy, insolvency or equivalent laws of any country; (ii) has appointed for it or for any substantial part of its property a court-appointed receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official; (iii) makes an assignment for the benefit of its creditors; (iv) defaults on any secured obligation; (v) fails generally to pay its debts as they become due; or (vi) takes corporate action in furtherance of any of the foregoing, then, in each case, Customer will immediately give notice of such event to Eze. Upon the termination or expiration and non-renewal of this Agreement for any reason, all rights granted to Customer hereunder shall cease, and Customer shall promptly purge the EMS and Eze Market Data from all of Customer's computer systems, equipment, storage media and other files and destroy the EMS software and all copies thereof in Customer's possession or under Customer's control. Upon Eze's request, Customer shall provide Eze with a written statement certifying that Customer has taken all such actions. Customer shall also pay any and all terminal fees, Source Fees and Taxes incurred as of the date of termination and the out-of-pocket costs or expenses incurred by Eze when removing any equipment or software and any components of the Services from Customer's premises and for canceling or removing any communication lines, if applicable. Eze may terminate this Agreement immediately or discontinue any access to any or all part of the Services, without notice or liability, whenever any Regulatory Authority or Source requires such termination or discontinuance. Any provision of this Agreement which by its terms becomes effective on termination of this Agreement, and any provision of this Agreement which by its nature is intended to survive the termination of this Agreement, shall continue in effect following termination, including, Sections 2, 6-15, 17-23.

**14. EQUITABLE RELIEF.** Each party acknowledges that any breach of its obligations under this Agreement with respect to the Services and any other proprietary rights and confidential information of Eze, the Sources, or Customer may cause irreparable injury to Eze, the Sources, or Customer, as applicable, for which there may be inadequate remedies at law. Each party therefore agrees that the non-breaching party will be entitled to seek to obtain a court order enjoining, prohibiting and restraining the breaching party from the continuance of any such violation, in addition to any monetary damages which might occur by reason of a violation of the provisions of this Agreement identified above or any other remedies at law or in equity, including specific performance, and that in any such action, the breaching party will not raise as a defense the argument that an adequate remedy for such breach exists at law. The posting of a bond will not be required for any injunction to be issued in accordance with this Section.

**15. INDEPENDENT CONTRACTOR.** The parties are and have contracted with each other as independent contractors. Neither party undertakes by this Agreement to perform any obligation of the other. In no way is one party to be construed as an agent, or acting as an agent of the other, in any respect.

**16. ASSIGNMENT.** Neither this Agreement nor any Interfacing Authorization, nor any rights under this Agreement or any Interfacing Authorization, may be assigned or otherwise transferred by Customer, in whole or in part, whether directly or by operation of law, without the prior written consent of Eze. Any such consent may be conditioned upon the payment of additional fees to Eze in such amounts as Eze may determine. For purposes of this Agreement: (a) a change of control of Customer, sale of substantially all of the assets of Customer and/or a merger or consolidation involving Customer or any affiliate of Customer effecting, directly or indirectly, a change of control of Customer, shall be deemed to be an assignment or transfer of this Agreement and the rights under it by operation of law requiring the written consent of Eze; (b) a "change of control" shall be deemed to have occurred if any Person not in control of the Customer before the Effective Date of this Agreement, thereafter acquires control of the Customer; and (c) control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Any assignment or other transfer of this Agreement or the Services without the prior written consent of Eze as required above shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any attempted delegation, transfer or assignment prohibited by this Agreement shall be null and void. Any successor entity shall execute any agreements as required by the Sources or Destinations.

**17. FORCE MAJEURE.** Except for payment obligations, neither party will be liable for any delay or failure to perform its obligations under this Agreement, if such delay or failure results from a cause beyond its reasonable control, including acts of God, fire, flood, strikes, work stoppages, acts or orders of governments or self-regulatory organizations, delays of suppliers or subcontractors, war or civil disturbance, acts of terrorism, telephone line or computer hardware failures and any other telecommunication failures.

**18. GOVERNING LAW; EXCLUSIVE JURISDICTION; WAIVER OF JURY TRIAL.** This Agreement shall be interpreted in accordance with and governed by the Law of the State of New York. The courts of the State of New York and the United States District Court for the Southern District of New York shall have exclusive jurisdiction to settle any claim. Each party submits to the exclusive jurisdiction of such courts. THE PARTIES HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LETTER AGREEMENT OR CUSTOM WORK ORDER. THE PARTIES EACH ACKNOWLEDGE THAT THE FOREGOING WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH PARTY HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT OR ANY LETTER AGREEMENT OR CUSTOM WORK ORDER AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THE WAIVER. THE WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY LETTER AGREEMENT OR CUSTOM WORK ORDER.

**19. PREVAILING PARTY.** If any legal action or other proceeding is brought for a breach of this Agreement or any of the warranties herein or therein, the prevailing party will be entitled to recover its legal fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

**20. NOTICES.** All notices, communications and waivers under this Agreement shall be in writing and shall be: (a) delivered in person; (b) mailed, postage prepaid, either by registered or certified mail return receipt requested; or (c) if sent by overnight express carrier, to the addresses set forth in this Agreement, or to any other address as to either of the parties hereto as such party shall designate in a written notice to the other party; or (d) by Eze upon posting the notice or other communication on [www.ezesoft.com](http://www.ezesoft.com) or its successor website. Eze may also provide notice to Customer by email addressed to the email address provided in the EMS Order Form or to such other email address that Customer or its Internal Users have provided to Eze. Customer agrees that any electronic receipt received by Customer shall be deemed to be proof of receipt by Customer of Eze's email notice.

**21. COMPLIANCE WITH LAWS.** Customer acknowledges and agrees that Customer's use of the Services will comply with all applicable laws, rules and regulations, and applicable exchange rules, regulations and contract terms, including any licenses, registrations or other permissions required to conduct the business with which it is using the Services. Customer represents and warrants that: (a) it will not intentionally engage in, nor is to its knowledge currently engaged in, the operation of any unlawful transactions and/or business; (b) it has established all anti-money laundering and sanctions compliance programs that it is required to establish by any applicable anti-money laundering and/or sanction law, rule or regulation (collectively, the "Money Laundering and Sanctions Laws"); and (c) it is not in violation of any Money Laundering and Sanctions Laws and has not engaged in or conspired to engage in any transaction that has the purpose of evading or avoiding, or has attempted to violate, any Money Laundering and Sanctions Laws. Customer will not use the Services for any unlawful purpose. In the event that Eze reasonably believes that Customer is not in compliance with the terms of this Section, Eze reserves the right to suspend Customer's right to access or use any portion or all of the Services or terminate this Agreement at any time with or without notice and without incurring any liability or obligation in connection therewith. If Eze suspends Customer's right to access or use any portion or all of the Services, Customer remains responsible for all fees Customer incurs during the suspension period.

**22. UNITED STATES GOVERNMENT END USE PROVISIONS (If applicable).** Eze provides the Services, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. These rights are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" right not conveyed under these terms, it must negotiate with Eze to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth in this Agreement.

### **23. MISCELLANEOUS.**

**(a) Headings; Meanings.** Headings in this Agreement are for convenience only and are not intended to be a material part of this Agreement, as applicable. In the event of any conflict between the heading and the text, the text will govern. Unless the context otherwise requires: (i) a term has the meaning assigned to it by this Agreement, as applicable; (ii) "including" means "including, but not limited to"; (iii) "or" is disjunctive but not exclusive; (iv) words in the singular include the plural, and in the plural include the singular; (v) provisions apply to successive events and transactions; (vi) "hereof", "hereunder" and "hereto" refer to the entire Agreement, as applicable, and not any section or subsection; (vi) references in this Agreement to sections are to the sections of this Agreement; and (viii) references in this Agreement to the parties will include their permitted successors and permitted assigns.

**(b) Waiver.** A breach of any provision of this Agreement may only be waived in writing, and waiver of such breach will not operate or be construed as a waiver of any subsequent breach. The failure of either party hereto to enforce, or the delay of either party hereto in enforcing, any of its respective rights under this Agreement will not be deemed a waiver or modification of this Agreement, and the parties hereto may at any time commence appropriate legal or equitable proceedings to enforce any or all of their respective rights hereunder.

**(c) Severability; Validity.** If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be invalid or unenforceable in any respect, the remainder of this Agreement will be enforced and in no way affected or impaired and will be construed so as to give effect to the intended interpretation of this Agreement to the fullest extent permitted by law. A court of competent jurisdiction is hereby empowered to modify any invalid or unenforceable provision of this Agreement to make it enforceable if such modification will carry out the intent of such provision and the parties to this Agreement as expressed in this Agreement.

**(d) No Third-Party Beneficiaries.** No third-party beneficiaries are contemplated by this Agreement.

**(e) Integration; Reliance.** This Agreement, together with any EMS Order Forms, Interface Authorizations, Addenda, Letter Agreements, Custom Work Orders, Exhibits or other attachments hereto, constitutes the complete and entire agreement between the parties and supersedes any prior written or oral agreements or understandings between the parties with respect to the subject matter hereof. All such prior agreements are terminated, including any existing EMS Subscriber Agreements and Order Forms for the Services between Customer and Eze. Furthermore, each party has acted of its own volition without reliance on any representations or warranties made by the other parties, except any representations or warranties expressly set forth in this Agreement.

**(f) Further Acts.** Customer shall, upon request, execute and deliver such further instruments and documents and do such further acts and things as may be reasonably required to provide to Eze the rights and benefits contemplated by this Agreement.

**(g) Revisions to Agreement.** Eze may modify this Agreement upon not less than one (1) calendar month's prior written notice in accordance with the notice requirements set forth in this Agreement.

**(h) Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same Agreement. Each party agrees that its electronic signature is the legal equivalent of its manual signature

on this Agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic means is as effective as executing and delivering this Agreement manually in the presence of the other party hereto. Neither party will be bound by the terms of this Agreement until this Agreement is executed by Customer and approved by Eze.

**(i) NASDAQ, OPRA, CUSIP GLOBAL SERVICES Data.** THIS SECTION 23(i) APPLIES TO CUSTOMER’S RECEIPT OF ANY NASDAQ, OPRA, OR CUSIP GLOBAL SERVICES DATA, AS APPLICABLE.

BY EXECUTING THIS AGREEMENT, CUSTOMER (ALSO KNOWN AS SUBSCRIBER IN THE BELOW REFERENCED AGREEMENTS) AGREES THAT:

(A) IT HAS READ AND AGREES TO BE BOUND BY THE NASDAQ GLOBAL SUBSCRIBER AGREEMENT, OPRA PROFESSIONAL SUBSCRIBER AGREEMENT, AND CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT, AS APPLICABLE. A COPY OF EACH AGREEMENT IS PROVIDED VIA THE BELOW LINKS;

(B) EZE IS NOT AN AGENT OF NASDAQ, OPRA, OR CUSIP GLOBAL SERVICES AND IS NOT AUTHORIZED TO ADD TO OR DELETE FROM THE NASDAQ GLOBAL SUBSCRIBER AGREEMENT, OPRA PROFESSIONAL SUBSCRIBER AGREEMENT, OR CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT, AND IS NOT AUTHORIZED TO MODIFY ANY PROVISION OF THE NASDAQ GLOBAL SUBSCRIBER AGREEMENT, OPRA PROFESSIONAL SUBSCRIBER AGREEMENT, OR CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT; AND

(C) NO PROVISION HAS BEEN ADDED TO OR DELETED FROM THE NASDAQ GLOBAL SUBSCRIBER AGREEMENT, OPRA PROFESSIONAL SUBSCRIBER AGREEMENT, OR CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT, AND NO MODIFICATIONS HAVE BEEN MADE TO THE NASDAQ GLOBAL SUBSCRIBER AGREEMENT, OPRA PROFESSIONAL SUBSCRIBER AGREEMENT, OR CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT.

BOTH CUSTOMER AND THE PERSON EXECUTING ON BEHALF OF CUSTOMER WARRANT THAT CUSTOMER IS LEGALLY ABLE TO UNDERTAKE THE OBLIGATIONS SET FORTH IN EACH AGREEMENT, AS APPLICABLE, AND THE SIGNATORY IS DULY AUTHORIZED TO BIND CUSTOMER TO EACH OF THE AGREEMENTS, AS APPLICABLE.

SOURCE	NAME OF AGREEMENT	PLEASE CLICK BELOW LINKS TO READ AND PRINT AGREEMENTS
NASDAQ	NASDAQ GLOBAL SUBSCRIBER AGREEMENT	<a href="http://emsportal.ezesoft.com/forms/pdfs/nasdaqomxglobalsubscriberagreement.pdf">http://emsportal.ezesoft.com/forms/pdfs/nasdaqomxglobalsubscriberagreement.pdf</a>
Options Price Reporting Authority (OPRA)	OPRA PROFESSIONAL SUBSCRIBER AGREEMENT	<a href="http://emsportal.ezesoft.com/forms/pdfs/opraprofessionalsubscriberagreement.pdf">http://emsportal.ezesoft.com/forms/pdfs/opraprofessionalsubscriberagreement.pdf</a>
CUSIP GLOBAL SERVICES	CUSIP GLOBAL SERVICES ELECTRONIC DISTRIBUTION SUBSCRIBER AGREEMENT	<a href="http://emsportal.ezesoft.com/forms/pdfs/spcusipagreement.pdf">http://emsportal.ezesoft.com/forms/pdfs/spcusipagreement.pdf</a>

IN WITNESS WHEREOF, Eze and Customer have caused their duly authorized representatives to execute or approve, in the case of Eze, this Agreement as of the dates set forth below.

**AGREED:**

\_\_\_\_\_  
(CUSTOMER NAME)

BY: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED:**

**EZE CASTLE SOFTWARE LLC**

100 S. Wacker Drive, 19<sup>th</sup> Floor | Chicago, IL 60606  
Tel: 800-997-9630 e-Fax: 312-264-0093  
ems.ti@sscinc.com

**APPROVED:**



### **General Data Protection Regulation Data Processing Addendum**

This General Data Protection Regulation Data Processing Addendum (this "Addendum") to the EMS Subscriber Agreement (the "Agreement") is made and entered into by and between **Eze Castle Software LLC** ("Eze" or "Processor") and customer specified in the Agreement ("Customer" or "Controller").

WHEREAS, Controller has engaged Processor to provide software applications and services as set forth in the Agreement by and between Processor and Controller dated on or about the date hereof;

WHEREAS, notwithstanding anything in the Agreement to the contrary, Processor may receive Personal Data (as defined below) from Controller (such Personal Data, "Controller Personal Data") in connection with the performance of Processor's obligations under the Agreement; and

WHEREAS, Controller and Processor wish to ensure that processing of Controller Personal Data by Processor is governed by a binding agreement between Controller and Processor.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Processor and Controller hereby agree to all of the terms and conditions of this Addendum effective as of the Effective Date of the Agreement.

1. **Terms and Conditions.** This Addendum shall apply if and to the extent Processor receives and processes Controller Personal Data in connection with the performance of its obligations under the Agreement. This Addendum is subject to and governed by the terms and conditions set forth in the Agreement. All terms of the Agreement not specifically modified by this Addendum remain in full force and effect as set forth in the Agreement.
2. **Definitions; Interpretation.** Capitalized terms used but not defined have the meanings given to such terms in the Agreement; provided, however, that for the purposes of this Addendum,
  - a. "EU GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, including any applicable data protection legislation or regulations or standard contractual clauses supplementing it in those jurisdictions in which relevant services are provided to Controller by Processor from time to time. "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Member State", and "Union" have the meanings given in Article 4 (Definitions) of GDPR;
  - b. "GDPR" means the EU GDPR and the UK GDPR, as applicable.
  - c. "Person" means a natural person, corporation, partnership, association, joint-stock company, trust, unincorporated organization, joint venture, limited liability company or partnership or governmental authority or other regulatory body.
  - d. "UK GDPR" means the Data Protection Act 2018 and the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, in each case, to the extent applicable to Processor in the provision of services under the Agreement.
3. **Processing Instructions.** For the purposes of this Addendum, Controller and Processor agree that Controller is the Controller of Controller Personal Data and Processor is the Processor of Controller Personal Data, except where Controller acts as a Processor of Controller Personal Data, in which case Processor is a subprocessor. Controller hereby instructs Processor to Process Controller Personal Data as a Processor on behalf of Controller in any of the ways contemplated in, and for the purposes of carrying out any of the terms of, the Agreement and any purposes ancillary thereto.
4. **Processor's Obligations as Processor of Controller Personal Data.** Processor will:
  - a. comply with its applicable obligations as a Processor under GDPR, including those requirements set out in Articles 28 (Processor), 29 (Processing under the authority of the controller or processor), 31 (Cooperation with the supervisory authority) and 32 (Security of processing) of GDPR;
  - b. Process Controller Personal Data only on lawful documented instructions from Controller, to carry out Processor obligations under, or as otherwise permitted pursuant to the terms of, the Agreement or to comply with applicable law, including GDPR, including with regard to transfers of Controller Personal Data (if any) to a third country or an international organization, unless required to do so by Union or Member State law to which Processor is subject; in such a case, Processor shall inform Controller of that legal requirement before Processing Controller Personal Data, unless that law prohibits disclosure of such information on important grounds of public interest;
  - c. ensure that any Person authorized to Process Controller Personal Data is subject to confidentiality obligations substantially similar to, and no less protective than, those set forth in the Agreement;

- d. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk as required pursuant to Article 32 of the GDPR;
  - e. taking into account the nature of the Processing of Controller Personal Data, provide reasonable assistance to Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
  - f. provide reasonable assistance to Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing of Controller Personal Data and the information available to Processor;
  - g. at the choice of Controller, delete or return all Controller Personal Data to Controller after the end of the provision of the services relating to the Processing of Controller Personal Data under the Agreement, and delete existing copies, provided that Processor shall be entitled to retain Controller Personal Data as required by applicable law or Processor internal retention policies as agreed in the Agreement;
  - h. at Controller's request and upon reasonable notice and access arrangements agreed in writing, make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller; and
  - i. if Processor receives a request from Controller's Data Subject to exercise one or more of such Data Subject's rights under the GDPR, Processor will notify Controller of such request and/or redirect such Data Subject to make its request directly to Controller.
5. Sub-Processing.
- a. To the extent necessary to fulfill Processor contractual duties and obligations under the Agreement or this Addendum and subject to the terms set out in Agreement and this Addendum, Controller hereby grants to Processor a general authorization to delegate some or all services under the Agreement to one or more of its affiliates or other persons (and Controller's consent to the delegation shall not be unreasonably revoked or withheld in respect of changes); provided that such persons are selected in good faith and with reasonable care and are supervised and monitored by Processor. If Processor delegates any services under the Agreement, such delegation shall not relieve Processor of its duties and obligations thereunder (and in respect of Personal Data, shall be subject to a written agreement obliging the delegate or agent to comply with the relevant delegated duties and obligations of Processor under this Addendum).
  - b. Processor has specifically identified such agents and the services delegated to Controller (and will update Controller when making any material changes) in sufficient detail to provide transparency and enable Controller to object to a particular arrangement.
6. International Data Transfers. Processor only transfers Personal Data to its affiliates where that transfer complies with the requirements under Chapter V of GDPR, including, where applicable, as a result of a data transfer agreement containing the relevant standard contractual clauses published by the European Commission pursuant to Article 46.2 (c) and (d) of GDPR or such other standard contractual clauses or other methods as may be available at the relevant time that provide an adequate safeguard under Article 46 of GDPR from time to time.
7. Personal Data Breach Notification.
- a. Processor will notify Controller without undue delay after becoming aware of a Personal Data Breach involving Controller Personal Data and provide reasonable assistance to Customer in its notification of that personal data breach to the relevant supervisory authority and those data subjects affected as set out in Articles 33 (Notification of a personal data breach to the supervisory authority) and 34 (Communication of a personal data breach to the data subject) of GDPR.
  - b. Controller is responsible for making notifications related to a Personal Data Breach that are required by applicable law.
8. Transparency Requirements. Controller acknowledges and agrees to be solely responsible for complying with all necessary transparency and lawfulness requirements as needed pursuant to applicable data protection law(s) including GDPR, including obtaining any necessary consents or authorizations in accordance with Section 2(c) of the Agreement.
9. Miscellaneous. It is acknowledged and agreed by the Customer that the terms of the Agreement relating to limitations and exclusions of liability shall govern this Addendum.
10. Governing Law. This Addendum shall be governed by the laws of the jurisdiction specified in the Agreement.