VENDOR AGREEMENT

between

ICE DATA

- **and** -

_____

DRAFT

TABLE OF CONTENTS

1. Definitions 3
2. Pricing Data 12
3. Use of Pricing Data 13
4. Vendor's Reporting Obligations 14
5. Click on Agreements 15
6. Charges 16
7. Vendor's Liability for Vendor's own Costs, Liabilities and Expenses 17
8. Vendor's Supply Obligations 17
9. Termination of Subscribers 18
10. Audit Rights 18
11. Liability 19
12. Intellectual Property 20
13. Agreement Personal to the Vendor 20
14. Term of the Agreement 20
15. Assistance 21
16. Notices 21
17. Confidentiality 22
18. Choice of Law and Construction of Agreement 22
19. Subsidiaries 23
20. Miscellaneous 23
Schedule 1 – Part A Exchanges 26
Schedule 1 – Part B Benchmarks 27
Schedule 1 – Part B Benchmarks CONT 28
Schedule 2 - Charges 29
Schedule 3 - Subsidiaries 31
Schedule 4 - Pricing Data Policy 35
Schedule 5 - Addresses for Notices 38
Schedule 6 - Reporting Requirements 39
Schedule 7 – Datafeed access declaration 40
Schedule 8 – ICE Subscriber Agreement 42
Schedule 9 – Vendor Public Display Policy 43
Schedule 10 – Logo 45
Schedule 11 – Public Display Details 46
Schedule 12 – Benchmark Publication Times 47
Schedule 13 – Controlled Benchmark Pricing Data Prior Approval 48

DRAFT

THIS AGREEMENT is made the …….. day of ……. 2018
BETWEEN:-

(1) ICE Data LLP the registered office of which is Milton Gate, 60 Chiswell Street, London, EC1Y 4SA, United Kingdom, (hereinafter called "**ICE Data**") and

(2) ……..the registered office of which is situated

at ……

……

……..……..(hereinafter called "the **Vendor**") (together, "the **Parties**").

WHEREAS, ICE Data is willing to provide Pricing Data to the Vendor.

WHEREAS, the Vendor wishes to receive Pricing Data from ICE Data for the purposes of using, processing and disseminating the same through its information systems for the reception by other vendors and Subscribers and by such of the Vendor's Affiliates as shall be agreed with ICE Data in the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and the Schedules hereto, unless the context otherwise requires, the following expressions shall have the following respective meanings:

Definition	Meaning
"Access"	**means the ability of any entity or person to receive, view or display Pricing Data through any Display Device;**
"Affiliates"	**means in relation to any company, its subsidiary undertakings, associates and parent undertakings and the subsidiary undertakings and associates of such parent undertakings from time to time as such terms are defined in Section 1162 of the Companies Act 2006 and Section 435 of the Insolvency Act 1986;**
"Algo-Box"	**means an algorithm box used to process and evaluate Pricing Data for research and model creation purposes;**
"API"	**means all real time distribution methods used by ICE Exchange Entities, including open application program interface, transport software and additional functionality that facilitates order entry or placement, and Pricing Data distribution;**
"Audit "	**means any audit to be carried out pursuant to**

DRAFT

Definition	Meaning
	Clause 10;
"Audit Party"	**means the parties identified by ICE Data and agreed by the Vendor to conduct an Audit on behalf of ICE Data;**
"Authorised Vendor"	**means collectively, all persons, firms, companies or any other organisations, including the Vendor, with whom ICE Data has a current Vendor Agreement;**
"Back Up Disaster Recovery Site"	**means a Subscriber Location equipped with Display Devices that are technically able to Access Pricing Data but do not do so while the primary Subscriber Location is operational;**
"Benchmark Pricing Data"	**means collectively Delayed Benchmark Pricing Data, Historic Benchmark Pricing Data, Intraday Benchmark Pricing Data and Real Time Benchmark Pricing Data;**
"Benchmark Products"	**means those products listed under 'Benchmark Products' in Schedule 1 of this Agreement;**
"Benchmark Publication Time"	**means the time at which Benchmark Pricing Data and Controlled Benchmark Pricing Data is published under normal circumstances, as listed in Schedule 12;**
"Business Day"	**means any day on which ICE Futures Europe is open for business;**
"Charge Period"	**means a calendar month or: (i) in respect of the first calendar month after signature of this Agreement, the period between signature and the end of that calendar month; and (ii) in the event of termination of this Agreement for any reason, the period between the start of that calendar month and the date of termination of this Agreement;**
"Charges"	**means the charges, payments and fees set out in Schedule 2, which may be amended by ICE Data from time to time in accordance with this Agreement;**
"Click On Agreement"	**has the meaning given to the term in Clause 5.1;**
"Closed Feed"	**means a Pricing Data transmission feed where the transmitter of the Pricing Data is able to control the permissioning of the**

DRAFT

Definition	Meaning
	Pricing Data on an end user or application basis;
"Controlled Benchmark Pricing Data"	**means collectively, Delayed Controlled Benchmark Pricing Data, Historic Controlled Benchmark Pricing Data, Intraday Controlled Benchmark Pricing Data and Real Time Controlled Benchmark Pricing Data;**
"Controlled Benchmark Products"	**means those products listed under 'Controlled Benchmark Products' in Schedule 1 of this Agreement;**
"Datafeed Access Declaration"	**means a report detailing Access to Pricing Data within a Datafeed Environment. The Datafeed Access Declaration shall be prepared by the party that controls Access within each Datafeed Environment and shall contain all the information detailed in Schedule 7;**
"Datafeed Environment"	**means a system configuration whereby individual Display Devices Access Pricing Data from a shared source, or where the transmitter of the Pricing Data is unable to control the permissioning of the Pricing Data on an end user or application basis;**
"Delayed Benchmark Pricing Data"	**means dynamic or snapshot specifying the Benchmark Products which is delayed by a period of time (as specified in Schedule 12) after the Benchmark Publication Time;**
"Delayed Controlled Benchmark Pricing Data"	**means dynamic or snapshot specifying the Controlled Benchmark Products which is delayed by a period of time (as specified in Schedule 12) after the Benchmark Publication Time;**
"Delayed Pricing Data"	**means delayed data specifying the market prices of the Traded Contracts transmitted more than 10 minutes from publication via the API, including Implied Data;**
"Derived Data"	**means Pricing Data for all purposes under this Agreement (including requirements relating to the Charges and reporting obligations) if, in ICE Data's sole discretion:** **a. it is technically feasible for any person to derive the Pricing Data from the Derived Data (whether by reverse engineering, calculation, translation or otherwise);**

DRAFT

Definition	Meaning
	b. the Derived Data is used as a substitute for the Pricing Data; **c. the Derived Data is used for the creation of a structured product, including but not limited to ETF's, CFD's, or any sub-licensed product used to trading or creating a trading instrument or** **d. the Derived Data is used or redistributed in a manner other than permitted in Schedule 4;**
"Display Device"	**means any authorised device wherein Technical and Administrative Controls are administered by a Vendor and which is not part of a Datafeed Environment configuration;**
"Exchange"	**means any market place in derivatives, spot or other contracts operated by an ICE Exchange Entity;**
"Force Majeure"	**means acts, events, omissions or accidents beyond the reasonable control of ICE Data or the Vendor including but not limited to any of the following:** **(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;** **(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;** **(c) terrorist attack, civil war, civil commotion or riots;** **(d) nuclear, chemical or biological contamination or sonic boom;** **(e) compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);** **(f) fire, explosion or accidental damage;** **(g) loss at sea;**

DRAFT

Definition	Meaning
	(h) adverse weather conditions; (i) collapse of building structures, failure of plant machinery, other machinery, computers or vehicles; (j) any labour dispute, including but not limited to strikes, industrial action or lockouts; (k) non-performance by suppliers or subcontractors; and (l) interruption or failure of utility service, including but not limited to electric power, gas or water;
"FSMA"	means the Financial Services and Markets Act 2000;
"Handheld Device"	means (i) any form of display or medium which projects, displays or makes visible an image which is less than 7 inches in diagonal length, or when combined with other forms of display or media, projects, displays or makes visible an image which is less than 7 inches in diagonal length or (ii) a small portable device such as a BlackBerry, cell phone, PDA or pager. All other devices are considered Display Devices or Wallboards;
"Historic Benchmark Pricing Data"	means historical data specifying the market prices of the Benchmark Products, which is older than 7 calendar days;
"Historic Controlled Benchmark Pricing Data"	means historical data specifying the market prices of the Controlled Benchmark Products, which is older than 7 calendar days;
"Historic Pricing Data"	means archived data specifying the market prices of Traded Contracts, which is older than 10 minutes;
"ICE Benchmark Administration"	means ICE Benchmark Administration Limited or any successor to it as the administrator and publisher of benchmark products, regulated by the Financial Conduct Authority;
"ICE Endex"	means ICE Endex Derivatives B.V. and ICE Endex Gas NL and ICE Endex Gas UK;
"ICE Endex Derivatives"	means ICE Endex Derivatives B.V. or any successor to it as the operator of an

DRAFT

Definition	Meaning
	Exchange upon which certain Traded Contracts are traded, which is a securities exchange operating under a license of the Ministry of Finance and supervised by the Netherlands Authority for the Financial Markets (AFM) and the Dutch Central Bank (DNB);
"ICE Endex Gas NL"	**means ICE Endex Gas B.V. or any successor to it as the operator of a spot trading platform upon which certain Traded Contracts are traded;**
"ICE Endex Gas UK"	**means ICE Endex Gas Spot Limited or any successor to it as the operator of a spot trading platform upon which certain Traded Contracts are traded;**
"ICE Futures Canada"	**means ICE Futures Canada, Inc. or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Manitoba Securities Commission;**
"ICE Futures Europe"	**means ICE Futures Europe or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a recognized investment exchange under the FSMA;**
"ICE Futures Singapore"	**means ICE Futures Singapore or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Monetary Authority of Singapore;**
"ICE Futures US"	**means ICE Futures U.S., Inc. or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is regulated by the Commodity Futures Trading Commission;**
"ICE Exchange Entities"	**means LIFFE, ICE Endex, ICE Futures Canada, ICE Futures Europe, ICE Futures Singapore and ICE Futures U.S.;**
"ICE LIBOR"	**means the London Interbank Offered Rate as calculated by ICE Benchmark Administration, formerly known as "BBA LIBOR" and "British Bankers' Association Interest Settlement Rate";**
"ICE Swap Rate"	**means the average mid-market rates for fixed-for-floating interest rate swaps in four**

DRAFT

Definition	Meaning
	major currencies at selected maturities on a daily basis as quoted by a panel of major interest rate swap dealers;
"Implied Pricing"	means pricing data calculated from Real Time Pricing Data outrights and spreads to obtain the best market prices using ICE logic;
"Intercontinental Exchange" or "ICE"	means Intercontinental Exchange Holdings, Inc, a Delaware corporation with its principal place of business at 5660 New Northside Drive, NW, 3rd Floor, Atlanta, Georgia 30328, USA;
"Internet"	means the computer and telecommunications networks, (including the "World Wide Web") commonly known as the internet;
"Intraday Benchmark Pricing Data"	means dynamic or snapshot data specifying the Benchmark Products which is delayed by a period of time (as specified in Schedule 12) after the Benchmark Publication Time;
"Intraday Controlled Benchmark Pricing Data"	means dynamic or snapshot data specifying the Controlled Benchmark Products which is delayed by a period of time (as specified in Schedule 12) after the Benchmark Publication Time;
ISDA SIMM™	means risk data as provided by the crowdsourcing utility operated by ICE Benchmark Administration;
LBMA Gold Price	means the data generated by the ICE gold auction process and the LBMA Gold Price benchmark product which is calculated and distributed by ICE Benchmark Administration, and which has replaced the former "London Gold Fix";
LBMA Precious Metals	means the LBMA Gold Price and LBMA Silver Price;
LBMA Silver Price	means the data generated by the ICE silver auction process and the LBMA Silver Price benchmark fixing which is calculated and distributed by ICE Benchmark Administration, and which has replaced the former "London Silver Fixing";
"LIFFE"	means LIFFE Administration and Management, or any successor to it as the operator of an Exchange upon which certain Traded Contracts are traded, which is a

Definition	Meaning
	recognized investment exchange under the FSMA;
"Point of Supply"	means the API connection from which the Vendor receives Pricing Data from ICE Data;
"Pricing Data"	means collectively, Real Time Pricing Data, Real Time Benchmark Pricing Data, Real Time Controlled Benchmark Pricing Data, Intraday Benchmark Pricing Data, Intraday Controlled Benchmark Pricing Data, Delayed Pricing Data, Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data, Historical Pricing Data, Historical Benchmark Pricing Data, Historical Controlled Benchmark Pricing Data, and Derived Data;
"Pricing Data Policy"	means the policy which regulates the use of Pricing Data as exhibited at Schedule 4 and as may be amended from time to time by ICE Data in accordance with this Agreement;
"Public Display"	means an Internet website, web page, electronic media or printed material that is not security restricted and/or pay-per-view;
"Real Time Benchmark Pricing Data"	means real time data specifying the Benchmark Products transmitted between the Benchmark Publication Time and the time at which Intraday Benchmark Pricing Data is published;
"Real Time Controlled Benchmark Pricing Data"	means real time data specifying the Controlled Benchmark Products transmitted between the Benchmark Publication Time and the time at which Intraday Controlled Benchmark Pricing Data is published;
"Real Time Pricing Data"	means real time data specifying the market prices of the Traded Contracts transmitted less than 10 minutes from publication via the API, including Implied Data;
"Report"	has the meaning given to the term in Clause 4.4.1;
"Secured Web Display"	means a security restricted and/or pay-per-view website or web page or similar;
"Slave Device"	means a screen or Display Device attached to one or more other Display Devices and showing part or all of the image shown on the Display Device to which it is attached;

DRAFT

Definition	Meaning
"Sub Vendor"	**means organizations, with whom ICE Data has a current Vendor Agreement, that is connecting to an Authorised Vendor for receipt of Pricing Data;**
"Subscriber"	**means any and all persons, firms, companies and organisations with a current contractual arrangement with an Authorised Vendor for supply and receipt from the Authorised Vendor of Pricing Data or who are authorised to access Pricing Data from a Secured Web Display operated by the Vendor;**
"Subscriber Fee"	**means the fee chargeable by ICE Data for access to Pricing Data, as detailed in Schedule 2;**
"Subscriber Location"	**means each separate office, or premises of a Subscriber;**
"Subsidiaries"	**means all those Affiliates details of which are set out in Schedule 3 and/or such other companies as may be agreed by the Parties in writing from time to time;**
"Technical and Administrative Controls"	**means software, hardware and documented policies and procedures employed to prevent or allow Access to Pricing Data and to prepare auditable reports on the Access to Pricing Data by Display Devices;**
"Tick Data"	**means pricing data that includes intraday prints of bids, offers or trades of Traded Contracts;**
"Traded Contracts"	**means certain contracts traded on Exchanges, as added to or changed pursuant to Clause 2;**
"Unique User ID"	**means a unique user log in ID that is provided by a single Vendor to a customer that has technical means in place to disallow any simultaneous log in, and which is not part of a Datafeed Environment configuration;**
"Unit of Count"	**has the meaning given to the term in Schedule 6;**
"Usage License"	**means a license agreement between ICE Benchmark Administration and a Subscriber permitting specific internal usage of ICE Benchmark Pricing Data;**

DRAFT

Definition	Meaning
"Vendor Access Interface"	**means an interface with the API developed by the Vendor and conformed by ICE and an ICE Exchange Entity in accordance with the terms of the Vendor Access Interface Agreement by which the Vendor gains access to Pricing Data from the API;**
"Vendor Access Interface Agreement"	**means the agreement between the Vendor, IntercontinentalExchange and an ICE Exchange Entity under the terms of which the Vendor is permitted to develop and maintain its Vendor Access Interface;**
"Wallboard"	**means any form of display or medium which projects, displays or makes visible an image which is greater than 42 inches in diagonal length or when combined with other forms of display or media, projects, displays or makes visible an image which is greater than 42 inches in diagonal length;**

1.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.3 Any words or terms in singular form shall, where the context permits, include the plural and vice versa.

1.4 A reference to any statutory provision shall be construed as a reference to such provision as modified, amended or re-enacted from time to time and to any subordinate legislation made under such provision and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

1.5 A reference to a Clause or the Schedule, unless the context otherwise requires, is a reference to a clause of or a schedule to this Agreement. In the event of any inconsistency between the Agreement and any Schedule, the provisions of the Agreement shall prevail.

2. PRICING DATA

2.1 In consideration of the Vendor's payment of the Charges in accordance with Clause 6 hereof, ICE Data throughout the term of this Agreement and subject to the terms of this Agreement, and where applicable, the terms of the Vendor Access Interface Agreement:

2.1.1 shall make the Pricing Data, selected by the Vendor in Schedule 1, available to the Vendor for the term of this Agreement. ICE Data's obligation to make Pricing Data available to the Vendor is limited to making the same available to the Point of Supply, from where the Vendor shall be entitled to receive the same, or

2.1.2 permit the Vendor to receive the Pricing Data, selected by the Vendor in Schedule 1, from one or more Authorised Vendor, as listed in Schedule 1, for the term of this Agreement.

2.2 Nothing in this Agreement shall prevent or restrict ICE Data from making Pricing Data available to any other Authorised Vendor, on such terms and conditions as it shall deem fit, provided however, that if ICE Data makes Pricing Data available to other Authorised Vendors

on terms more favorable than those contained in this Agreement, ICE Data will agree to an addendum to this Agreement or a replacement agreement to incorporate such favorable terms.

2.3 The obligation to supply Pricing Data by ICE Data under this Agreement shall be fulfilled when the Pricing Data is made available at the Point of Supply and any act or omission by the Vendor which disrupts, delays or prevents the Vendor from receiving the Pricing Data shall be the responsibility of the Vendor and ICE Data shall not be liable for any such disruption, delay or failure to perform under this Agreement.

2.4 ICE Data reserves the right in its sole, unfettered and absolute discretion to:

2.4.1 introduce details of new Traded Contracts, Benchmark Products or Controlled Benchmark Products into Pricing Data; and/or

2.4.2 withdraw prices of any Traded Contracts that cease trading on an Exchange or Benchmark Products or Controlled Benchmark Products that have ceased publication from the Pricing Data.

2.5 ICE Data may, upon reasonable notice to the Vendor, introduce, vary or withdraw all or any price information in relation to any Traded Contract if, in the reasonable opinion of ICE Data, the trading in that Traded Contract is being carried on at such a level that such action is justified.

2.6 The Vendor acknowledges that each of the Exchanges may vary the months in which Traded Contracts are traded and/or for which Traded Contracts are delivered or prices at which they are exercised.

2.7 In no case whatsoever shall the Vendor make, allow to be made available, or purport to make available, Pricing Data to any person, firm, company or organisation in any way or through any medium which is in contravention of the Pricing Data Policy. It is a material and ongoing condition of this Agreement that the Vendor shall at all times, for the term of this Agreement, comply with the Pricing Data Policy.

2.8 ICE Data shall be entitled to make changes to the Pricing Data Policy from time to time by giving the Vendor not less than 4 calendar months' notice (or such shorter period where required for bona fide operational, legal or regulatory reasons) in writing in accordance with clause 16.

3. USE OF PRICING DATA

3.1 Except as otherwise provided, the Vendor shall not distribute Pricing Data to, or permit Pricing Data to be viewed on, any Display Device controlled or used by the Vendor without the prior written consent of ICE Data. Except as otherwise provided, the Vendor shall not distribute Pricing Data, or permit Pricing Data to be accessed by means of a Unique User ID without the prior written consent of ICE Data.

3.2 The Vendor shall not distribute Real Time Pricing Data to any end user, or permit Real Time Pricing Data to be viewed on, any Display Device controlled by the Vendor without having the end user first complete an ICE Subscriber Agreement attached as Schedule 8. In lieu of the ICE Subscriber Agreement, the Vendor may utilise any substitute subscriber addendum that has received the prior written authorisation of ICE Data and that incorporates all of the terms and conditions of the ICE Subscriber Agreement. The Vendor is required to seek prior approval, at a firm level, from ICE Benchmark Administration prior to supplying access to any Subscriber to Controlled Benchmark Pricing Data, in accordance with Schedule 13. The Vendor is not required to obtain a completed Usage License for Real Time Benchmark Pricing Data or Intraday Benchmark Pricing Data, ICE will contact the Subscriber directly if a Usage License is not in place.

3.3 ICE Data shall, after the end of each Charge Period, invoice the Charges in relation to but not limited to any Unit of Count to which Pricing Data is distributed pursuant to Clause 3.1 for that Charge Period to the Vendor in accordance with Clause 6.

3.4 At its sole, unfettered and absolute discretion, ICE Data may agree to waive any Charges payable by the Vendor for any Unit of Count controlled or used by the Vendor to which Pricing Data is distributed, or permitted to be viewed on, solely for the purposes of research and development, marketing, quality and control monitoring and monitoring of Vendor services, or any similar purpose for which ICE Data approves the Charge waiver. All requests for Charge waivers must be requested in writing from ICE Data. A copy of all written Charge waivers must be maintained by the Vendor to be presented to ICE Data upon request.

3.5 The Vendor will obtain written consent from ICE Data prior to the creation of all Derived Data, including but not limited to when the Derived Data is used in a structured product, a product that is sublicensed or a product that is listed for trading. ICE Data **may** permit the Vendor to calculate Implied Pricing using ICE Real Time Pricing Data and implication logic similar to that used by the ICE matching engines and trading platform. All Implied Pricing must have an indicator flag visible in the feed and/or terminal application to allow the Subscriber to have immediate knowledge that those prices are derived.

3.6 Implied Pricing or other derived data that is considered complementary to Pricing Data shall only be distributed to Subscribers of Pricing Data in accordance with Clause 3.2.

4. VENDOR'S REPORTING OBLIGATIONS

4.1 ICE Data may publish guidelines in relation to the Vendor's reporting obligations set out below and the Vendor shall comply with the terms of such guidelines as they may change from time to time. It is the Vendor's responsibility to ensure, at the Vendor's cost and expense, that reports produced by the Vendor for the purposes of meeting its reporting obligations in this Agreement meet ICE Data's requirements at that time, as set forth in such guidelines and the provisions below.

4.2 The furnishing of any information by the Vendor pursuant to this Agreement shall constitute a representation by the Vendor that the Vendor has made all reasonable endeavours to ensure that such information is complete and accurate.

4.3 The Vendor shall immediately notify ICE Data if it has any reasonable suspicion that:

4.3.1 another Authorised Vendor or Subscriber is in breach of the Pricing Data Policy; or

4.3.2 the actions of another Authorised Vendor or Subscriber are at risk of putting, or are putting, the Vendor in breach of any of its obligations under this Agreement; or

4.3.3 information provided to ICE Data or the Vendor by another Authorised Vendor or a Subscriber is incomplete, inaccurate or misleading.

4.4 Reporting requirement for end users with access to Real Time Pricing Data, Real Time Benchmark Pricing Data, Real Time Controlled Benchmark Pricing Data, Intraday Benchmark Pricing Data and Intraday Controlled Benchmark Pricing Data controlled by Vendor

4.4.1 On or before the 20th day of every calendar month during the term of this Agreement and within 7 calendar days following the date of termination of this Agreement, and as detailed in Schedule 6 (Reporting Requirements) the Vendor shall provide to ICE Data, in an electronic format, and by means acceptable to ICE Data, a statement or report certified as correct by the Vendor setting out relevant details of all Sub Vendors and Subscribers along with the Unit of Count at each Sub Vendor and Subscriber Location and its own location during the relevant Charge Period (a "**Report**"). For the avoidance of doubt, not only Sub Vendors and Subscribers along with the Unit of Count as at the date of the Report must be included but also all those Sub Vendors

and Subscribers, along with the Unit of Count during that Charge Period must be included.

4.4.2 If at any time, ICE Data discovers that the Vendor has understated the Sub Vendors, Subscribers and/or Unit of Count that would have been paid for by the Vendor if the Report had been correct, the balance of the understated amount shall be paid within 1 calendar month by the Vendor with interest in accordance with Clause 20.4, along with an administrative fee of 5% of the total understated amount.

4.5 Reporting requirement for end users with access to Real Time Pricing Data. Real Time Benchmark Pricing Data, Real Time Controlled Benchmark Pricing Data, Intraday Benchmark Pricing Data and Intraday Controlled Benchmark Pricing Data with the permissioning not controlled by the Vendor (Datafeed Environment)

4.5.1 The Vendor must obtain no less than once per quarter, a Datafeed Access Declaration from each Subscriber with access to Real Time Pricing Data, Real Time Benchmark Pricing Data, Real Time Controlled Benchmark Pricing Data, Intraday Benchmark Pricing Data and Intraday Controlled Benchmark Pricing Data being used for the Subscriber's own internal distribution.

4.5.2 The Vendor must report these real time Accesses to ICE Data via the standard electronic reporting process used for all other Pricing Data reporting, unless the Vendor has been advised in writing by ICE Data that the Subscriber will be reporting and remitting directly to ICE Data.

4.6 **Datafeed Access Declaration**

The Vendor shall procure that each Subscriber to which it supplies Real Time Pricing Data, Real Time Benchmark Pricing Data, Real Time Controlled Benchmark Pricing Data, Intraday Benchmark Pricing Data or Intraday Controlled Benchmark Pricing Data provides it with a completed Datafeed Access Declaration as attached, or similar to, Schedule 7 for each Datafeed Environment not directly controlled by the Vendor detailing the number of Display Devices, and Unique User IDs capable of Accessing Pricing Data at any time during the Charging Period along with the Unit of Count. The Vendor will keep all completed Datafeed Access Declarations on file at their premises and will provide access to and/or copies of the Declarations to ICE Data upon request. Failure of the Vendor to obtain and/or maintain complete Datafeed Access Declarations will result in a missing documentation payment as listed on Schedule 2. In lieu of the Datafeed Access Declaration, the Vendor may utilise any substitute datafeed addendum that has received the prior written authorisation of ICE Data and that incorporates all of the terms and conditions of the Datafeed Access Declaration.

5. CLICK ON AGREEMENTS

5.1 The Vendor may satisfy the requirements of Clause 3.2 above by means of an on-line agreement agreed with any Authorised Vendor or Subscriber by means of "clicking" an indicated space on a computer screen (a "**Click-On Agreement**") provided that:

5.1.1 ICE Data has approved the form and content of, and manner of entry into, the Click-On Agreement, and any change to that form, content and manner of entry, prior to its use;

5.1.2 the Vendor maintains a copy of each Click-On Agreement and detailed records as to the scope of use of each Click-On Agreement. These records must indicate the manner in which each Subscriber manifested its consent to such agreement and the date of entry into and effective date (if different) of each Click-On Agreement and of all subsequent updated or revised versions;

5.1.3 upon request from ICE Data, the Vendor provides ICE Data:

5.1.3.1 a copy of each Click-On Agreement and any revised version;

5.1.3.2 a description of the scope of use of, and manner of entry into, each Click-On Agreement; and

5.1.3.3 access to all Click-On Agreement records; and

5.1.4 the Vendor prevents the Authorised Vendor or Subscriber from having the ability to give its consent to the Click-On Agreement unless all of the Click-On Agreement's terms and conditions have first appeared on the computer screen.

5.2 If ICE Data, in its sole, unfettered and absolute discretion, determines that any statutory or common law has rendered, or is likely to render, Click-On Agreements to be unenforceable, it may so notify the Vendor and direct the Vendor to cease to use or display Click-On Agreements.

5.3 The notice shall be deemed to have been served on the day after sending such notice via email to the contact(s) noted in Schedule 5 or other such contact that the Vendor has provided to ICE Data pursuant to Clause 5.2, from which date the Vendor shall cease to allow Authorised Vendors or Subscribers to enter into Click-On Agreements.

5.4 The Vendor shall procure that, within 1 calendar month of service of the notice served pursuant to Clause 5.2, each Authorised Vendor and Subscriber has satisfied the requirements of this Agreement by, if it has not done so already, executing the appropriate replacement agreement regulating Access to Pricing Data in paper form.

5.5 If, within 1 calendar month of service of the notice pursuant to Clause 5.2, any Authorised Vendor or Subscriber is in breach of any provision of this Agreement, ICE Data shall notify the Vendor that it requires the Vendor to immediately cease, and the Vendor shall immediately cease, to distribute Pricing Data to that Authorised Vendor or Subscriber.

6. CHARGES

6.1 Full Charges without adjustment shall be payable by the Vendor for every Unit of Count receiving Real Time Pricing Data or Real Time Benchmark Pricing Data during the relevant Charging Period regardless of whether the Unit of Count had Access to or received Pricing Data for only part of the Charging Period due to an Authorised Vendor, Subscriber or trial Subscriber beginning or ending Access mid-way through a Charging Period.

6.2 ICE Data shall, after the end of each Charge Period (and in respect of any Annual Licence Fees payable under Schedule 2, at any time after the date of this Agreement) on the basis of the Report or otherwise, invoice the Charges for that Charge Period to the Vendor. The Vendor shall pay ICE Data all Charges not already paid at the time of the Report within 30 calendar days of the date of each invoice. All payments shall be made in cleared funds**.** The Charges shall be at the rates set out in Schedule 2 hereto and as may be amendid from time to time pursuant to Clause 6.3 hereof.

6.3 ICE Data may amend or alter the rates set out in Schedule 2 by giving the Vendor not less than 4 calendar months' notice in writing in accordance with clause 16. All Charges changes will be effective at the start of a calendar quarter and limited to one per annum.

6.4 In any Charge Period no Charges shall be payable by the Vendor in respect of any Unit of Count:

6.4.1 of the Vendor which during the whole of such Charge Period is used solely and exclusively for monitoring the output of the Vendor's systems to ensure that the Vendor's systems match Pricing Data, provided that the use of such Display Devices has been previously agreed to be free of Charges in writing with ICE Data as per clause 3.4.

6.4.2 of any Subscriber which during the whole of such Charge Period is in receipt of Pricing Data upon a trial basis as a “Free Trial Subscriber”;

6.4.3 which is part of a Back Up Disaster Recovery Site and are correctly reported as required under this Agreement.

6.5 Free Trial Subscribers

6.5.1 The trial period for any Subscriber shall in no event exceed 30 calendar days in the aggregate.

6.5.2 No Subscriber shall be permitted to receive Pricing Data upon a trial basis from any Vendor for more than 1 calendar month in any 1 calendar year.

6.5.3 Any Subscriber in receipt of Pricing Data upon a trial basis shall be identified as a trial Subscriber in the statements to be submitted to ICE Data under Clause 4.

6.5.4 No Subscriber shall be permitted to receive Controlled Benchmark Pricing upon a trial basis without first seeking prior approval at the firm level, as per clause 3.2.

7. VENDOR'S LIABILITY FOR VENDOR'S OWN COSTS, LIABILITIES AND EXPENSES

7.1 All costs expenses and liabilities incurred by the Vendor in taking Pricing Data from the Point of Supply shall be for the Vendor's own account.

7.2 All costs, expenses and liabilities incurred by the Vendor in complying with its obligations or exercising its rights under this Agreement and, any costs, expenses and liabilities incurred by the Vendor as a result of any variation or change to this Agreement or the documents referred to herein, including without limitation, any changes to the Pricing Data Policy, shall be for the Vendor's account.

7.3 All rates in Schedule 2 are exclusive of Value Added Tax and other taxes and imposts. In relation to any other payments referred to in this Agreement, the Vendor shall in addition to and at the same time as making such payment also pay to ICE Data any Value Added Tax and other applicable taxes and government imposts (but not taxes based on the income of ICE Data) at the applicable rate.

8. VENDOR'S SUPPLY OBLIGATIONS

8.1 The Vendor shall, at its own cost and expense, supply ICE Data with access to Pricing Data via:

8.1.1 two fully functioning terminals which shall display such products containing Pricing Data as the Vendor distributes; or

8.1.2 two log-ins for each Exchange for which the Vendor receives Pricing Data which shall be fully functional to allow ICE Data to access and make full unrestricted use of the Vendor’s distributed product; or

8.1.3 provide access to a terminal, or WebEx demonstration within 14 days of request by ICE Data to review any Pricing Data queries.

8.2 There shall be no restrictions in relation to the use or access of such terminals and log-ins among the employees of ICE Data or its Affiliates. ICE Data shall be responsible for paying any relevant fees in respect of third party services included within the Vendor's standard products in relation to ICE Data's use of such terminals but ICE Data shall not be responsible for paying any fees in relation to its use of all log-ins provided by the Vendor.

8.3 The Vendor shall also provide all equipment necessary to enable receipt of the Pricing Data from ICE Data and ICE Data shall not be required to provide any equipment or wiring to facilitate the provision of Pricing Data to the Vendor, though ICE Data will be responsible for covering telecommunication and hardware costs which it has agreed in writing to pay.

9. TERMINATION OF SUBSCRIBERS

The Vendor shall, at ICE Data's request, immediately cease to supply any Pricing Data to any Sub Vendor or Subscriber identified by ICE Data in any of the following circumstances:

9.1.1 if the Sub Vendor or Subscriber is in breach of the Pricing Data Policy; or

9.1.2 if the Sub Vendor or Subscriber on-supplies any of the Pricing Data to any person without ICE Data's prior written consent; or

9.1.3 if ICE Data reasonably considers that any unreasonable delay, interruption or distortion in the re-supply by such Sub Vendor or Subscriber, however made, of Pricing Data or any other action or inaction by that Sub Vendor or Subscriber is or might be causing damage to ICE Data's, ICE's, an ICE Exchange Entity's, ICE Benchmark Administration or an Exchange's reputation, and that Sub Vendor or Subscriber has failed to remedy the same within 10 days of service of a written notice from ICE Data specifying the matter(s) complained of (provided that ICE Data shall not be required to provide a remedy period in relation to any repeated occurrence of such matter; or

9.1.4 if that Sub Vendor or Subscriber makes any arrangement or composition with its creditors or a bankruptcy petition is presented or if a receiving order is made against it or, being a company, an order is made or a resolution is passed for its winding up, or it has a receiver, administrator or administrative receiver appointed over the whole or any part of its assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager, or which entitle the Court to make a winding up, liquidation or administration order, or if it takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for its solvent reorganisation; or

9.1.5 that Sub Vendor or Subscriber does anything which, in ICE Data's reasonable opinion, adversely affects the *bona fide* business or interests of ICE Data, ICE, an ICE Exchange Entity, ICE Benchmark Administration or an Exchange.

10. AUDIT RIGHTS

10.1 At any time during normal business hours on a Business Day, and on not less than 90 days' prior written notice, and not more than once a year the Audit Party shall be entitled, and the Vendor shall permit or procure the relevant permission from any Authorised Vendor other than the Vendor or a Subscriber, (all of the foregoing being an "Audited Party"), to have access to the premises of the relevant Audited Party at which the Audited Party receives or processes Pricing Data, and/or the premises from which the Vendor generates Reports sent to ICE Data, and the Audit Party shall, on the same basis, be entitled to have access to and inspect the accounts and records of the relevant Audited Party and all instruments and apparatus used by it in connection with or relating to Pricing Data.

10.2 Such accounts and records shall include (as applicable), without limitation: lists of Authorised Vendors and Subscribers; billing invoices covering all services provided by the Vendor to Authorised Vendors and Subscribers; cash receipts; registers and accounting ledgers; Vendor data distribution agreements under the terms of which Pricing Data is distributed; and, any other documentation or computerised or other records as may be requested by ICE Data. The Vendor, an Authorised Vendor other than the Vendor, or Subscriber (as applicable) may redact information which in the reasonable view of that party is commercially sensitive information (which does not impact on the ability of ICE Data to perform an Audit) from such accounts and records which are accessed and/or inspected by ICE Data in accordance with

its rights under the terms of Clause 10.1. All information made available to the Audit Party shall remain confidential between the Audit Party, Authorised Vendor, Subscriber and ICE Data, and any agent acting on behalf of these parties, where applicable.

10.3 In the event that ICE Data has a reasonable belief that any Authorised Vendor or any Subscriber (as applicable) is not in compliance with the Pricing Data Policy, the Authorised Vendor shall carry out its obligations and ICE Data shall be entitled to exercise its rights under Clause 10.1 above immediately and without notice.

10.4 In the event that the Audit reveals that the Charges paid by the Vendor to ICE Data in any Charge Period were less than those properly payable the following provisions shall apply:-

10.4.1 ICE Data shall invoice the Vendor in respect of any outstanding Charges and any interest which may be payable thereon and the amount specified in such invoice shall be paid by the Vendor in accordance with Clause 6.

10.4.2 In the event that the Charges paid by the Vendor to ICE Data in any Charge Period were less than 90% of those properly payable by the Vendor as a result of inaccurate reporting by the Vendor, the Vendor shall reimburse to ICE Data on demand all costs and expenses whatsoever incurred in carrying out the relevant Audit.

11. LIABILITY

11.1 ICE Data warrants that it is entitled to make the Pricing Data available to the Vendor in accordance with the provisions of this Agreement.

11.2 ICE Data does not warrant that the Pricing Data will be free from errors or defects or that it will be uninterrupted, but undertakes that once it becomes aware of or notice is given to it of such matters, it will use reasonable skill and care in endeavouring to correct any such errors and defects and overcoming breakdowns and interruptions up to the Point of Supply as soon as reasonably practicable after receipt of such notice.

11.3 Subject to Clauses 11.5 and 11.6, the total aggregate liability of ICE Data under or in connection with this Agreement (whether for negligence, breach of contract, misrepresentation or otherwise) shall, in relation to any event and all events preceding that event (taken together), be limited to the amount of all Charges paid by the Vendor in the Charge Period preceding that event.

11.4 Subject to Clauses 11.5 and 11.6, ICE Data shall not be liable to the Vendor for any loss, damage, injury, costs, claims or expenses whatsoever and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise):-

11.4.1 from any cause beyond the reasonable control of ICE Data including, without limiting the generality of the foregoing, Force Majeure, any mechanical or electrical or telephone breakdown or derangement or power failure or malfunction of any computer and/or data transmission or receiving apparatus and/or auxiliary equipment; and/or

11.4.2 from claims that the Pricing Data contained errors or defects or that the supply of the Pricing Data was interrupted; and/or

11.4.3 from any acts or omissions whether in whole or in part by any person not being ICE Data or a servant or authorised agent or representative of ICE Data; and/or

11.4.4 until the full extent of the loss, damage etc has become established.

11.5 Save as set out in Clause 11.6, ICE Data shall not be liable for any special, indirect or consequential loss or damage of whatsoever nature and howsoever arising (whether for negligence, breach of contract, misrepresentation or otherwise), including without limitation loss of profits, loss of anticipated savings, loss of business or loss of goodwill.

11.6 Nothing in this Agreement excludes or limits either Party's liability for its own fraud or for death or personal injury caused by its negligence.

11.7 Except to the extent expressly otherwise stated in this Agreement, all conditions, warranties and representations implied by statute common law or otherwise (including, without limitation, warranties relating to fitness for purpose) in relation to this Agreement are hereby excluded.

11.8 The Vendor shall indemnify and keep indemnified ICE Data and its Affiliates against all costs, including legal costs, expenses, damages, loss and liability incurred or suffered by ICE Data or any of those Affiliates by reason of any claim or claims of whatsoever nature, and whether or not based in whole or in part on the negligence or fault of ICE Data, its employees or agents, which is or may be brought or made by any third party in connection, whether directly or indirectly, to the supply of Pricing Data by ICE Data to the Vendor or the Vendor's onward supply thereof. ICE Data shall, upon being notified of such a claim: (i) consult with the Vendor concerning such claim; and (ii) where appropriate and reasonable, take all reasonable steps at the Vendor's cost and expense to assist the Vendor's defence of such a claim.

11.9 Benchmark Pricing Data and Controlled Benchmark Pricing Data may be derived from data provided to ICE Benchmark Administration by third-party data providers, including those who operate trading venues for trading in products whose prices are relevant to calculating the Benchmark Pricing Data and Controlled Benchmark Pricing Data. The Vendor acknowledges that third-party data providers provide said data on an “as is” basis and that the third-party data providers disclaim all liability for any loss or damage whatsoever incurred by the Vendor arising out of or in connection with its use of the Benchmark Pricing Data/Controlled Benchmark Pricing Data.

12. INTELLECTUAL PROPERTY

This Agreement does not grant any rights in respect of any copyright, confidential information or any other intellectual property right whatsoever in or in respect of Pricing Data other than a licence to use, process and disseminate Pricing Data solely in accordance with the terms of this Agreement.

13. AGREEMENT PERSONAL TO THE VENDOR

13.1 This Agreement is personal to the Parties who shall not, without the prior written consent of the other Party, transfer, assign, sub-license, charge or deal in any other manner with this Agreement or its rights hereunder or any part thereof, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement. This prohibition is without prejudice to the Vendor's right to make Pricing Data available to Authorised Vendors and Subscribers in accordance with this Agreement (and in particular, without limitation, the Pricing Data Policy).

14. TERM OF THE AGREEMENT

14.1 This Agreement shall take effect upon the date set out above and shall continue until terminated:

14.1.1 by either Party upon not less than 90 calendar days written notice to the other Party; or

14.1.2 by the Vendor upon not less than 50 calendar days written notice to ICE Data, if ICE Data has changed the Pricing Data Policy pursuant to Clause 2.8 or the rates in Schedule 2 pursuant to Clause 6.3 and the Vendor is not satisfied with those changes; provided that the Vendor shall be required to exercise its rights under this Clause within 15 calendar days after each such change or forfeit the right in respect of the change in question; or

14.1.3 by either Party upon written notice to the other with immediate effect if the other Party is in material breach of any of the terms hereof and, if such breach is remediable, that Party fails to remedy the same within 30 calendar days of that Party being notified in writing of such breach; or

14.1.4 by ICE Data upon written notice to the Vendor with immediate effect should ICE Data consider that any unreasonable delay, interruption or distortion in the re-supply by the Vendor, however made, of Pricing Data or any other action or inaction by the Vendor is causing or is likely to cause damage to ICE Data's, ICE's, an ICE Exchange Entity's or any Exchange's reputation, and the Vendor fails to remedy the same within one month of receiving written notice specifying the matter(s) complained of (provided that ICE Data will not be required to provide a remedy in relation to any repeated occurrence of such matter); or

14.1.5 by either Party upon written notice to the other with immediate effect in the event that the other Party makes any arrangement or composition with its creditors or a bankruptcy petition is presented or if a receiving order is made against it or being a company an order is made or a resolution is passed for the winding up of the other Party or the other Party has a receiver, administrator or administrative receiver appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up, liquidation or administration order or if the other party takes or suffers any similar or analogous action in consequence of debt in any part of the world other than for its solvent reorganisation; or

14.1.6 by ICE Data upon written notice with immediate effect in the event that any invoice issued to the Vendor pursuant to Clause 6 is not paid within 15 calendar days after the due date for payment.

14.2 Within 30 calendar days following any termination of this Agreement ICE Data shall invoice the Vendor in respect of any outstanding Charges and any interest which may be payable thereon, which invoice shall be paid by the Vendor in accordance with Clause 6.

14.3 Any termination of this Agreement under Clause 14.1 shall be without prejudice to the accrued rights of either Party hereunder or to any other rights to which either Party may be entitled.

14.4 Immediately following any termination of this Agreement the Vendor shall cease using, processing or disseminating Pricing Data in any way which is otherwise permitted under the terms of this Agreement and shall procure that any Authorised Vendor or Subscriber ceases using, processing or disseminating Pricing Data, also immediately following such termination. In the event the Pricing Data is requested by a client to assist with a dispute, following termination of the Agreement, the Vendor shall seek written consent from ICE Data prior to data being supplied.

15. ASSISTANCE

The Vendor will immediately bring to the notice of ICE Data any improper or wrongful use of Pricing Data, including the provision of Pricing Data to any person, persons, organisation or company that is redistributing Pricing Data without a license from ICE Data, that it becomes aware of and the Vendor will assist on being so requested by ICE Data in taking all reasonable steps to defend the rights of ICE Data including the institution at ICE Data's cost of any actions which it may deem necessary for the protection of its rights in such data.

16. NOTICES

All notices or communications to be given under this Agreement shall be in writing in English and shall be deemed given five days after having been sent by registered or certified mail, return receipt requested, or, by courier, to the Parties at their respective addresses first set

forth above, or at such other address, including email addresses, as either Party may from time to time designate by written notice to the other. Any notice sent by email shall be deemed delivered on the day of sending in the absence of any error message in relation to it being received by the sender or, if that is not a Business Day, on the next Business Day thereafter.

17. CONFIDENTIALITY

Both Parties agree and undertake that during the term of this Agreement and thereafter they will keep confidential and, save as expressly provided in this Agreement, shall not without the prior written consent of the other Party disclose to any third party any and all information of the other Party which is of a confidential nature and which has been disclosed by one Party to the other during the course of their relationship as regulated by the terms of this Agreement. In particular, the Vendor shall not make any of the Pricing Data available to any persons, firms, companies or any other organisations who are not Authorised Vendors or Subscribers and shall ensure that all Authorised Vendors or Subscribers undertake obligations of confidentiality in respect of the Pricing Data which are at least as onerous as the provisions of this Clause. **PROVIDED THAT** the provisions of this Clause shall not apply to any information which:

17.1.1 is published or comes into the public domain other than by a breach of this Agreement; or

17.1.2 can be shown to have been in the possession of a Party prior to the commencement of the negotiations leading to this Agreement with no obligation to keep the same in confidence; or

17.1.3 is lawfully obtained from a third party with no obligation to keep the same in confidence; or

17.1.4 is ordered or requested by a court, governmental or regulatory authority or tribunal of competent jurisdiction to be disclosed; or

17.1.5 is disclosed to a Party's Affiliates, or to its professional advisers on a need-to-know basis, and in each case under obligations of confidentiality at least as onerous as those set out in this Agreement.

17.2 **Personal Information**. The party receiving confidential information (the "Receiving Party") acknowledges that the party disclosing confidential information (the "Disclosing Party") may be subject to internal policies, laws and regulations that govern and restrict the collection, storage, processing, disclosure or use of any information that identifies or can be used to identify, contact or precisely locate the person or legal entity to whom such information pertains or from which identification or contact information of an individual person or legal entity can be derived ("Personal Information"), including, but not limited to, any Personal Information relating to the Disclosing Party, Disclosing Party's Affiliates and each of their respective customers, suppliers and personnel. ICE Data's Privacy Policy is located here: https://www.intercontinentalexchange.com/privacy-policy. Where the Vendor is incorporated in any member state of the European Union or Singapore, Vendor acknowledges and agrees that certain additional terms and conditions set out in ICE Data's Privacy Policy and other documents ("Additional Terms") in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information are applicable to this Agreement and shall be incorporated into and form part of the Agreement and, in the event of conflict with any other terms of the Agreement, shall prevail over such terms.

18. CHOICE OF LAW AND CONSTRUCTION OF AGREEMENT

18.1 This Agreement shall be governed by and construed in accordance with English law, and shall be subject to the jurisdiction of the English Courts to which both Parties hereby submit,

provided that this shall not prevent ICE Data submitting any request or application for the enforcement of any judgment or order to the courts of any other jurisdiction in which the Vendor is resident or has assets.

18.2 If any provision of this Agreement (or any part of any provision) is found by any Court or other Governmental Authority to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

19. SUBSIDIARIES

19.1 Subject to the prior written approval of ICE Data, Subsidiaries of the Vendor, as recorded in Schedule 3 hereto, will be permitted to receive and distribute Pricing Data in accordance with the Vendor's rights under the terms of this Agreement provided that:

19.1.1 each such Subsidiary is made aware of the terms of this Agreement, and that all relevant rights and obligations are reflected in the Vendor's contractual relationship with such Subsidiaries as if they were Parties to this Agreement, such that the Subsidiaries agree to comply with all relevant terms and obligations to which the Vendor is subject under this Agreement;

19.1.2 the Vendor shall remain responsible for all acts, omissions and neglects of the Subsidiaries as if they were their own acts, omissions and neglects; and

19.1.3 the Vendor shall indemnify and keep indemnified ICE Data against all costs, including legal costs, expenses, damages, loss and liabilities incurred or suffered by ICE Data arising out of or in connection with a Subsidiary's use of the Pricing Data as authorised by the Vendor.

20. MISCELLANEOUS

20.1 This Agreement, together with its Schedules constitutes the whole agreement between the Parties with respect to its subject matter and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. The Vendor warrants to ICE Data that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of ICE Data or any other person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement. The Vendor agrees and undertakes to ICE Data that its only rights and remedies available arising out of or in connection with this Agreement or its subject matter shall be solely for breach of contract, in accordance with the provisions of this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud, death or personal injury or for any other liability which by law cannot be excluded.

20.2 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

20.3 Any waiver of any right or consent under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party, and applies only in the circumstances for which it is given and shall not prevent the Party who is giving it from subsequently relying on the relevant provision. No delay in exercising or failure to exercise any right under this Agreement shall operate as a waiver. No single or partial exercise of any right under this Agreement shall prevent any further exercise of the same or any other right under this Agreement.

20.4 Interest shall be charged to the Vendor on any unpaid but due amount from the date on which the amount becomes due and payable until the date of payment at 1.5% above the rate per month which is the cost (without proof or evidence of any actual cost) to ICE Data if it were to fund or itself funded the relevant amount, compounded daily.

DRAFT

20.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent or principal of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

20.6 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing in law or in equity or by statute or otherwise.

20.7 Save as otherwise provided herein, ICE Data shall be permitted to amend, vary or modify any of the terms of this Agreement by giving 120 days written notice to the Vendor.

20.8 Each Party, in the exercise of its rights and fulfillment of its obligations under this Agreement, shall act in accordance with all applicable laws and regulations. In particular, the Vendor shall ensure that on each occasion that the Vendor supplies any information concerning other Authorised Vendors or Subscribers, which information is or may be subject to the Data Protection Act 1998, the Vendor has taken all necessary steps to comply with the Vendor's statutory obligations in relation thereto.

20.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of the counterparts together shall constitute the same document.

DRAFT

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first above written.

Signed by Vendor	**as witnessed by**
Signature:	Signature:
Name: _____	Name: _____
Title: _____	Title: _____

Signed by ICE Data	**as witnessed by**
Signature:	Signature:
Name: _____	Name: _____
Title: _____	Title: _____

DRAFT

SCHEDULE 1 – PART A EXCHANGES

The Vendor hereby confirms that it wishes to license the following ICE Futures Exchanges pursuant to this Agreement:

EXCHANGE	FREQUENCY
ICE Endex	☐ Real Time Pricing Data ☐ Delayed Pricing Data
ICE Futures Canada	☐ Real Time Pricing Data ☐ Delayed Pricing Data
ICE Futures Europe - Commodities	☐ Real Time Pricing Data ☐ Delayed Pricing Data
ICE Futures Europe – Financials	☐ Real Time Pricing Data ☐ Delayed Pricing Data
ICE Futures Singapore	☐ Real Time Pricing Data ☐ Delayed Pricing Data
ICE Futures U.S.	☐ Real Time Pricing Data ☐ Delayed Pricing Data

Source for receiving Exchange Pricing Data:

☐ Direct from ICE API

☐ Other, please specify

……

……

This schedule is only valid if signed and dated by ICE Data

Name: …….

Signed: ……..

Date: ……

DRAFT

SCHEDULE 1 – PART B BENCHMARKS

The Vendor hereby confirms that it wishes to license the following benchmark products pursuant to this Agreement:

Benchmark Products

PRODUCT	FREQUENCY	DELAY PERIOD
ICE LIBOR	☐ Real Time Benchmark Pricing Data	No delay
	☐ Intraday Benchmark Pricing Data	4 hours
	☐ Delayed Benchmark Pricing Data	24 hours
LBMA Gold Price	☐ Real Time Benchmark Pricing Data	No delay
	☐ Intraday Benchmark Pricing Data	4 hours
	☐ Delayed Benchmark Pricing Data	Midnight*
LBMA Silver Price	☐ Real Time Benchmark Pricing Data	No delay
	☐ Intraday Benchmark Pricing Data	4 hours
	☐ Delayed Benchmark Pricing Data	Midnight*

*Midnight London Time (GMT or BST depending on time of year)

Source for receiving Benchmark Pricing Data/Controlled Benchmark Pricing Data:

☐ Direct from ICE API (LBMA Precious Metals only)

☐ Direct from IBA (MFT service)

☐ Other, please specify

……

……

This schedule is only valid if signed and dated by ICE Data

Name: ……

Signed: …….. Date: ……

DRAFT

SCHEDULE 1 – PART B BENCHMARKS CONT

Controlled Benchmark Products

PRODUCT	FREQUENCY	DELAY PERIOD
ICE Swap Rate	☐ Real Time Controlled Benchmark Pricing Data	No delay
	☐ Intraday Controlled Benchmark Pricing Data	4 hours
	☐ Delayed Benchmark Pricing Data	24 hours
ISDA SIMM Risk Data	☐ Real Time Controlled Benchmark Pricing Data	No delay
	No Intraday for this product	N/A
	No Delayed for this product	N/A

Source for receiving Benchmark Pricing Data/Controlled Benchmark Pricing Data:

☐ Direct from ICE API (LBMA Precious Metals only)

☐ Direct from IBA (MFT service)

☐ Other, please specify

……

……

This schedule is only valid if signed and dated by ICE Data

Name: …….

Signed: …….. Date: …….

DRAFT

SCHEDULE 2 - CHARGES

The following Charges (exclusive of Tax) are payable in accordance with the terms of the Agreement:

1. **ANNUAL LICENCE FEE**

A non-refundable Annual Licence Fee shall be payable by the Vendor in respect of the provision of any Pricing Data under the terms of this Agreement. The Licence Fee varies depending on the Package(s) that the Vendor is authorised to redistribute. The annual license fees are payable annually in advance within 30 days of the date of each invoice, the annual fees are payable in January, the first annual payment, if not commencing in January, is payable on a pro-rata basis.

2. **REAL TIME PRICING DATA, REAL TIME BENCHMARK PRICING DATA AND REALTIME CONTROLLED PRICING DATA**

Real Time Pricing Data, Real Time Benchmark Pricing Data and Real Time Controlled Benchmark Pricing Data shall attract a Charge for each Unit of Count of either the terminal, handheld or wallboard fee as determined in accordance with the table below. The handheld fee is applicable to all Handheld Devices, and the wallboard fee to all Wallboard Devices, the terminal fee is applicable to all other devices, including but not limited to: Display Devices, Unique User ID's, Algo-Boxes and Slave Devices, in addition to terminal fees for declared subscribers datafeeds will incur an independent fee as per the table below for ICE Futures Exchanges, ICE Benchmark Administration products (including ICE LIBOR, ICE Swap Rate, LBMA Precious Metals and ISDA SIMM) will not incur a separate datafeed charge.

In the case where a Handheld Device is provided by a single Vendor to a customer in addition to a Display Device, providing that there is only one Unique User ID which does not allow simultaneous access, only a Charge for the Display Device is payable by the Vendor. For the avoidance of doubt, in any case where a Handheld Device is the only device provided to a Subscriber, it is subject to Charge as a Handheld Device. ICE Data do not permit Vendors to carry out any other form of netting, each Subscriber is charged per Access, device, Unique User ID or similar.

3. **INTRADAY BENCHMARK PRICING DATA, INTRADAY BENCHMARK PRICING DATA, DELAYED PRICING, DELAYED BENCHMARK PRICING DATA AND DELAYED CONTROLLED BENCHMARK PRICING DATA**

Intraday Benchmark Pricing Data, Delayed Pricing Data, Delayed Benchmark Pricing Data and Delayed Controlled Benchmark Pricing Data shall attract a Charge for each Unit of Count of $0.

4. **DIRECT CONNECT**

4.1 The Vendor shall pay to ICE Data the non-refundable direct connect monthly service fee in respect of the provision of any Pricing Data in accordance with the table below.

4.2 The Vendor shall pay to ICE Data the non-refundable priceserver fee for all production ID's in respect of the provision of any Pricing Data in accordance with the table below.

4.3 The Vendor will be responsible for all communication and hardware fees, which shall be advised dependent upon the Vendor's election in respect of connection.

5. **PUBLIC DISPLAY AGREEMENT**

Any Subscriber using Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data in accordance with the Public Display Agreement, as outlined in schedule 9, for use on a public website, electronic or printed report or television network must execute the Public Display Agreement and pay the fee that is detailed in that agreement.

Any Vendor using Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data for use on a public website, electronic or printed report or television network, which is in the full control and ownership of the Vendor must display such data in accordance with the provisions of Schedule 9.

6. MISSING DOCUMENTATION PAYMENT

If the Vendor fails to obtain a Datafeed Access Declaration as detailed in Clause 4.6, or an ICE Subscriber Agreement as detailed in Clause 3.2 a missing documentation payment of $30.00 shall be payable by the vendor for each missing Datafeed Access Declaration or ICE Subscriber Agreement. Additionally, for missing or incomplete Datafeed Access Declarations, the Vendor shall pay Real Time Pricing Data fees for the total number of Accesses potentially capable of Accessing real time data during the Charge Period.

7. DELINQUENT REPORT FEE

If the Vendor fails to meet its reporting obligations to ICE Data, a delinquent report fee of $5,000 will be charged for each late report for each ICE Exchange or each Benchmark Product. If the report is delinquent for two consecutive months, ICE Data reserves the right to terminate the Agreement under the terms of the Agreement with immediate effect.

DRAFT

Real-time Content Packages, Exchange and License Fee Information - ICE Futures

Prices Effective 1 January 2018

Content		Subscriber Fees (USD) unless stated	Annual License (USD) unless stated	Direct Connect
		-		
Package 2018-1	**ICE Futures U.S.**			
US Agriculture World Cotton US Grains US Dollar Index MSCI Indices Precious Metals Gulf Coast LNG (Platts) [1]	Russell 1000 Mini Russell 1000 Mini Growth Russell 1000 Mini Value Russell 2000 Mini Russell 2000 Mini Growth Russell 2000 Mini Value All Currency Pairs	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 25,000	**Direct Connect Monthly Service Fee: USD 2,000** The direct connect monthly service fee is charged only for the first content set taken from an ICE supplied feed. Subsequent content additions will not affect this charge. **PriceServer ID: USD 75**
Package 2018-1B	**ICE Futures U.S. - LNG**			
Gulf Coast LNG (Platts) [1] [1]Added as part of ICE Futures U.S. as well as an optional fee waived package		No end user fees in 2018	Requires license of ICE Futures U.S. (above)	Direct connect Vendors will be charged a monthly fee for each PriceServer Id with access to Production. The fee is applied per id per system.
Package 2018-2	**ICE Futures Europe - Commodities**			
Brent WTI Middle East Sour ASCI Gas Oil / Gas Oil LS Heating Oil NYH (RBOB) Gasoline UK Nat Gas UK Power Peak / Base EUA EUAA CER ERU	Coal South China CFR Coal Richards Bay Coal Rotterdam Coal gC Newcastle Coal Powder River Basin Coal CSX Coal Central App Coal Indo Sub-Bit London Softs incl: Cocoa Coffee Feed Wheat White Sugar Containerised Sugar	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 25,000	
Package 2018-3	**ICE Futures Europe - Financials**			
STIRS FTSE 100 London Stock Options Bond Derivatives Euribor Short Sterling Euroswiss Long Gilt Medium Gilt Short Gilt	Swapnote® USFs - London GCF Indices Eurodollar London softs incl: Cocoa Coffee Feed Wheat White Sugar	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 25,000	

DRAFT

Real-time Content Packages, Exchange and License Fee Information - ICE Futures cont.

Prices Effective 1 January 2018

Content		Subscriber Fees (USD) unless stated	Annual License (USD) unless stated	Direct Connect
-				
Package 2018-4	**ICE Futures Canada**			As above
Barley Canola Durum Wheat Milling Wheat		Datafeed: 210.00 Terminal: 35.00 Handheld: 35.00 Wallboard: 50.00	Real Time & Delayed 5,000	
Package 2018-5	**ICE Endex**			
German GASPOOL German NCG Dutch TTF Nat Gas Belgian Power Dutch Power German Power	ZTP Futures Italian Power	Datafeed: 660.00 Terminal: 110.00 Handheld: 110.00 Wallboard: 500.00	Real Time & Delayed 10,000	
Package 2018-6	**ICE Singapore**			
Mini Brent Mini Gas Oil One-Kilo Gold US Dollar Index Mini	Mini Onshore Renminbi Mini Offshore Renminbi Rupiah/US Dollar Ringgit/US Dollar US Dollar/Sgp Dollar	Datafeed: 0 Terminal: 0 Handheld: 0 Wallboard: 0	Real Time & Delayed 0	

DRAFT

Real-time Content Packages, Exchange and License Fee Information - ICE Benchmarks

Prices Effective 1 January 2018

Package 2018-7	ICE LIBOR	
USD GBP EUR JPY CHF	Terminal: 10.00** Handheld: 10.00** Wallboard: 10.00**	Real Time 75,000 Intraday 50,000 Delayed 10,000
Package 2018-8	**ICE Swap Rate**	
USD Rates USD Spreads EUR Euribor GBP	Terminal: 5.00 Handheld: 5.00 Wallboard: 5.00	Real Time 50,000 Intraday 50,000 Delayed 10,000
Package 2018-9A	**LBMA Gold Price**	
USD GBP, EUR, AUD, CAD, CHF, CNH, CNY, INR, JPY, MYR, RUB, SGD, THB, TRY, TWD, ZAR	Terminal: 25.00 Handheld: 25.00 Wallboard: 25.00	Real Time $20,000 Intraday $15,000 Delayed $5,000
Package 2018-9B	**LBMA Silver Price**	
USD GBP, EUR, AUD, CAD, CHF, CNH, CNY, INR, JPY, MYR, RUB, SGD, THB, TRY, TWD, ZAR	Terminal: 20.00 Handheld: 20.00 Wallboard: 20.00	Real Time $20,000 Intraday $15,000 Delayed $5,000
Package 2018-10	**ISDA SIMM risk data**	
Equity Credit Qualifying Credit Non-Qualifying	Terminal: 0 Handheld: 0 Wallboard: 0	Real Time, Delayed & Historical $25,000

There is no Direct Connect Fee for Benchmark Pricing Data rate information if connecting via MFT; access to LBMA Precious Metals via the ICE Multicast feed will have the same fees as the ICE Futures Exchanges stated above.

**Subscriber Fees will be waived for panel banks and affiliates, a full list of waived entities is available from ICE Benchmark Administration

2018 Version Updates

a. New 2018 Fees announced – 26/09/2017

DRAFT

SCHEDULE 3 - SUBSIDIARIES

DATE FILED: _____
VENDOR NAME:_____
Please provide complete name and address (use additional sheets if necessary);

1.) Name: _____
Address: _____
_____
_____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

2.) Name: _____
Address: _____
_____
_____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

3.) Name: _____
Address: _____
_____
_____

Corporate Relationship: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____

DRAFT

This schedule is only valid if signed and dated by ICE Data

Name: …….

Signed: …….. Date: ……

SCHEDULE 4 - PRICING DATA POLICY

Set out below is the policy which Authorised Vendors must abide by when receiving and distributing Pricing Data under the terms of the Agreement. This policy is current at the date on which the Agreement was signed on behalf of ICE Data, ICE Data will provide any revised Pricing Data Policy that it issues from time to time.

The Vendor must ensure that any third party Subscriber of Pricing Data shall be made aware of the Pricing Data Policy and ensure that each Subscriber abides by its terms in its use of the Pricing Data.

1. VENDOR DISTRIBUTION OF REAL TIME PRICING DATA

1.1 Real Time Pricing Data: Prior to distributing, or permitting to be distributed, Real Time Pricing Data to any Subscriber, the Vendor shall:

1.1.1 procure that the Subscriber shall sign an ICE Subscriber Agreement (or such other Subscriber Addendum as has received the prior written authorisation of ICE Data and that incorporates all the terms and conditions of the ICE Subscriber Agreement) with ICE Data;

1.1.2 maintain the completed ICE Subscriber Agreement on file at the Vendor's premises to be presented to ICE Data upon request. Any ICE Subscriber Agreement that is not provided to ICE Data within 30 business days of initial written request from ICE Data will be deemed missing

2. VENDOR DISTRIBUTION OF PRICING DATA BY MEANS OF A DATAFEED TO OTHER SUB VENDORS

The Vendor may distribute Pricing Data by means of a Datafeed Environment only to other Sub Vendors in accordance with Schedule 2.

Prior to distributing, or permitting to be distributed, Pricing Data via a Datafeed Environment to any Sub Vendor, the Vendor shall:

2.1.2 procure that the Sub Vendor shall enter into a Vendor Agreement with ICE Data; and

2.1.3 receive written confirmation from ICE Data that ICE Data has entered into a Vendor Agreement with the Sub Vendor and that ICE Data consents to the Vendor distributing, or permitting to be distributed, Pricing Data via a Datafeed Environment to such Sub Vendor.

Report the Datafeed Environment to ICE via VARS or other previously approved reporting method using the appropriate Vendor reporting code.

3. VENDOR DISTRIBUTION OF REAL TIME PRICING DATA BY MEANS OF A DATAFEED TO A SUBSCRIBER THAT INTENDS TO USE THE DATA FOR INTRA COMPANY DISTRIBUTION ONLY

Prior to distributing, or permitting to be distributed, Real Time Pricing Data via a Datafeed Environment to any Subscriber that intends to use the data for intra company distribution only, the Vendor shall:

3.1 procure that the Subscriber shall sign an ICE Subscriber Agreement (or such other Subscriber Addendum as has received the prior written authorisation of ICE Data and that incorporates all the terms and conditions of the ICE Subscriber Agreement) with

ICE Data and maintain the original executed ICE Subscriber Agreement at Vendor's premises to be provided to ICE Data upon request; and

3.2 report the Datafeed Environment to ICE via VARS or other previously approved electronic reporting method using the appropriate product code for real time datafeed – internal distribution.

4. VENDOR DISTRIBUTION OF PRICING DATA TO A SUBSCRIBER OR SUB VENDOR

4.1 The Vendor may not distribute **Real Time Pricing Data** by means of a Closed Feed to Sub Vendors and Subscribers in accordance with this Agreement without having the Subscriber complete an ICE Subscriber Agreement (or such other Subscriber Addendum as has received prior written authorisation of ICE Data and that incorporates all the terms and conditions of the ICE Subscriber Agreement) with ICE Data.

4.2 Pricing Data which is provided by the Vendor to a Sub Vendor or Subscriber must always be appropriately identified by way of prefix or similar, clearly identifying the Pricing Data provided as being related to a particular Traded Contract or Benchmark Product as appropriate, and being supplied by the relevant Exchange;

4.3 Real Time Pricing Data, Real Time Benchmark Pricing Data or Real Time Controlled Benchmark Pricing Data which is provided by the Vendor to a Sub Vendor or Subscriber must always be appropriately identified as "Real Time";

4.4 Intraday Benchmark Pricing Data, Intraday Controlled Benchmark Pricing Data, Delayed Pricing Data, Delayed Benchmark Pricing Data or Delayed Controlled Benchmark Pricing Data which is provided by the Vendor to a Sub Vendor or Subscriber must always be appropriately identified as "Delayed";

4.5 The Vendor shall ensure that contractual documentation which it has in place with a Sub Vendor or Subscriber shall prohibit onward distribution of Pricing Data by the relevant Sub Vendor or Subscriber;

4.6 The provision of Pricing Data by the Vendor to a Sub Vendor or Subscriber via a Secured Web Display is permitted on the understanding that Sub Vendor or Subscriber receiving Pricing Data only does so by way of secure, password protected log on (or similar) to the relevant Secured Web Display regulating the relevant Access.

4.7 Provision of Pricing Data via a Secured Web Display shall attract a Charge for each password protected log on as if each password protected log on was a Unique User ID in accordance with the terms of the Agreement.

4.8 The relevant Sub Vendor or Subscriber shall be solely responsible for security of any password protected login (or similar) allocated to it and shall be liable for the results of all use, whether authorised or not, of such password protected log on (or similar).

5. VENDOR DISTRIBUTION OF BENCHMARK PRICING DATA OR CONTROLLED BENCHMARK PRICING DATA TO A SUBSCRIBER OR SUB VENDOR

5.1 Prior to distributing, or permitting to be distributed, Benchmark Pricing Data or Controlled Benchmark Pricing Data to any Subscriber, the Vendor shall ensure that the Subscriber is aware of additional licencing requirements for certain uses of Benchmark Pricing Data and Controlled Benchmark Pricing Data.

5.2 Prior to distributing, or permitting to be distributed, Real Time Controlled Benchmark Pricing Data or Intraday Controlled Benchmark Pricing Data to any Subscriber, the Vendor shall ensure that the Subscriber has been approved at a firm level by ICE Benchmark Administration.

DRAFT

SCHEDULE 5 - ADDRESSES FOR NOTICES

Any notice to be served on ICE Data shall be sent to:

CONTRACT DEPARTMENT
ICE Data LLP
Milton Gate
60 Chiswell Street
London EC1Y 4SA
UK

Email: gv_commercial@theice.com;

Any notice to be served on the Vendor shall be sent to:

Name: _____

Address: _____

City: _____

State or Province: _____

Country: _____

Zip Code: _____

Email: _____

DRAFT

SCHEDULE 6 - REPORTING REQUIREMENTS

All reports must be submitted to ICE Data LLP via VARS (Vendor Automated Reporting System). Following are the general reporting guidelines:

MONTHLY REPORTING REQUIREMENTS:

The Vendor must provide the following report, on or before the 20th day of each calendar month following the month to which the report pertains:

1. Monthly Subscriber Activity Report All Closed Feeds, Datafeed Environments, Display Devices, Handheld Devices, non-display devices, Unique User ID's, Algo-Boxes, Slave Devices, Wallboards, Trial Subscribers and backup disaster recover sites ("Units of Count") that were authorized or allowed to access Pricing Data at any time during the reported month must be included in the activity report. The monthly Subscriber activity report must contain the following information:

Sub Vendor Information:
Sub Vendor Name
Reporting period covered
The number of in-house (non-subscriber) Display Devices that were authorized or allowed to access Pricing Data at any time during the reporting period.

Subscriber Information;
Subscriber full name, full street address of each Subscriber Location and Subscriber customer number.

The type of Pricing Data accessed by each Subscriber (real-time, derived, etc) per Display Device per Subscriber Location.

The type of Display Device per Subscriber per Location (Dedicated Display Device, Controlled Datafeed/Network Environment Display Device, Open Datafeed/Network Environment Display Device, Internet Display Device, Handheld Display Device, Charges waived Display Device, etc.).

The full name and address of each Subscriber Location that changed during the current reporting month.

The beginning location total, additions (including effective date), deletions (including effective date), and ending total for each Subscriber Location.

The beginning Unit of Count total, additions (including effective date), deletions (including effective date), and ending total for each type of Unit of Count in each environment at each Subscriber Location.

For Intraday Benchmark Pricing Data and Intraday Controlled Benchmark Pricing Data, vendors have the option to report a single account per company, that is, the vendor can use a single Subscriber to report a count of 1 at each client site (we do not require each Subscriber name).

2. Datafeed Access Declaration (DAD)

The Vendor is obligated to obtain from any Subscriber Accessing Pricing Data in a Subscriber controlled Datafeed Environment, a monthly report detailing the use of ICE Data's Pricing Data in such environment. Each DAD must enumerate all Units of Count that were authorized, allowed, or technically able to access Pricing Data at any time during the reporting period. The report must be maintained by the Subscriber in a form approved by ICE Data in writing.

VENDOR REPORTING CONTACT:	**VENDOR BILLING CONTACT:**
NAME: _____	_____
Tel: _____	_____
Email: _____	_____

DRAFT

SCHEDULE 7 – DATAFEED ACCESS DECLARATION

*Sample Report Form – A Vendor may use its own form provided that it includes all of the information contained below

Vendor Providing the Datafeed:_____

Subscriber Name:_____

Location Address covered on this report: _____
(All locations with Access to ICE Pricing Data must be reported, for additional locations complete separate declaration form)

This Declaration Form covers the period of 1 month:_____

<u>This Declaration Form covers data in relation to the following Exchanges:</u>

☐ ICE Endex
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Futures Canada
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Futures Europe - Commodities
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Futures Europe - Financials
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Futures Singapore
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Futures US
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE LIBOR
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ ICE Swap Rate
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ LBMA Gold Price
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

☐ LBMA Silver Price
# of Algo:____ # of DF Accesses:____ # of Terminal*:_____ # of Handheld:____ # of Wallboard:____

*The terminal fee is applicable to all devices, including but not limited to: Display Devices, non-display devices, Unique User ID's, Algo-Boxes and Slave Devices, but not Wallboards or Handheld Devices.

This Declaration Form confirms that the Subscriber named above is using the Pricing Data for internal purposes only and that the Subscriber will seek permission from ICE Data prior to using any Pricing Data outside of the Subscriber's internal network.

<u>The section below must be signed by an officer of the Subscriber</u>

DRAFT

By completing and signing this form, I confirm that:

a) I am authorized by the Subscriber named above to confirm the information contained within this form
b) The number of declared Accesses listed above is correct and that all are being Accessed at the location(s) listed above
c) The data is not being redistributed to and/or accessed by any third party individual/company outside of the client/company named above.

Confirmed by: _____ Print Name

_____ Sign Here

_____ Signer's Title

_____ Today's Date

DRAFT

Schedule 8 – ICE SUBSCRIBER AGREEMENT

see attachment

SCHEDULE 9 – VENDOR PUBLIC DISPLAY POLICY

Set out below is the policy which the Vendor must abide by when receiving and displaying Delayed Pricing Data, Delayed Benchmark Pricing Data or Delayed Controlled Benchmark Pricing Data on the Vendor's website under the terms of this Agreement. This policy is current at the date on which this Agreement was signed on behalf of ICE Data. Please consult ICE Data to obtain the most up to date version of the VENDOR PUBLIC DISPLAY POLICY*.*

Vendor Public Display Policy:

The following provisions shall apply in relation to any display by the Vendor of Delayed Pricing Data, Delayed Benchmark Pricing Data or Delayed Controlled Benchmark Pricing Data on the Vendor's website ("Website"):

1 Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data may be displayed by the Vendor, on the vendors website, (“a Web Display”);

2 Display of Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data on a Web Display by the Vendor shall offer the same marketing or promotional materials as other data displayed for other exchanges or data providers;

3 In the event that Vendor becomes aware of Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data being obtained from its Web Display, and redistributed, the Vendor shall immediately inform ICE Data and further terminate the access of the third party redistributing the Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data;

4 A Web Display may contain Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data in a tabular form so long as the Web Display does not contain Delayed Pricing Data, Delayed Benchmark Pricing Data or Delayed Controlled Benchmark Pricing Data beyond the current or previous Business Day; a week on week comparison; or month on month comparison. For the avoidance of doubt no Tick Data may be displayed on a Web Display;

5 A Web Display may graphically represent Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data in a chart or similar, but the chart or similar must be “locked” and not capable of any manipulation which might result in the underlying Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data within the source code which went to the creation of the chart or similar being obtainable. An interactive chart may be contained within a Web Display which reveals individual data points in a graphical display, but access to the full pricing history of a particular Traded Contract must not be permitted. For the avoidance of doubt, Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data may not be provided contained within source code ***;***

6 The form of all charts and tables which the Vendor proposes to include within a Web Display must be pre-approved by ICE Data, and listed in Schedule 11;

7 No real-time data may be displayed under this Agreement;

8 All Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data displayed in graphical form or otherwise on a Web Display must appropriately reference the ICE Futures contract to which such data relates, and that it is being supplied by ICE Data/Futures;

9 A Web Display must contain a condition of access which prohibits the copying, dissemination or use of Delayed Benchmark Pricing Data, Delayed Controlled Benchmark Pricing Data or Delayed Pricing Data without the express written permission of ICE Data/Futures.

10 The following disclaimer will be inserted for all sites displaying Delayed Benchmark Pricing Data or Delayed Controlled Benchmark Pricing Data (for avoidance of doubt we do not permit ISDA SIMM data to be displayed publically):

For ICE LIBOR -

“ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ICE LIBOR AND/OR THE FIGURE AT WHICH ICE LIBOR STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF ANY USE OF ICE LIBOR.”

For ICE Swap Rate -
"ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ICE SWAP RATE AND/OR THE FIGURE AT WHICH ICE SWAP RATE STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF ANY USE OF ICE SWAP RATE."

For LBMA Precious Metals -
"ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE LBMA GOLD PRICE AND/OR THE FIGURE AT WHICH THE LBMA GOLD PRICE STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. ICE BENCHMARK ADMINISTRATION MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USE WITH RESPECT OF ANY USE OF LBMA GOLD PRICE."

"ICE BENCHMARK ADMINISTRATION LIMITED MAKES NO WARRANTY, EXPRESS OR IMPLIED, EITHER AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE LBMA SILVER PRICE AND/OR THE FIGURE AT WHICH THE LBMA SILVER PRICE STANDS AT ANY PARTICULAR TIME ON ANY PARTICULAR DAY OR OTHERWISE. ICE BENCHMARK ADMINISTRATION MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USE WITH RESPECT OF ANY USE OF LBMA SILVER PRICE."

This policy applies to the Vendors own websites, sites hosted by the Vendor on behalf of a Vendor's client, or data provided to a client for display on a third party site will require the client to enter into an agreement directly with ICE Data.

SCHEDULE 10 – LOGO

ICE FUTURES U.S.®

ICE FUTURES CANADA®

ICE FUTURES EUROPE®

ICE ENDEX

SCHEDULE 11 – PUBLIC DISPLAY DETAILS

Please confirm Website, Report or Television programme where data will be displayed, including which ICE Futures Exchange(s) will be included in the display:

1 Display 1 - Website

Site: ----------

Anticipated Audience: ----------

Please confirm any charges that will apply for the user to access ICE data: ----------

---

Source of ICE Data: ----------

☐ **ICE Endex** (Feed Content: TTF/NCG/GASPOOL Nat Gas, Belgium/Netherlands Power)

☐ **ICE Futures Canada** (Feed Content: Canadian Agriculture: Canola, Durum Wheat, Milling Wheat, Western Barley)

☐ **ICE Futures Europe - Commodities** (Feed Content: Brent, WTI, Middle East Sour, Heating Oil, Gasoil, RBOB, UK Nat Gas, UK Power Peak/Base, Richards Bay/Rotterdam/Newcastle/US/Indonesian Coal, EUA/EUAA/CER/ERU Emissions, London Softs: Coffee, Cocoa, White Sugar, Feed Wheat)

☐ **ICE Futures Europe – Financials** (Feed Content: Euribor, Short Sterling, Euroswiss, Long Gilt, Medium Gilt, Short Gilt, Swapnote, London Equities, FTSE 100)

☐ **ICE Futures Singapore** (Feed Content: Mini Brent, Mini Gas Oil, One Kilo Gold, Mini US Dollar Index)

☐ **ICE Futures US** (Feed Content: US Softs: Cocoa, Cotton, Coffee "C", FC Orange Juice, Sugar 11, Soybean, Soybean Meal, Soybean Oil, Wheat, Currency Pairs, Russell Futures, US Dollar Index)

☐ **ICE LIBOR** (Feed Content: ICE LIBOR USD, GBP, EUR, JPY and CHF)

☐ **ICE Swap Rate** (Feed Content: USD Rates, USD Spreads, EUR Euribor, GBP and CHF)

☐ **LBMA Gold Price** (Feed Content: LBMA Gold Price USD, EUR, GBP)

☐ **LBMA Silver Price** (Feed Content: LBMA Silver Price USD, EUR, GBP)

SCHEDULE 12 – BENCHMARK PUBLICATION TIMES

ICE LIBOR

Currency	Real-Time	Intraday	Delayed	Historical
CHF, EUR, GBP, JPY, USD	11:55 LDN	15:55 LDN	11:55 T+1 LDN	11:55 T+7 LDN

(LDN: London time)

ICE Swap Rate

Currency	Real-Time	Intraday	Delayed	Historical
EUR EURIBOR (First Run)	11:15 FFM	15:15 FFM	11:15 FFM T+1	11:15 FFM T+7
EUR EURIBOR (Second Run)	12:15 FFM	16:15 FFM	12:15 FFM T+1	12:15 FFM T+7
GBP	11:15 LDN	15:15 LDN	11:15 LDN T+1	11:15 LDN T+7
USD RATES (First Run)	11:15 NYC	15:15 NYC	11:15 NYC T+1	11:15 NYC T+7
USD SPREADS	11:15 NYC	15:15 NYC	11:15 NYC T+1	11:15 NYC T+7
USD RATES (Second Run, 1Y only)	15:15 NYC	19:15 NYC	15:15 NYC T+1	15:15 NYC T+7

(FFM: Frankfurt time; LDN: London time; NYC: New York time)

LBMA Gold Price

Currency	Real-Time	Intraday	Delayed	Historical
USD, GBP, EUR, AUD, CAD, CHF, CNH, CNY, INR, JPY, MYR, RUB, SGD, THB, TRY, TWD, ZAR	10:30 LDN	14:30 LDN	00:00 LDN T+1	00:00 T+7 LDN
USD, GBP, EUR, AUD, CAD, CHF, CNH, CNY, INR, JPY, MYR, RUB, SGD, THB, TRY, TWD, ZAR	15:00 LDN	19:00 LDN	00:00 LDN T+1	00:00 T+7 LDN

(LDN: London time)

LBMA Silver Price

Currency	Real-Time	Intraday	Delayed	Historical
USD, GBP, EUR, AUD, CAD, CHF, CNH, CNY, INR, JPY, MYR, RUB, SGD, THB, TRY, TWD, ZAR	12:00 LDN	16:00 LDN	00:00 LDN T+1	00:00 T+7 LDN

(LDN: London time)

ISDA SIMM risk data

Asset Class	Real-Time	Delayed	Historical
Equity Credit Qualifying Credit Non-Qualifying	16:15 ET	NA	NA

(ET: Eastern time)

SCHEDULE 13 – CONTROLLED BENCHMARK PRICING DATA PRIOR APPROVAL

ICE Benchmark Administration will have an online-eservice available for Vendors to validate firms that have been pre-approved for access to Real Time Controlled Benchmark Pricing Data or Intraday Controlled Benchmark Pricing Data.

Service available on: https://iba.theice.com/Common-Client/Data-Approval

Firms that are displayed on this list can be accepted as approved without any further contact from ICE. Any firm not displayed on the list is not approved, in the event that further information is required Vendor or Subscriber, may contact ICE Benchmark Administration Licensing Team on:

Email Address: IBA-licensing@theice.com

Telephone: +44 (203) 540-7200 (UK) or +1 (347) 252 6465 (US)

Controlled Benchmark Pricing Data and Intraday Controlled Benchmark Pricing Data may not be provided to any subscriber that has not been pre-approved by ICE Benchmark Administration.