

# DATA AGREEMENT

This Agreement is between IEX Services LLC, a limited liability company organized under the laws of Delaware (“IEX”), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ (“Data Subscriber”), to permit Data Subscriber to receive IEX Data (as defined below) on the terms and conditions set out in this Agreement.

## License

During the term of this Agreement, IEX grants to Data Subscriber a non-exclusive, non-transferable license to receive and use the information related to the data produced and disseminated by IEX ATS selected in the Data Feed Subscription section of the *Data Feed Order Form and System Description*, attached hereto as Exhibit A (the “IEX Data”) in accordance with the terms of this Agreement.

## Proprietary Rights

Data Subscriber acknowledges and agrees that IEX has copyright, unique and other proprietary rights in IEX Data that originates on or derives from market operated by IEX and that such IEX Data has been derived from databases owned by IEX. Data Subscriber’s use of such IEX Data is subject to the limitations set out herein. In the event of any misappropriation or misuse, IEX shall have the right to obtain injunctive relief for its respective materials. This paragraph shall survive the termination of this Agreement for any reason.

## Fees

Data Subscriber agrees to pay IEX for use of IEX Data according to IEX’s then-current monthly charges, as set out by IEX from time to time for the physical capability, whether used or not, of receiving IEX Data through any device or equipment (“Interrogation Device”) that IEX has authorized to be in receipt of IEX Data (the “Receipt of IEX Data”), including all applicable interest, late fees or penalties, if any. The current effective monthly charge is zero. IEX will use commercially reasonable efforts to provide at least thirty (30) days’ advance notice to Data Subscriber (delivered via email and/or posted to IEX’s website) of any changes to its fee schedule. Data Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Data Subscriber or IEX in connection with the Receipt of IEX Data, other than income taxes imposed on IEX.

## Permitted Uses

Except as set forth in the “Redistribution” paragraph below, Data Subscriber shall use IEX Data only for its internal business use and Data Subscriber shall not sell, lease, furnish, distribute or otherwise permit or provide access to (“redistribute”) IEX Data to any third party without prior written approval from IEX. Without limiting the generality of the foregoing, Data Subscriber may:

- a) Store IEX Data in one or more Data Subscriber databases accessible by Data Subscriber partners, affiliates, officers and employees;
- b) Use and reproduce IEX Data for internal business purposes consistent with this Agreement, including interrogation, retrieval, analysis, manipulation, recompilation, and report preparation;
- c) Use and reproduce IEX Data for Data Subscriber’s own business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilize or display IEX Data;



- d) Subject to the use of an IEX copyright notice, provide excerpts from IEX Data, in any medium or format (including orally, in writing, electronically or otherwise) to Data Subscriber's own clients as part of a report.
- e) Permit the general public to access its Interrogation Devices provided that (i) Data Subscriber controls the premises and accesses to them; and (ii) Data Subscriber notifies IEX in writing of such installation. Data Subscriber may allow individuals passing by or visiting the premises to operate or view the Interrogation Devices occasionally and for limited periods of time.

## Inspection

At any reasonable time on reasonable notice, Data Subscriber shall allow authorized representatives of IEX to access its premises for the purpose of examining any and all Interrogation Devices used by Data Subscriber, its partners, officers and employees and any and all records of redistribution of IEX Data, if applicable.

## Redistribution

Data Subscriber hereby expressly agrees that if it redistributes any of IEX Data to any affiliate or third party, it will include in an agreement with such third party the following clauses of this Agreement applying such agreements or acknowledgements of Data Subscriber to such third party: "Proprietary Rights"; "Inspection"; "Disclaimer of Warranties"; "Limitation of Liability"; and "Indemnification"; provided, however, that if any such affiliate or third party intends to further redistribute IEX Data, Data Subscriber shall not provide IEX Data to such party until such party signs a Data Agreement directly with IEX.

## Disclaimer of Warranties

IEX expressly disclaims, and Data Subscriber hereby expressly waives, all warranties, representations, conditions, covenants or undertakings, express or implied, including without limitation warranties or conditions of merchantability and fitness for a particular purpose, timeliness, truthfulness, sequence, completeness, accuracy and freedom from interruption.

## Limitation of Liability

IEX shall not be liable to Data Subscriber or any other person for any loss, damage, cost, expense or other liability or claim (including without limitation, loss of business profits, trading losses, loss of anticipated profits, business interruption, loss of business information or for indirect, special, punitive, consequential or incidental loss or damage or other pecuniary loss) of any nature arising from any use or inability to use IEX Data, howsoever caused. IEX shall not be liable to Data Subscriber or any other Person for the unavailability, interruption, delay, incompleteness or inaccuracy of IEX Data. If IEX is for any reason held liable to Data Subscriber or to any other Person, whether in tort or contract, the cumulative liability of IEX to Data Subscriber and any other Person claiming through or on behalf of Data Subscriber is limited to the greater of: (A) one (1) month fees paid by Data Subscriber under this Agreement; and (B) \$500.

## Dissemination, Discontinuance or Modification

IEX is not obligated to continue to provide any type of IEX Data in the present form or configuration or under the current specifications or requirements or to continue to use existing communications facilities. IEX, in its sole discretion, may from time to time make additions to, deletions from or modifications to IEX Data or manner of disseminating such IEX Data.



## Indemnification

Data Subscriber shall indemnify and hold harmless and defend IEX, its directors, officers, employees and agents from and against any and all suits, claims, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable solicitor's fees, arising out of or in connection with (i) any claim made by any person in respect of or as a result of any non-compliance by Data Subscriber with the terms and conditions of this Agreement; or (ii) any claim made by any person arising out of or related to Data Subscriber's receipt and use of IEX Data, whether authorized or unauthorized under this Agreement, including without limitation any claim in respect of delays in providing, any errors in or omissions from IEX Data, or the transmission and delivery thereof, or the termination of. This paragraph shall survive the termination of this Agreement for any reason.

## Term

Either party may terminate this Agreement on thirty (30) days prior written notice. In the event that Data Subscriber terminates this Agreement, the termination shall be effective thirty (30) days following the date on which IEX receives Data Subscriber's notice of termination. Upon termination of this Agreement, Data Subscriber shall cease using all IEX Data.

## Entire Agreement; Modifications

This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings including, without limitation, any agreement with Data Subscriber for IEX Data.

## Assignments

Data Subscriber shall not assign this Agreement without IEX's prior written consent.

## Governing Law

This Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of New York.

## Notices; Notification of Changes

Each party shall notify one another in writing of any address change. Data Subscriber shall promptly send IEX a written notice of any change in the information it provided pursuant to this Agreement and other information relating to the Receipt of IEX Data.

<b>Data Subscriber:</b>	<b>IEX:</b> IEX Services LLC 4 World Trade Center, 44 <sup>th</sup> Floor New York, NY 10007 Attention: Market Operations
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The parties have signed this Agreement effective as of: \_\_\_\_\_, 201\_\_

**Data Subscriber**

**IEX Services LLC**

By (printed): \_\_\_\_\_

By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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







# Exhibit C

## Third Parties and Data User Information Disclosure Form

Data Subscriber may regard changes to the table below as accepted by IEX unless IEX notifies Data Subscriber of an objection within thirty (30) days of receipt of notification of the change.

Third Party / Data User			
Added or removed based on prior month's users: <input type="checkbox"/> Add <input type="checkbox"/> Remove			
Company Name:			Date:
Address of Principal Office:			
City:		State:	Zip Code:
Will this organization further redistribute IEX Data? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Business Contact		Technical Contact	
Name:		Name:	
Title:		Title:	
Email:		Email:	
Phone:	Fax:	Phone:	Fax:

Third Party / Data User			
Added or removed based on prior month's users: <input type="checkbox"/> Add <input type="checkbox"/> Remove			
Company Name:			Date:
Address of Principal Office:			
City:		State:	Zip Code:
Will this organization further redistribute IEX Data? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Business Contact		Technical Contact	
Name:		Name:	
Title:		Title:	
Email:		Email:	
Phone:	Fax:	Phone:	Fax:

Please attach additional information as necessary.

*Attach additional page(s) as necessary.*