

Rules of Participation

1. Acceptance of Terms

ICE Data LP and its affiliates (collectively, the "Company") operates an online social networking service (the "Service") that allows New York Stock Exchange ("NYSE") listed entities and potentially listed entities who have been invited to use the Service (each such entity, a "Member") to permit some of its employees (each, an "Authorized User") to communicate with the Company and receive certain financial and other relevant information from NYSE and third parties. For the purposes of this Agreement, an "Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity.

The use of the Service is subject to acceptance of these Rules of Participation set forth below, including their appendices and schedules, attached hereto or referenced and incorporated herein (collectively, the "Agreement"), by both the Member and each Authorized User. Member and Authorized User may be collectively referred to as "You" or "Your" in this Agreement.

The Service is therefore offered to You conditioned upon Your acceptance, without modification, of this Agreement. Clicking the "I Agree" button and using the Service constitutes Your acceptance of this Agreement on behalf of yourself as an Authorized User and on behalf of the Member. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, EITHER IN YOUR INDIVIDUAL CAPACITY OR ON BEHALF OF THE MEMBER, YOU MAY NOT USE OR ACCESS THE SERVICE. You hereby represent and warrant that: (a) Your entry into this Agreement is lawful and does not violate any other agreement to which You are a party; b) You are authorized to bind the Member under this Agreement and perform this Agreement on behalf of the Member; (c) this Agreement will be binding and enforceable upon the Member; and (d) any information that You submit as part of Your registration process is correct.

Company reserves the right to modify, change or amend the terms, conditions, appendices, schedules and notices in this Agreement under which it offers the Service at its sole discretion at any time and without notice, and such modifications will be deemed effective immediately upon posting or otherwise notifying You of the modified terms. You are responsible for regularly reviewing this Agreement and any changes made to this Agreement. You can review the most current version of this Agreement at any time at: <http://nyse.com/ConnectRules>. If You do not agree to any terms of this Agreement, or any future changes made by Company, Your sole and exclusive remedy is to stop using the Service. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Service will be subject to this Agreement. Company reserves the right, at any time, in its sole and absolute discretion, to discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Company reserves the right to cancel, suspend or refuse access to the Service to any person in its sole and absolute discretion.

The Service covered under this Agreement includes (i) all information, data, products and documentation contained or included therein ("Service Content" as further detailed in Section 9 herein), and (ii) any software related to the Service (the "Software"). The Software includes ICE CHAT® which is an instant messaging service made available by Company for use by Member or an Authorized User.

2. License; General Prohibitions Regarding Your Use of the Service

Company grants You a personal, limited, non-transferable and non-exclusive right and license to use the Service and the Software in accordance with this Agreement. Your right to use the Service and the Software is personal to You only and is limited for Member's internal business purposes. You will not use the Service or the Software, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. You agree not to modify, rent, reproduce, duplicate, copy, sell, distribute, disassemble, decompile, transfer, sublicense, lease, furnish otherwise exploit, or create derivative works or reverse engineer based on the Service or the Software, in whole or in part, or on any Company or Member Content (as defined below) contained therein except as permitted herein.

3. Member and Authorized User Registration

To become an Authorized User of the Service, Authorized User must provide specific registration information, including Authorized User's contact information at Member, such as e-mail address, phone number, and physical address, and create a user profile that includes Authorized User's personal preferences. Company will use Authorized User's e-mail address to send Authorized User reminders of upcoming activities and sessions on the Service. If Authorized User does not wish to receive e-mail correspondence, Authorized User needs to log into the Service and change Authorized User's e-mail options on the Preferences page in the My Profile section.

As part of the registration process, Authorized User will select a user name and password for Authorized User's account ("Account"). Authorized User may not (a) select or use a user name of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; or (c) use a user name that Company, in its sole discretion, deems inappropriate or offensive. Authorized User agrees to (x) provide true, accurate, current and complete information as prompted by the Service's registration process (collectively, the "Registration Data") and (y) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You will maintain a valid email address at all times.

4. Member Account, Password, and Security

Following the completion of the registration form and Your acceptance of the terms and conditions of this Agreement, You will be able to access Your Account with the username and password You have filled in the registration form. Your user name and password are individual to You and may not be used to access the Service by anyone else. Sharing of password and/or username and simultaneous access to the Service, via the same password and/or username or via two separate devices or otherwise is strictly prohibited.

You are solely responsible for maintaining the confidentiality of Your user name, password and Account and for any and all use of Your Account by You or any people using the Service under Your user name and password. You agree to immediately notify Company of any unauthorized use of Your Account or any other breach of security. Company will not be liable for any loss or damage arising from Your failure to comply with this Section 4. Company is not obligated to identify or authenticate any Member or Authorized User who accesses the Service. Company is not responsible for identity theft or other misuse of Authorized User's Registration Data.

5. Term; Termination

This Agreement, and any revisions to this Agreement, shall remain in full force and effect while You are a Member or Authorized User on the Service. Member may terminate its membership at anytime, for any reason. Member understands and agrees that the termination of membership is Member's sole right and remedy with respect to any dispute with Company. In the event that You are no longer a NYSE listed entity, this Agreement shall automatically terminate. Company may terminate this Agreement or suspend Your access to the Service at any time, for any or no reason, with or without prior notice or explanation, and without liability.

Even after access to the Service or membership is terminated, the following provisions of this Agreement shall survive such termination and remain in full force and effect: Sections 7, 8, 9, 10, 11, 12, 15, 16, 18, 19, and 21.

6. Personal Information

Each party to this Agreement acknowledges that the other 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 each party, its affiliates and each of their respective customers, suppliers and personnel. Intercontinental Exchange's Privacy Policy is located here: <https://www.intercontinentalexchange.com/privacy-policy>. Where You are subject to the data protection laws and regulations of the European Union ("EU"), the European Economic Area ("EEA") and/or any Member State thereof (including the United Kingdom in the event that the United Kingdom is no longer part of the EU or EEA), Switzerland and/or Singapore, You acknowledge and agree that certain additional terms and conditions set out in Intercontinental Exchange's Privacy Policy and other documents in connection with the collection, storage, processing, disclosure, access, review and/or use of such Personal Information are applicable to this Agreement.

Where You provide Personal Information to the Company for purposes of providing the Service ("**Client's Personal Information**"), the Company shall act as a service provider with respect to such Client's Personal Information. The Company shall process Client's Personal Information consistent with Intercontinental Exchange's Privacy Policy and unless You provide prior written approval, the Company shall not collect, retain, use, disclose or sell Client's Personal Information for any purpose other than performing the Service pursuant to this Agreement, enabling the Company to meet its legal and regulatory requirements, marketing the Company's products and services, or product improvement and development. Specifically where You provide Personal Information to the Company that is subject to European Data Protection Laws (as defined in the Additional Terms), the Additional Terms located here: https://www.theice.com/publicdocs/Additional_Terms_EU_Subscribers.pdf 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.

7. Member Content

7.1 All information, data, text, software, music, sound, photographs, graphics, video, messages, services or other materials posted by Authorized Users on the Service (collectively, "Member Content") are the sole responsibility of the Authorized User from whom such Member Content originated. This means that You, and not Company, are entirely responsible for all Member Content that You upload, post, transmit or otherwise make available on the Service, including Personal Information. When You post Member Content on the Service, Your user name will be visible to other Authorized Users and attached to the Member Content that You posted. Please be aware that if You post Personal Information online that is accessible to other Authorized Users, You may receive unsolicited messages from such Members. Company does not control the Member Content posted by You or other Authorized Users on the Service and, as such, does not guarantee the accuracy, integrity or quality of such Member Content. By using the Service, You may be exposed to Member Content that is offensive, indecent, harmful, inaccurate, deceptive, or objectionable. Under no circumstances will Company be liable in any way for any Member Content, including, but not limited to, for any errors or omissions in any Member Content, or for any loss or damage of any kind incurred as a result of the use of any Member Content posted, transmitted or otherwise made available on the Service. You agree that You must evaluate, and bear all risks associated with, the use of any Member Content, including any reliance on the accuracy, completeness, or usefulness of such Member Content. In addition, except as provided in this Agreement, You may not copy, modify, translate, reproduce, publish, broadcast, transmit, distribute, perform, display, license, sell, or create derivative works from any Member Content or any other content appearing on or through the Service.

7.2 Company reserves the right (without the obligation) to monitor, pre-screen, reject, remove, or edit any Member Content for any reason in its sole discretion and without notice. Company assumes no responsibility for monitoring the Service for inappropriate Member Content or conduct. If at any time Company chooses, in its sole discretion, to monitor the Service, Company nonetheless assumes no responsibility for the Member Content, no obligation to modify or remove any inappropriate Member Content, and no responsibility for the conduct of any Authorized User or Member submitting Member Content.

7.3 You may not post, upload, transmit or otherwise make available on the Service any Member Content that:

- (a) is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) harasses or advocates harassment of another person or is abusive, vulgar, or profane;
- (c) exploits people in a sexual or violent manner;
- (d) contains nudity, sexually suggestive imagery, pornography, pedophilia, incest, bestiality, excessive violence, or offensive subject matter or contains a link to an adult website;
- (e) solicits Personal Information from anyone under eighteen (18) years of age or otherwise harms minors in any way;
- (f) publicly posts information that poses or creates a privacy or security risk to any person;
- (g) constitutes or promotes information that You know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

- (h) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (i) constitutes unsolicited or unauthorized advertising or solicitation, promotional materials, "junk mail," "chain letters," instant messaging, "spimming," "spamming," or "pyramid schemes";
- (j) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- (k) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, without limitation, making or buying illegal weapons, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices, violating someone's privacy, or providing or creating computer viruses;
- (l) solicits passwords or Personal Information for commercial or unlawful purposes from other Members or Authorized Users;
- (m) involves commercial activities and/or sales without prior written consent from Company such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- (n) includes any information, photograph, or video of another person that You have posted without that person's consent;
- (o) is misleading or deceptive, including falsely stating or otherwise misrepresenting Your affiliation with a person or entity;
- (p) infringes or violates any patent, trademark, trade secret, copyright, privacy right, publicity right, contract right, or any other rights of any third-party;
- (q) You do not have a right to make available under any law or under contractual or fiduciary relationships; or
- (r) contains software viruses, worms, spyware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Section 7.3, including without limitation, removing the offending Member Content from the Service and terminating or suspending Your right to use the Service.

8. Member Conduct

You, and not Company, are responsible for compliance with all laws, regulations and ordinances in connection with Your use of the Service. You agree not to engage in any of the following activities in connection with Your use of the Service:

- (a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;

- (b) advertising to, or solicitation of, any Member to buy or sell any products or services;
- (c) circumventing, modifying, or interfering with, attempting to circumvent, modify, or interfere with, or encouraging or assisting any other person in circumventing, modifying, or interfering with any security measures, technology, or software that is part of the Service;
- (d) activity that involves the use of software viruses, worms, spyware, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- (e) any automated use of the Service;
- (f) damaging, disabling, disrupting, overburdening, or impairing the Service or interfering with any other party's use and enjoyment of the Service;
- (g) impersonating or attempting to impersonate another Member, Authorized User, person or entity;
- (h) using the Account, username, or password of another Member at any time or disclosing Your password to any third party or permitting any third party to access Your account;
- (i) using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- (j) collect any information about other Members and Authorized Users;
- (k) sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to the Service, the Service Content (as defined below), Your Account, or Your password, to any third-party;
- (l) engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information from the Service;
- (m) attempt to decompile, reverse engineer, disassemble, modify, hack, decrypt, or create derivative works from the Service, the Service Content or the Software, or defeat or overcome any encryption and/or digital rights management technology implemented with respect to the Service or the Software;
- (n) acquire or otherwise obtain or have any right, title or interest in any part of the Service Content except as expressly set forth herein;
- (o) create any derivative work or create, manage, trade, market or promote any financial product, index or instrument; or
- (p) delete, remove or modify any copyright, trademark, service mark or other proprietary notice contained in the Service Content.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Section 8, including without limitation, reporting a Member or Authorized User to law enforcement authorities and terminating or suspending a Member's or Authorized User's right to use the Service.

9. Service Content

9.1 In addition to Member Content, the Service contains information, data, text, software, music, sound, photographs, graphics, video, messages, advertising, links to web sites, or other materials (collectively, "Service Content") provided by Company or third- parties (such third parties referred to herein collectively as "Content Suppliers"). The Service Content is the exclusive and valuable

property of the Company or such Content Supplier, and constitutes valuable confidential information, trade secrets and/or proprietary rights of such the Company or such Content Supplier. All copyrights, database rights, trademarks, service marks, logos and other marks are valuable intellectual property of their respective owners, and You acquire no rights therein other than the limited right to use such intellectual property as set forth in the Agreement. Service Content provided by Content Suppliers may be subject to additional terms and conditions which are set out in the attached appendices or in the following Web page: <http://nyse.com/ConnectRules>, as these may be updated from time to time as set forth in Section 1 of this Agreement.

The use of the Service Content provided by the Content Suppliers is subject to Your agreement and acceptance of additional terms and conditions of the Content Suppliers, as applicable, including without limitation, acknowledgment and notices, reporting and audit requirements. You acknowledge and agree that You have reviewed and accepted such additional terms and conditions as a condition to Your access to Service Content provided by the Content Suppliers. You agree that any Content Supplier may enforce its rights against You as an intended third-party beneficiary of this Agreement, even though such Content Supplier is not a party to this Agreement. Company and Content Suppliers are not responsible or liable, directly or indirectly, for any Service Content or for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Service Content. Company is under no obligation to pre-screen Service Content.

9.2 If you access or use ICE CHAT, the following shall apply:

- (a) ICE CHAT is not (i) a multilateral trade execution facility and does not function as a trading facility within the meaning of Section 1a (33) of the Commodity Exchange Act (“CEA”), (ii) a broker-dealer, exchange or alternative trading system for purposes of the Securities Exchange Act of 1934, as amended, or (iii) any entity or person in any jurisdiction outside of the United States of America having qualifications similar to the qualifications referenced above.
- (b) You shall not utilize ICE CHAT for the trading, sale, purchase, disposition or promotion of securities (as defined in Section 2(1) of the Securities Act of 1933, as amended), or exchange-traded options or futures (“contracts of sale of a commodity for future delivery”, as regulated by the Commodity Futures Trading Commission under the CEA), and You agree not to participate in any securities or exchange-traded options or futures transaction using ICE CHAT.

9.3 If You access or use Broker Share Information, the following shall apply:

- (a) You agree that access to the Broker Share product and its content will be limited to the individuals issued passwords to the Service only and that the Broker Share product and its content will be used only for the benefit of the corporate headquarters function of Your organization.
- (b) Under no circumstances may You share the Broker Share product, or any information obtained from the product, with any subsidiary, division or other business unit of Your

organization engaged in whole or in part in trading or dealing securities. Without limiting the generality of the foregoing, this prohibition is intended to include any subsidiary, division or other business unit of Your organization acting in a broker-dealer, market maker, designated market maker (DMM), pension administrator, trust administrator or other fiduciary capacity.

10. Proprietary Rights to Member Content

10.1 You represent, warrant, and promise that (a) You own the Member Content that You post, or You are authorized to post the Member Content posted by You on the Service and (b) Your posting or transmitting of Member Content on or through the Service does not, and will not, infringe, violate or misappropriate the privacy rights, publicity rights, copyrights, trademark rights, patent rights, trade secret rights, contract rights or any other rights of any person or entity.

10.2 You hereby grant and assign, exclusively to Company, all rights of any kind in and to any Member Content posted or transmitted by You on or through the Service, including, without limitation, (a) all rights of contract, copyright, trademark, trade dress and all other rights, throughout the world; (b) the right to modify, publish, prepare derivative works from, and publicly display the Member Content, alone or as part of any other work, in any form, media, or technology, whether now known or hereafter developed; and (c) the exclusive right to license or otherwise transfer any or all such rights to any other party. All Member Content belongs solely to the Company. However, to the extent, if any, that any Member Content is not assignable to the Company, You automatically grant, and represent and warrant that You have the right to grant, to Company a worldwide, royalty-free, irrevocable, perpetual, fully - sublicensable, and non-exclusive right and license to use, host, reproduce, modify, adapt, publish, edit, translate, distribute, perform, combine with information provided by third-parties, create derivative work of and display such Member Content alone, or as a part of other works, in any form, media, or technology, whether now known or hereafter developed. Any such Member Content may be used by Company or licensed to others by Company for any purpose, including, without limitation, for reproduction, disclosure, transmission, publication, broadcast and posting. No compensation will be paid or due You with respect to Company's or its sublicensees' use of the Member Content pursuant to this Section 10.

10.3 Company cannot guarantee that other Members will not use Content that You post on the Service for their own personal or commercial benefit. You should not post any Content on the Service that You would like to keep confidential or do not want others to use. COMPANY IS NOT RESPONSIBLE FOR ANY MEMBER'S OR AUTHORIZED USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT POSTED BY YOU ON THE SERVICE.

11. Proprietary Rights

All proprietary rights (including, but not limited to, copyrights, trade secrets, database rights and trademark rights) in and to the Service, including, but not limited to, all information, data, software,

products and documentation contained or included therein, are and shall remain the sole and exclusive property of Company and/or the Content Suppliers. The Service and the Service Content are compiled, prepared, revised, selected and arranged by the Company and the Content Suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Services constitute the valuable intellectual property of the Company and the Content Suppliers. You may not copy, use, or incorporate any of the Service Content on the Service, including any artwork, trademarks or logos, into any other work, including Your own site, or use such Service Content in any other public or commercial manner.

You agree to cooperate with Company and/or its Content Providers to protect the proprietary rights in the Service Content during the term of this Agreement, and to notify Company promptly in writing of any unauthorized access or use of which You become aware of or any claim that any portion of the Service Content infringes on any copyright, trademark or other contractual or statutory or common law right. You will not use any trademarks, website marks, names, logos, or other identifiers of the Company and its Content Providers without the prior written permission of the Company.

12. Indemnification

You hereby agree to indemnify, defend and hold harmless Company, and Company's suppliers (including Content Suppliers), shareholders, affiliates, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) relating to or arising out of (a) Your use of the Service (including, without limitation, the Software); (b) Your breach of any representations, warranties or covenants in this Agreement; (c) any Member Content posted or transmitted by You on or through the Service; (d) Your acts and omissions; and (e) Your negligence, intentional misconduct or violation or alleged violation of any rights of a third-party. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You hereunder, and in such event, You will have no further obligation to provide indemnification for such matter; provided, however, that You will use best efforts to cooperate with Company in such defense. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Company or any of Company's suppliers (including Content suppliers), affiliates, partners, agents and employees.

13. Information for California Residents

Under California Civil Code Section 1789.3, Members located in California are entitled to the following consumer rights information: (a) The Service is provided by the Company located at 11 Wall Street, New York, NY 10005, Phone: (212) 656-2000. (b) You may contact Company at the address in subsection (a) immediately above with complaints or to request additional information about the Service. Also, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at (916) 445-1254.

14. Copyright Infringement

If You believe that Your work has been copied and posted on the Service in a way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please send Company's Designated Agent a notification of claimed infringement with all of the following information:

- (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Service (providing the URL(s) of the claimed infringing material satisfies this requirement);
- (c) information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an email address;
- (d) a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (e) a statement by You, made under penalty of perjury, that the above information in Your notification is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
- (f) Your physical or electronic signature.

Company's Designated Agent for notification of claimed infringement can be reached as follows:

General Counsel,
Intercontinental Exchange, Inc.
5660 New Northside Drive
3rd Floor
Atlanta, GA 30328

15. DISCLAIMER OF WARRANTIES.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. COMPANY AND COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) PROVIDE THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED FROM OR THROUGH THE SERVICE, 'AS IS' AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMPANY AND COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, AND FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU AGREE THAT THE SERVICE CONTENT DOES NOT CONTAIN INVESTMENT ADVICE AND ANY OPINIONS OR ASSERTION CONTAINED IN THE SERVICE CONTENT DO NOT REPRESENT THE OPINIONS OR BELIEFS OF COMPANY OR ITS CONTENT PROVIDER OR ANY OF THEIR RESPECTIVE EMPLOYEES.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY OR ANY OF COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR FAILURE OF PERFORMANCE, ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, COMMUNICATION LINE FAILURES, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICE, OR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT, EVEN IF COMPANY OR ANY OF COMPANY'S SUPPLIERS (INCLUDING CONTENT SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD-PARTY ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED \$500.00. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

17. INDEPENDENT REVIEW

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED ALL ASPECTS OF THIS AGREEMENT AND THE DESIRABILITY OF ENTERING INTO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

18. Notices

Statements, notices and other communications to You may be made by mail, email, postings within Your Account or on the Service, or other reasonable means. You will be solely responsible for keeping Your email and postal addresses updated on Your Account. Company will not be responsible for any undelivered notices caused by Your failure to update such information. All notices made by You to the Company and delivered with respect to this Agreement shall be in writing and either hand delivered or forwarded by registered or certified mail to Intercontinental Exchange, Inc., 5660 New Northside Drive, 3rd Floor, Atlanta, GA 30328, Attn: General Counsel with a copy via email to: ContractNotices@theice.com.

19. Choice of Law; Venue; Trial by Jury

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law principles. You will bring any action to enforce this Agreement or in connection with any matters related to the Service only in either the state or Federal courts located in Manhattan. You expressly consent to the exclusive jurisdiction of said courts and waive

all venue, jurisdiction and choice of law challenges or defenses. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this Section. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

20. No Injunctive Relief; Limitation Period

You agree not to seek, and You acknowledge and agree that You are not entitled to, rescission of this Agreement or any part of this Agreement or any injunctive or other equitable relief for any reason, including, without limitation, an injunction that would restrain the operation of the Service, the exploitation of any advertising or other materials on the Service, or the exploitation of the Service or any Member or Service Content displayed on the Service. You may not bring any claim or cause of action under or related to this Agreement more than one year after You knew or should have known of the cause of action, and in no case more than one year after the termination of this Agreement.

21. General

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. A printed version of this Agreement and any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company may assign this Agreement, in whole or in part, at any time with or without notice to You, to any third party. You will not assign this Agreement, by operation of law or otherwise, without prior written approval of Company, and any such attempted assignment will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement sets forth the entire understanding and agreement between Company and You with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Company with respect to the Service. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. As between You and Company, each party is an independent contractor and not an agent or representative of any other party. No party will have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and

agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

Appendix 1

The following terms and conditions shall apply to Your access to and use of the NYSE Market Data as defined below. In the event of conflict with any other terms of the Agreement, this Appendix 1 shall prevail over such terms solely as they relate to NYSE Market Data.

Market Data Service Agreement (*TO USE CONSOLIDATED TAPE REAL - TIME DATA*)

AGREEMENT FOR RECEIPT AND USE OF CONSOLIDATED NETWORK A DATA AND OTHER MARKET DATA

The market data subscriber that has executed this Agreement ("Subscriber") has arranged with ICE Data LP and its affiliates ("Vendor") to receive and use "Market Data" (as defined below). This Agreement sets forth the terms and conditions pursuant to which the New York Stock Exchange LLC ("NYSE"), acting on behalf of the "Authorizing SROs" (as defined below) and on its own behalf, is willing to allow Subscriber to receive that Market Data from Vendor and to use it. By manifesting their assent as indicated below, Subscriber and Vendor agree to all terms and conditions of this Agreement.

1. DEFINITIONS

- (a) "Authorizing SRO" means each of the authorizing self-regulatory organizations (i.e., each CTA Plan Participant, each CQ Plan Participant and NYSE).
- (b) "Interrogation," as used to differentiate devices and displays, refers to (i) displaying Market Data for a security in response to Subscriber's specific inquiries or (ii) displaying changes in Market Data as they occur for a limited number of securities specified by Subscriber.
- (c) "Market Data" means (i) CTA Network A last sale information, (ii) CQ Network A quotation information, (iii) NYSE bond last sale information, (iv) NYSE bond quotation information, (v) NYSE index information and (vi) each other category of market information made available by NYSE as NYSE may designate from time to time. Each of the above categories includes all information that derives from the category's information. Stock and bond last sale prices and information deriving from those prices cease to be "Market Data" 15 minutes after the Authorizing SRO(s) make the prices available over their low speed data transmission facilities. NYSE may alter such period from time to time on 60 days' written notice to Subscriber.
- (d) "NYSE Securities Information" means the Types of Market Data enumerated or referred to in clauses (iii) - (iv) of Paragraph 1(c).
- (e) "Person" includes any natural person or proprietorship or any corporation, partnership or other organization.
- (f) "Processor" means the processor under the CTA Plan and CQ Plan.
- (g) "Subscriber Device" means a component of Subscriber Equipment* that provides an interrogation display, a tape display or both displays.
- (h) "Subscriber Equipment" means any display device, computer, software, wires, transmission facility or other equipment by which Subscriber receives, displays or otherwise uses Market Data.
- (i) "Tape," as used to differentiate devices and displays, refers to displaying on a current and continuous basis (i) last sale prices as made available over the data transmission facilities

of one or more Authorizing SROs or as retransmitted by an authorized vendor or (ii) a subset of the prices so made available or retransmitted that Subscriber selects on the basis of, for example, transaction size or security.

- (j) "Type of Market Data" means the Market Data in any of the categories enumerated or referred to in Paragraph 1(c).

2. PROPRIETARY NATURE OF DATA - Each Authorizing SRO asserts a proprietary interest in its "Relevant Market Data" (i.e., the Market Data that it furnishes to the Processor and in case of NYSE, that it otherwise makes available).

3. NYSE CAPACITY; ENFORCEMENT - Whenever this Agreement requires "NYSE" to take any action, or to receive any payment, information or notice, as to any Type of Market Data, NYSE acts on behalf of the Authorizing SRO(s) for the Type of Market Data. Any Authorizing SRO may enforce this Agreement as to its Relevant Market Data, by legal proceeding or otherwise, against Subscriber and may likewise proceed against any person that obtains its Relevant Market Data other than as this Agreement contemplates. Subscriber shall pay the reasonable attorneys' fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. CHARGES

- (a) **PAYMENT** - Subscriber shall pay in United States dollars the applicable charge(s) as from time to time in effect, plus any applicable tax. Charges apply for receipt of Market Data whether or not used.
- (b) **BILLING** - Subscriber will be billed in advance for recurring data and equipment charges on a periodic basis (monthly unless otherwise notified) based upon information that Subscriber or authorized vendors report. Subscriber will be billed upon incurrence for one-time charges, such as those relating to installations, relocations and provision of additional equipment facilities. Subscriber shall pay invoices promptly upon receipt. Errors in and omissions from invoices, and errors or delays in sending, or failures to send or receive, invoices, do not relieve Subscriber of its payment obligations.

5. DATA SECURITY

- (a) **RETRANSMISSION PROHIBITED** - Subscriber shall use Market Data only for its individual use in its business. Subscriber shall neither furnish Market Data to any other person nor retransmit Market Data among its premises.
- (b) **CONTROL OF EQUIPMENT** - Subscriber shall assure that it or its partners or officers and employees have sole control or physical possession of, and sole access to Market Data through, Subscriber Equipment.
- (c) **DISPLAYS ACCESSIBLE TO THE GENERAL PUBLIC** - Notwithstanding the limitations of Paragraphs 5(a) and 5(b), Subscriber may install one or more Subscriber Devices on enclosed portions of premises to which the general public has access if Subscriber (i) controls the premises and access to them and (ii) gives NYSE written notice of the installation. Subscriber may permit individuals who are passing through or visiting the premises to operate or to

view the devices on a sporadic basis, and for limited periods of time, during their temporary presence on the premises.

- (d) **EQUIPMENT SECURITY** - Subscriber understands that this Paragraph 5 requires Subscriber to carefully locate and protect Subscriber Equipment. Subscriber shall abide by any written requirements that NYSE specifies to regulate the location or connection of Subscriber Equipment or to otherwise assure compliance with this Paragraph 5. Subscriber guarantees that any person installing or maintaining Subscriber Equipment will comply with this Paragraph 5.
- (e) **INSPECTION** - At any reasonable time, Subscriber shall assure that authorized representatives of NYSE have access to the premises at which Subscriber Equipment is located, and, in the presence of Subscriber's officials, the rights to examine the equipment and to observe Subscriber's use of the equipment.

- 6. **DATA NOT GUARANTEED** - Neither NYSE, any other Authorizing SRO nor the Processor (the "disseminating parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any disseminating party. No disseminating party shall be liable in any way to Subscriber or to any other person for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission (ii) of nonperformance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party.
- 7. **DISSEMINATION DISCONTINUANCE OR MODIFICATION** - The Authorizing SROs may discontinue disseminating any Type of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages to Subscriber.
- 8. **DURATION; SURVIVAL** - Subject to Paragraph 7, either Subscriber or NYSE may terminate this Agreement on 30 days' written notice to the other. In addition, this Agreement terminates 90 days after Subscriber no longer has the ability to receive Market Data as contemplated by this Agreement. Withdrawal of an Authorizing SRO other than NYSE from the CTA Plan and the CQ Plan terminates this Agreement solely as to that Authorizing SRO. Withdrawal of NYSE from the CTA Plan and CQ Plan terminates this Agreement as to all other Authorizing SROs. Paragraphs 3, 5(d), 6, 15(c), 15(e) and 16(e) survive termination of this Agreement.
- 9. **ENTIRE AGREEMENT: MODIFICATIONS** - This writing contains the entire agreement between the parties in respect of its subject matter. This Agreement supersedes each previous agreement between Subscriber and NYSE pursuant to which Subscriber has been receiving Market Data

except insofar as the earlier agreement covers receipt of Market Data through direct or indirect access to the high speed line described in the CTA Plan or the CQ Plan or any comparable high speed transmission facility that NYSE uses to make NYSE Securities Information available. The parties may only modify this Agreement by a writing signed by or on behalf of each of them.

10. ASSIGNMENTS - Subscriber may not assign all or part of this Agreement without the written consent of NYSE.

11. GOVERNING LAW; CONSTRUCTION - The laws of the State of New York govern this Agreement. It shall be interpreted in accordance with those laws. In prohibiting Subscriber from doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (e.g., by causing or permitting any other person to the act).

12. APPLICABILITY OF 1934 ACT AND PLANS - This Agreement is subject to the Securities and Exchange Act of 1934, the rules under that act, the CTA Plan (as to CTA Network A last sale information) and the CQ Plan (as to CQ Network A quotation information).

13. NOTICES; NOTIFICATION OF CHANGES - The parties shall send communications relating to this Agreement to:

New York Stock Exchange LLC
11 Wall Street
New York, New York 10005
Attention: Director of Market Data

Subscriber (as above)

Subscriber and NYSE may each change its address by written notice to the other. Subscriber shall give NYSE prompt written notice of any change in (a) the Subscriber information listed above, (b) any other information provided to NYSE in connection with initiating the receipt of any Type of Market Data, or (c) any description provided pursuant to Paragraph 15(d).

PART II: SPECIAL PROVISIONS

This Part II applies only to the extent that Subscriber's activity or equipment falls within the scope of one or more of Paragraphs 14 through 16.

14. SECURITIES PROFESSIONALS: FURNISHING DATA TO CUSTOMERS AND BRANCH OFFICES

- (a) **SCOPE** - This Paragraph 14 applies if Subscriber is a securities professional, such as a registered broker-dealer or investment adviser, and is an exception to Paragraphs 5(a), 5(b) and 5(c).
- (b) **LIMITED PROVISION OF DATA** - Solely in the regular course of its securities business, Subscriber may occasionally furnish limited amounts of Market Data to its customers and clients and to its branch offices. Subscriber may so furnish Market Data to its customers and clients who are not on Subscriber's premises solely (i) in written advertisements, educational material, sales literature or similar written communications. or (ii) during telephonic voice

communication not entailing the use of computerized voice synthesization or similar technology. Subscriber may so furnish Market Data to its branch offices solely (i) as provided in the preceding sentence, or (ii) through manual entry of the data over its teletype network. Subscriber shall not permit any customer or client to take physical possession of Subscriber Equipment. Subscriber shall abide by any additional limitations that NYSE specifies in writing.

15. REPORTING: RECORDS: EQUIPMENT DESCRIPTION

- (a) **SCOPE** - This Paragraph 15 applies whenever an authorized vendor cannot know (e.g., by virtue of installing equipment or recognizing electronically a unique device identifier) all information necessary to bill Subscriber for applicable charge(s). For example, this Paragraph 15 typically applies to (i) Subscriber Devices not leased from NYSE or an authorized vendor, (ii) portable Subscriber Devices and Subscriber Devices that use portable components (e.g., software) to receive Market Data and (iii) Subscriber's receipt of Market Data through synthesized voice responses over telephones.
- (b) **REPORTING** - Subscriber shall furnish to NYSE in writing such information, in such form and at such times, as NYSE may reasonably specify from time to time to permit billing of Subscriber for applicable charge(s). However, if an authorized vendor provides Market Data to any Subscriber Device, Subscriber shall furnish information regarding the device to the vendor instead of NYSE unless NYSE notifies Subscriber otherwise in writing.
- (c) **RECORDS** - Subscriber shall maintain the records upon which it bases its reporting for two years following the period to which the records relate. Solely to monitor Subscriber's compliance with this Paragraph 15, authorized representatives of NYSE may examine and verify those records at any reasonable time in the presence of Subscriber's officials.
- (d) **EQUIPMENT DESCRIPTIONS** - Upon NYSE's written request, Subscriber shall provide NYSE with a description acceptable to NYSE of any Subscriber Equipment that an authorized vendor or an Authorizing SRO does not supply.
- (e) **INDEMNIFICATION** - Subscriber shall indemnify and hold harmless each Authorizing SRO from and against any liability, loss or damages caused by (i) any inaccuracy in or omission from, (ii) Subscriber's failure to furnish or to keep, or (iii) Subscriber's delay in furnishing or keeping, any report or record that this Paragraph 15 requires. Subscriber shall do so even if Subscriber depends on information from a third party and the third party caused the inaccuracy, omission, failure or delay. Without limiting the generality of the foregoing, if NYSE determines that, as a consequence of any such inaccuracy, omission, failure or delay, applicable Subscriber charges were not billed when incurred, Subscriber may be billed for those charges and Subscriber shall promptly pay those charges plus any applicable tax.

16. EQUIPMENT SUPPLIED BY AUTHORIZED SROS

- (a) **SCOPE: DEFINITION** This Paragraph 16 applies to Subscriber Equipment that one or more Authorizing SROs supply ("SRO Equipment").

- (b) **OWNERSHIP** - The Authorizing SRO(s) or their supplier(s) own SRO Equipment. Subscriber shall not relocate, remove or alter SRO Equipment, or attach to SRO Equipment any equipment other than authorized equipment that an authorized vendor supplies, without NYSE's written consent. Subscriber shall return SRO Equipment in the same condition as it was when installed except for normal wear and tear and for failures for which the Authorizing SROs are responsible under Paragraph 16(d).
- (c) **ACCESS TO PREMISES** - Subscriber shall assure that authorized representatives of the Authorizing SRO's and of their suppliers and service contractors may install, repair, maintain, relocate and replace SRO Equipment, and may remove any SRO Equipment that Subscriber no longer wants or to which it is no longer entitled, at any reasonable time.
- (d) **SITE PREPARATION AND MAINTENANCE** - Subscriber shall prepare the site for SRO Equipment in a manner acceptable to the Authorizing SROs and shall bear all costs of providing adequate space and power. The Authorizing SROs shall maintain SRO Equipment subject to applicable charges. Maintenance includes repair or replacement of failed SRO Equipment and parts as necessary. Extraordinary charges may apply if Subscriber caused the failure.
- (e) **WARRANTY AND SCOPE OF LIABILITY** - THE AUTHORIZING SROS PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Paragraph 16(d) sets forth the Authorizing SROs' entire liability for performance of SRO Equipment. The Authorizing SROs' liability to Subscriber for any liability, loss or damages relating to SRO Equipment other than for the cost of maintaining, repairing or replacing SRO Equipment, whether based in contract, in tort (including negligence and strict liability) or any other theory, shall in the aggregate not exceed the lesser of (i) \$1000 or (ii) the total charges to Subscriber under this Agreement for the period preceding the breach or injury. The foregoing limitations do not apply to personal injury claims. In no event shall any Authorizing SRO be liable (i) for any indirect, incidental, special, consequential or punitive liability, loss or damages relating to SRO Equipment, regardless of the form of the action and foreseeability of the liability, loss or damages, or (ii) for any liability, loss or damages due to any "force majeure" (see Paragraph 6) or for any other cause beyond the reasonable control of the Authorizing SRO.

ACCEPTED AND AGREED: I, the Subscriber to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the "I Agree" box below:

