



**CUSTOMER CONNECTION AGREEMENT**

This Agreement is made by and between CHICAGO MERCANTILE EXCHANGE INC., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A., (“CME”) and

\_\_\_\_\_ (“Customer”), at the following address:\_\_\_\_\_.

**BACKGROUND.** CME maintains and operates various electronic interfaces including but not limited to the CME Globex Platform, ClearPort, CME Direct, Front and End Clearing (collectively, "CME Interfaces"). CME is willing to perform certain services for and provide certain equipment to Customer to enable Customer to have access to and use of the CME Interfaces, subject to the terms and conditions of this Agreement. Customer wishes to obtain such services and equipment, if applicable, from CME, subject to the terms and conditions of this Agreement (“Agreement”).

This Agreement consists of the following Schedules, as applicable:

Customer Connection Terms and Conditions	Schedule 1
Access Request and Information Form	Schedule 2
CME Clearing Firm Administrator Request Form	Schedule 3
Deletions, Changes, Assignment and Transfers	Schedule 5
Clearing Firm Guarantee & Acknowledgement	Schedule 6
CME FirmSoft Access Request	Schedule 9
Cancel on Disconnect Request	Schedule 11
Drop Copy Service	Schedule 12

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement, which is effective as of the date this Agreement is accepted and executed by CME, as indicated below.

**CUSTOMER**

**CHICAGO MERCANTILE EXCHANGE INC.**

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

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

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

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

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

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

(Must be an authorized Officer)

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

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

(“Effective Date”)

**SCHEDULE 1  
TO CUSTOMER CONNECTION AGREEMENT**

**CUSTOMER CONNECTION TERMS AND CONDITIONS**

**1. DEFINITIONS.**

(a) "Clearing Firm" means an entity that, in accordance with CME Rules (or, if applicable, the Rules of a Participating Exchange), is authorized to clear trades entered by Customer or Customer Authorized Users into the CME Globex Platform, and that is a member in good standing of the CME (or, if applicable, a Participating Exchange's) Clearinghouse.

(b) "CME Access Method" means the manner in which Customer and any Customer Authorized Users access the CME Interfaces, as selected by Customer in the applicable Schedule.

(c) "CME Global Command Center" or "GCC" means the center in Chicago, Illinois and such other centers as shall from time to time be established by CME to support and control trading through the CME Globex Platform.

(d) "CME Globex Platform" means the CME Globex electronic trading system, including certain software licensed to CME by CME's licensors. For purposes of this Agreement, "CME Globex Platform" shall also be deemed to include any modification to the CME Globex Platform or any successor electronic trading platform on which the CME Products are traded.

(e) "CME Interface" means an interface to any of various electronic systems operated by CME, including without limitation the CME Globex Platform, CME Direct, ClearPort, and Front End Clearing.

(f) "CME Rules" means the rules, policies, and procedures of CME, as such rules are established and modified by CME from time to time. The CME Rules are posted at [www.cme.com](http://www.cme.com).

(g) "Customer Authorized User" means any user that accesses the CME Interfaces through the CME Access Method, including affiliates of Customers.

(h) "Customer Fees" means the fees payable by Customer to CME for access to the CME Interfaces, as set forth in the current CME fee schedules (copies of which are attached hereto as Exhibit A), and as such fees may be modified from time to time by CME in accordance with Section 4 of this Agreement.

(i) "Equipment" means, if applicable, the computer terminals, micro-computers, software programs, communications lines, routers, switches and other user interface devices used as part of the applicable CME Access Method. Equipment provided by

CME is "CME Equipment." Equipment provided by Customer is "Customer Equipment."

(j) "Information" has the meaning set forth in Section 7(i).

(k) "Installation Date" means, for the applicable Premises and for the Applicable CME Access Method, the date that CME or its designee completes network service acceptance testing.

(l) "Participating Exchange(s)" means those exchanges or exempt commercial markets whose Products may be traded on or through the CME Globex Platform.

(m) "Premises" means the location(s) where Customer has access to the CME Interfaces, including any back-up facility, through a CME Access Method as such locations are set forth in the applicable Schedules.

(n) "Products" means all contracts and other listed items that may be traded and cleared on or through the CME Globex Platform, CME Direct, ClearPort or any other CME Interface as determined by CME and any Participating Exchanges from time to time. With respect to CME or a particular Participating Exchange, "Products" shall mean only the contracts and other items of CME or such Participating Exchange traded and cleared on or through the CME Globex Platform, CME Direct, ClearPort or any other CME Interface.

(o) "Rules" means the CME Rules and the rules, policies, and procedures of any Participating Exchange, as amended from time to time, provided that to the extent that a contract is listed on a Participating Exchange, the Participating Exchange may determine that its rules shall exclusively apply.

**2. NATURE OF AGREEMENT.** Subject to all the terms and conditions set forth herein, CME hereby agrees to make the CME Interfaces, and, if applicable, clearing related data, available to Customer through the CME Access Method, as set forth in the applicable Schedules. Customer hereby agrees to acquire access to the CME Interfaces only through the CME Access Method. Customer further agrees to accept full responsibility for any transactions effected through the CME Access Method and for any use of the CME Interfaces made by Customer or Customer Authorized Users. Customer and CME each represent and warrant that they are fully authorized to enter into the Agreement.

**3. TERM OF AGREEMENT.** This Agreement has no pre-established expiration date and shall continue in effect for so long as CME provides the CME Interfaces as a service to

Customers, subject to earlier termination by either party as set forth herein.

**4. MODIFICATION OF AGREEMENT.** Except for the Termination provision in Section 10, CME may modify any of the terms and conditions generally applicable to Customers that are set forth in this Agreement, including any Customer Fees, by sending at least 30 days' prior written notice of the modification to Customer. CME's written notice of the change may be in the form of an e-mail addressed to the e-mail address of the business contact listed in Schedule 2 or 6. If Customer does not consent to the modification, Customer may terminate this Agreement by sending a written notice of termination to CME within 20 days of receiving notification of the modification; provided that if CME increases Customer Fees, Customer may terminate only with respect to the CME Access Method to which such fee increase relates. Any such termination will be effective as of the date on which the modification would have taken effect. CME may at any time decrease the Customer Fees or modify the CME Rules without notice.

**5. FEES, TAXES AND OTHER CHARGES.** Payment of Customer Fees commences on the Installation Date and is due either monthly or annually, depending on the type of network access requested, within 30 days following receipt of the invoice. Payments that are not received by CME within 45 days following invoice date will accrue interest at a rate of 1-½% per month, or the highest rate allowed by applicable law, whichever is lower. All payments shall be made in U.S. dollars. In addition to Customer Fees, Customer agrees to pay any applicable sales, use, value added, property, withholding or other taxes payable in respect of the CME Access Method or this Agreement, except taxes based on CME's net income.

**6. EQUIPMENT LEASING AND MAINTENANCE SERVICES.**

(a) With the exception of software programs, any CME Equipment shall be installed at the Premises by CME or a subcontractor appointed by CME, and shall be maintained only by CME or such subcontractor. Customer shall allow CME or its appointed subcontractor access to CME Equipment on reasonable notice for inspection, maintenance, repair, replacement, or removal. The frequency of maintenance services to be provided with respect to any such CME Equipment shall be determined in a commercially reasonable manner by CME. CME may at any time on reasonable notice change CME Equipment for similar equipment as long as there is no material adverse impact to Customer. Subject to the execution of the applicable Schedule, Customer shall not remove CME Equipment from the Premises or, after its installation, move CME Equipment within the Premises.

(b) Customer is financially responsible for any damage to CME Equipment incurred while CME Equipment is on the Premises,

unless such damage is caused by some defect in CME Equipment or normal wear and tear. Customer agrees to treat CME Equipment at all times with the care customarily accorded computer equipment in a business environment.

(c) CME Equipment at all times remains the personal property of CME, its licensors and/or subcontractors, regardless of the manner in which it is installed on the Premises, and at no time shall Customer allow CME Equipment to become subject to any liens, claims, or encumbrances.

(d) Customer shall not, without the prior written consent of CME, which shall not be unreasonably withheld, make any alteration, addition, or connection to CME Equipment or to the CME Interfaces.

**7. GENERAL CONDITIONS.** Access to and use of the CME Interfaces is provided on the following terms and conditions:

(a) Compliance By Customer Authorized Users. If Customer is trading the Products of an exempt commercial market, Customer represents and warrants that it is now, and will remain during the term of this Agreement, an "eligible commercial entity" within the meaning of Section 1a(18) of the Commodity Exchange Act, as may be amended from time to time. Customer will familiarize Customer's employees, agents and independent contractors with the obligations under this Agreement and will ensure that they receive training prior to such use or access. Customer shall cause all of its employees, agents and independent contractors who enter Information into, or otherwise access and use, the CME System through the CME Access Method to comply with all of the terms and conditions of this Agreement. Customer shall be responsible for the acts, omissions and all failures to comply with this Agreement of any Customer Authorized User, to the same extent that Customer would be liable under this Agreement for its own acts, omissions and failures to comply.

(b) Compliance With Rules. Transactions that take place on the CME Interfaces are subject to the Rules, as they relate to entering and executing transactions via the CME Interfaces and the rights and liabilities growing out of such transactions. Customer agrees at all times to comply and to be subject to, and to cause each Customer Authorized User to comply and to be subject to, the Rules, when entering and executing transactions via the CME Interfaces with respect to the Products of CME and any applicable Participating Exchange. In the event of a conflict between the provisions of this Agreement and the provisions in the applicable Rules, the Rules shall govern.

(c) Applicable Consents. Customer warrants and covenants that it has obtained, or, prior to the installation of any CME Access Method, will have obtained, and will maintain throughout the term of this Agreement, any and all consents and registrations required (i) to authorize Customer and/or Customer Authorized

Users to enter transactions into the CME Interfaces at the Premises, (ii) to connect to the CME Interfaces at the Premises, and (iii) to enable Customer to pay all Customer Fees and other charges payable to CME pursuant to this Agreement. Examples of entities from which consent may be required include, without limitation, banking and telecommunications authorities, governmental and self-regulatory bodies and other third parties such as landlords. Customer agrees to comply with any terms imposed by any such entity. Customer further represents and warrants that it shall comply, and shall require all Customer Authorized Users to comply, with all applicable laws pertaining to the use of the CME Interfaces and all transactions in connection therewith. Customer agrees to notify CME immediately if any consent required to be obtained pursuant to this Section 7 is withdrawn.

(d) Authorization From Participating Exchange. With respect to Products of a Participating Exchange, Customer shall be authorized to enter into transactions on the CME Interfaces via a CME Access Method only upon written authorization to CME by such Participating Exchange.

(e) Permitted Uses. Customer will use and permit use of the CME Interfaces only for soliciting and entering orders for itself and for persons for whom Customer is authorized to act, such as customers of Customer, for trades in the Products. Customer:

(i) will not use or permit the use of Information contained in or provided through the CME Interfaces for any illegal purpose; and

(ii) will use and permit the use of Information contained in or provided through the CME Interfaces only in the ordinary course of business at the Premises, which business shall not include (unless otherwise authorized by CME) re-dissemination of any part of the Information contained in or provided through the CME Interfaces, except as necessary and appropriate (including by oral means) to the solicitation and entry of orders for trades in the Products by authorized persons.

(f) CME Modifications. Customer acknowledges and agrees that CME may modify the CME Interfaces and any CME Access Method made available generally to Customers and may terminate any Information or service formerly supplied to Customers. CME shall provide Customer with prior notice of such modification or termination if practicable. If prior notice is not practicable, CME shall provide Customer with notice as soon as practicable after such modification or termination.

(g) No Contravening Contract. Customer warrants and covenants that this Agreement does not now and will not hereafter contravene or breach any contract or agreement, written or oral, in existence on the date hereof or which may come into existence hereafter to which Customer is or may become a party or by which it is or may hereafter be bound.

(h) Customer-Provided Items. Customer shall provide at its own cost all items required in connection with the CME Globex Access Method (other than CME Equipment or other materials supplied by CME) including, but not limited to, any necessary electrical outlets, inside wiring, cabling, telecommunications hubs, and power.

(i) Confidentiality. Customer acknowledges that the Information provided through the CME Interfaces as to (i) the identity, price, and quantity of orders and interests entered by other persons having access to the CME Interfaces and (ii) the database, software, programs, protocols, interfaces, displays and manuals, including the selection, arrangement, and sequencing of the contents thereof (collectively, the "Information") are trade secrets, proprietary to CME, the Participating Exchanges and their licensors, as to which copyright, database rights and patent rights of CME, the Participating Exchanges and their licensors may also exist. Customer agrees to keep such Information confidential, and to utilize such Information solely for its own trading activities and the trading activities of persons for whom Customer is authorized to act. Customer agrees that, as between Customer and CME, all copies and expressions of such Information, trade secrets, works, processes, and methods are the exclusive property of CME. All Information in the possession, custody, or control of Customer on the date of termination of this Agreement shall immediately be returned to CME (or at CME's option, destroyed and such destruction certified in writing), except for any such information retained for required legal or regulatory purposes. Except as otherwise permitted under Section 7(e), Customer shall not disclose, and shall use reasonable efforts not to permit the disclosure of, any part of such Information to any other person. The foregoing shall not apply to information which is publicly available, information which comes into the possession of Customer other than as a result of breach of this Agreement and information required by any legal or regulatory authority.

(j) Software Provided by CME. Any computer software and related documentation provided by CME to Customer is subject to additional terms and conditions, which are posted by CME at the secure access site for such software or otherwise made available to Customer by CME. CME will provide written notice of such additional terms and conditions to Customer and such notice may be in the form of an e-mail addressed to the e-mail address of the business contact listed in Schedule 2 or 6. If Customer does not consent to the modification, Customer may terminate this Agreement by sending a written notice of termination to CME within 20 days of receiving notification of the modification. Any such termination will be effective on the date on which the modification would have taken effect.

(k) Indemnification to CME. Customer hereby agrees that it shall indemnify and hold harmless CME, its affiliates, officers, directors, employees, agents, contractors and suppliers from any losses, damages, reasonable costs and expenses (including

reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Customer or any Customer Authorized User. CME will promptly notify Customer of any claim, action, suit or demand that may trigger Customer's obligations under this Section 7(k). Customer shall control the defense and settlement of any claim, action, suit or demand for which Customer is required to indemnify CME under this Section 7(k), but will not enter into any settlement without CME's prior written consent, which shall not be unreasonably withheld.

(l) Customer Confidential Information. CME agrees that the information provided to CME pursuant to this Agreement and the transactions contemplated thereby is confidential information relating to Customer's clients ("Confidential Information") and CME agrees that it shall keep in confidence the Confidential Information using the same standard of care it uses to keep its own Confidential Information private, but no less than a reasonable standard of care, and not use that Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement. CME agrees that it shall not sell or rent such Confidential Information to any third party under any circumstances. Notwithstanding the above, CME's compliance with any law or regulation or any court order or request by a regulatory body for the Confidential Information will not cause CME to be in breach of this section 7(l).

CME acknowledges that a breach of the confidentiality provisions of this Agreement will result in serious and irreparable harm to the Customer for which there is no adequate remedy at law. In the event of such a breach by CME, the Customer shall be entitled to any temporary or permanent injunctive or other equitable relief in addition to any monetary damages hereunder.

**8. CME NOT A PARTY. CUSTOMER UNDERSTANDS AND AGREES THAT CME IS ONLY A SUPPLIER OF ACCESS TO THE CME INTERFACES AND IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH THE CME INTERFACES. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE LIABILITY OF CME OR ANY PARTICIPATING EXCHANGE WITH RESPECT TO TRANSACTIONS ENTERED INTO THROUGH THE CME INTERFACES IS SUBJECT TO AND LIMITED BY THE RULES.**

CME DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTIES WITH RESPECT TO A HUB, THE CONNECTION TO THE CME INTERFACES, OR ANY SERVICES PERFORMED BY OR ON BEHALF OF CME PURSUANT TO THIS SCHEDULE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**9. LIMITED WARRANTY AND LIMITATION OF LIABILITY.** The CME Rules concerning liability and warranties (including without limitation CME Rules 578, 579 and any successor Rules thereto) are incorporated herein by this reference and apply with the same force and effect as if they were reproduced in their entirety in this Agreement. Those CME Rules set out the entire liability of CME to Customer. All other liability of CME under or in connection with this Agreement is excluded, except to the extent that it is not permitted to be excluded by applicable law.

**10. TERMINATION.**

(a) CME and/or its designee may terminate this Agreement at any time upon the occurrence of any of the events specified in subsections (i) through (x) of this Section 10. Such action shall in all events be without liability to CME as a consequence thereof. CME's right to take such action pursuant to subsections (i) and (ii) shall take effect thirty (30) days from notice by CME that the event listed in the relevant subsection has occurred, unless Customer cures such breach within such notice period. CME's right to take such action pursuant to subsections (iii) and (iv) shall take effect fifteen (15) days from notice by CME that the event listed in the relevant subsection has occurred. CME's right to take such action pursuant to subsections (v) – (x) shall be immediate and without prior notice by CME. Pursuant to the above provisions, CME may terminate this Agreement or suspend access to a CME Access Method if:

- i) any fees due hereunder from Customer to CME are past due;
- ii) Customer breaches any material obligation of this Agreement;
- iii) CME ceases to offer the CME Access Method in the Country(ies) in which the Premises are located;
- iv) any equipment or CME Access Method used by Customer to access the CME Interfaces is no longer approved by CME for Customer's use;
- v) Customer files a petition under the Federal Bankruptcy Act or any insolvency law, becomes insolvent or has an involuntary petition for bankruptcy filed against it;
- vi) Such termination is required by applicable law or regulation or Court order;
- vii) Customer ceases doing business as a going concern;
- viii) Such termination is provided by the Rules or by order of any applicable CME committee;
- ix) With respect to a Customer accessing the CME Interfaces through a Hub, any agreements between CME and third parties material to the

operation of a Hub are cancelled, revoked or rescinded through no fault of CME and CME is unable to negotiate other agreements upon reasonable terms and equivalent terms;

- x) With respect to a Customer accessing the CME Interfaces through a Hub, a determination by CME that the use of a Hub by Customer or a Customer Authorized User has or will cause a material market disruption.

(b) Customer may terminate this Agreement immediately upon written notice if CME breaches any material obligation of this Agreement and CME fails to remedy such breach within thirty (30) days following written notice specifying the breach.

(c) Customer may terminate this Agreement in its sole discretion upon ninety (90) days' prior written notice to CME.

(d) If Customer is not a CME Member, as defined in the Rules, CME may terminate this Agreement in its sole discretion upon ninety (90) days' prior written notice to Customer.

(e) In addition to Customer Fees incurred by Customer through the date of termination, Customer will be liable to CME for Customer Fees associated with the remainder of any minimum commitment period, as indicated on **Exhibit A**, per connection.

**11. SURVIVAL FOLLOWING TERMINATION.** The provisions of Sections 5, 6, 8, 9, 10, and 11-18 as well as all other disclaimers and indemnities in favor of CME and the Participating Exchanges shall survive the termination of this Agreement. Upon termination of this Agreement, Customer shall give CME or its appointed contractor access to CME Equipment and any other devices supplied by CME for purposes of their removal and shall otherwise cooperate in promptly returning all property of CME and terminating access to and use of the CME Interfaces and any CME Access Method.

**12. WAIVER OF COMPLIANCE.** Any failure of Customer, on the one hand, or CME, on the other, to comply with any obligation herein may be expressly waived in writing by the other party to this Agreement, but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**13. NOTICES.** Except as otherwise expressly provided in this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if and when delivered by hand or mailed, certified or registered mail with postage pre-paid, to the address of Customer or CME first set forth above, or to such other person or address as Customer or CME shall give notice pursuant to this Section 13.

**14. HEADINGS.** The headings of the sections of this Agreement are inserted for convenience only and shall not

constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

**15. ENTIRE AGREEMENT.** This Agreement, together with any Schedules pertaining hereto, as such may be amended from time to time pursuant hereto, shall constitute the entire agreement between CME and Customer respecting any CME Access Method, and shall supersede all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter. Except as set forth in Section 4, this Agreement may be amended only by a writing executed by both of the parties hereto, which shall not be in an electronic form. A facsimile copy of the signed Agreement shall be deemed as binding as the original document.

**16. ASSIGNMENT.** Subject to the execution of the applicable Schedule, this Agreement may not be assigned or transferred by Customer to any other person and any purported assignment or transfer is void and unenforceable. CME in its discretion may assign this Agreement in whole or in part at any time to any affiliate of CME. In such event Customer agrees that it will look only to such assignee and not to CME for the performance of any assigned obligations hereunder.

**17. NO THIRD PARTY BENEFICIARIES.** Each party hereto agrees that there are no third party beneficiaries of this Agreement, including, without limitation, the Customer Authorized Users.

**18. GOVERNING LAW; CONSENT TO JURISDICTION.**

(a) Governing Law. This Agreement shall be governed by the laws of the State of Illinois, and the Federal laws of the United States of America.

(b) Jurisdiction. Customer consents and agrees, and hereby submits, to the general and exclusive jurisdiction of the Federal and State courts in Chicago, Illinois, agrees to commence actions, suits, and proceedings ("Proceedings") only in such courts, and waives any objection to venue in any such jurisdiction in the event any action, suit, or proceeding is commenced in such courts under or with respect to any matters in connection with this Agreement. Nothing contained in this Section shall limit the right of CME to commence Proceedings against a non-US customer in any other court of competent jurisdiction in which such non-US customer is located. Nor shall the commencement of Proceedings by CME in one or more jurisdictions preclude the taking of Proceedings by CME in any other jurisdiction with respect to a non-US customer whether concurrently or not, to the extent permitted by the law of that other jurisdiction. Notwithstanding CME's commencement of Proceedings in a jurisdiction other than the Federal and State courts in Chicago, Illinois, this Agreement shall at all time continue to be governed by, and construed in accordance with, the laws of the State of Illinois and the Federal

laws of the United States of America. No action arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

(c) UK Data Protection Act 1998. To enable CME to perform under the Agreement, Customer will need to provide personal data to CME. All data provided by Customer will be kept secure and confidential and will only be used for the purpose of (1) processing and implementing the Agreement, and (2) complying with the rules and regulations of the Commodity Futures Trading Commission governing the trading of derivatives (futures and options on futures) unless the Customer consents to CME using it for another purpose. Such use may involve the transfer of this data outside the European Economic area. In storing and processing the Customer's data for purposes of the Agreement, CME will comply with the provisions of the Data Protection Act 1998, including the data protection principles set out in the Act. For more information please see CME's Privacy Statement, which may be found at [www.cmegroup.com](http://www.cmegroup.com).

**19. USE OF NAME.** Neither CME nor Customer nor any Customer Authorized User shall use the name of the other for advertising or publicity purposes without the prior written consent of the other.

**20. IP INDEMNIFICATION.** eSpeed, Inc. has obtained certain rights to U.S. Patent No. 4,903,201 (the "Patent"). CME has obtained a license from eSpeed for the Patent. Except as provided in this Agreement, CME shall defend, indemnify and hold harmless Customer, and its officers, directors, agents and employees, from and against damages, court costs and reasonable expenses incurred by Customer or damages, reasonable attorney's fees, court costs and expenses awarded against Customer relating to infringement of the Patent arising from Customer's use of the CME Globex Platform as authorized in this Agreement, *provided that* Customer has complied with all of its obligations under the Agreement *and*

*provided further that* the indemnification amount shall in no event exceed the Customer Fees paid by Customer to CME during the twelve (12) months prior to the date of a judgment or settlement of the claim ("Indemnification Limitation").

CME will select, retain and pay for counsel, and shall be responsible for payment of the costs and expenses of defending Customer and/or negotiating any settlement on behalf of Customer. CME may not settle a claim on behalf of Customer for any amount that exceeds the Indemnification Limitation unless (1) Customer consents in writing or (2) CME pays the amount in excess of the Indemnification Limitation itself. The indemnification provide under this Section shall be the sole and exclusive remedy of Customer against CME with respect to any claim against Customer relating to the Patent.

If Customer becomes aware of a claim against Customer for infringement of the Patent with respect to the CME Globex Platform, Customer will notify CME promptly (and in any event within forty-eight (48) hours) and shall tender to CME the defense of such claim. The notice from Customer shall identify with reasonable specificity the alleged basis of the claim, the alleged facts giving rise to the claim, if known, and alleged amount of the claim. In addition, Customer shall promptly transmit to CME any documents referring to or setting forth the claim.

Customer shall fully cooperate and assist CME in the defense by CME of such claim, including but not limited to attending depositions, providing access to any pertinent information, documents and personnel, and otherwise cooperating as reasonable required to defend such claim. Customer may, in its sole discretion and at its own expense, retain other counsel. However, in such event, there shall be no reimbursement by CME to Customer for any attorneys' fee, costs, expenses or other charges incurred by Customer in connection with the services provided by such other counsel, and the right to control the defense and/or settlement of such claims shall remain with CME.

**EXHIBIT A  
TO CUSTOMER CONNECTION AGREEMENT**

**CME Network Access Charges**

<b>CME LNet</b>	
Minimum commitment period per connection is 12 months	
<b>Bandwidth</b>	<b>Monthly Charge</b>
1 Gbps	\$8,000

<b>CME EConnect &amp; EConnect, Secaucus</b>	
Minimum commitment period per connection is 12 months	
<b>Bandwidth</b>	<b>Monthly Charge</b>
1 Gbps	\$4,000

<b>CME GLink</b>	
Minimum commitment period per connection is 12 months	
<b>Bandwidth</b>	<b>Monthly Charge</b>
10 Gbps	\$12,000
<b>CME GLink - One Time Charges</b>	
For upgrades and downgrades a one-time charge may apply.	
<b>Installation</b>	
\$2,000	

<b>Client INTERNETLink</b>	
Minimum commitment period per connection is 6 months.	
<b>Bandwidth</b>	<b>Monthly Charge</b>
0.5 Mbps increments	\$500

<b>CME Globex HUB ACCESS</b>
Minimum commitment period per connection is 12 months.
\$12,000/access per year

<b>CME NYDR VPN</b>
No Charge

<b>Drop Copy</b>
A \$500 monthly support fee per Drop Copy group will be charged. The fee will be waived for the Customer's first Drop Copy group.



**Please return completed documentation to:**

**CME Global Account Management – Americas**

20 S. Wacker Dr.

Chicago, IL 60606

Phone: +1 312 634 8700

Fax: +1 312 604 9451

[gamaccountmanagers@cmegroup.com](mailto:gamaccountmanagers@cmegroup.com)

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