

**SCHEDULE C  
TO DATA CENTER CONNECTION AGREEMENT**

**MARKET DATA REQUEST FORM**

This Schedule C is being executed pursuant to the Data Center Connection Agreement (the "Agreement") 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 \_\_\_\_\_ ("Data Center"). Any capitalized terms not defined herein shall have the meaning set forth in Schedule A of the Agreement.

Please review this entire Schedule and provide any applicable information where requested. Any changes to this Schedule after execution by CME and Data Center must be completed on a new Schedule C, to be executed by CME and Data Center.

**SECTION I: ALL DATA CENTERS**

**1. Definitions.**

- (a) "API" refers to application programming interface.
- (b) "Automated Trading System" ("ATS") means an electronic system or computer software that is programmed to generate and route orders into the CME Globex Platform without a specific human action involved in sending or verifying the orders.
- (c) "CME Globex<sup>®</sup> Data" means Market Data that consists primarily of all current bid and ask prices pertaining to futures contracts and options on futures contracts traded on or through the CME Globex Platform. CME may, from time to time, limit the number of bid and ask prices transmitted so that only a portion of all available prices are available for display.
- (d) "Device" means any unit of equipment or software application, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.
- (e) "Market Data" means certain information and data pertaining to Products and other financial instruments. By way of example and not limitation, Market Data may include opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages, and information respecting exchange-for-physical (EFP) and against actuals (AA) transactions.
- (f) "Permitted Recipient" means any Person who is authorized by a Clearing Firm to trade on the CME Globex Platform for a valid, active and capitalized account or for the purpose of executing orders, or is engaged in risk management or supervisory activities with the authority to modify individual orders or adjust credit controls for orders transmitted to or through the CME Globex Platform or are otherwise supporting Customer Authorized Users in an operational or risk management position.

- (g) “Person” means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.
- (h) “Pit-Traded Contracts Data” means Market Data that consists primarily of the highest reported bid price, lowest reported ask price, and last sale price pertaining to Products traded via the open outcry method on the CME trading floor or the trading floor of any Participating Exchange.

**2. Receipt of Market Data By Data Centers.**

To receive Market Data directly from CME, Data Center must select one or more of the following types of Market Data:

Pit-Traded Contracts:<sup>(a)</sup>

CME Globex Contracts:<sup>(b)</sup>

Pit-Traded Contracts Data

CME Globex Data

(a) Market Data for Pit-Traded Contracts: If Data Center selected Pit-Traded Contracts Data, Data Center must sign and deliver CME’s Information Distribution Agreement or relevant Participating Exchange’s information distribution agreement prior to receipt of the Market Data, and Data Center is subject to the fees, terms and conditions set forth therein.

(b) Market Data for CME Globex Contracts: If Data Center selected CME Globex Data, Data Center must select all of the following descriptions that accurately describe some or all of Data Center’s Customers:

1.  Data Center’s Customers are authorized to trade on the CME Globex Platform for a valid, active and capitalized account with a Clearing Firm guaranteeing trades submitted to the CME Globex Platform via the Data Center and the corresponding Customer applications receiving the Market Data are capable of electronically submitting orders to the CME Globex Platform via the Connection. Display of CME Globex Data for CME or Participating Exchange where Customer does not have the necessary permission with the Clearing Firm guaranteeing trades for that exchange will require signature of the CME Information Distribution Agreement or relevant Participating Exchange’s information distribution agreement. (See additional terms in Section II.)
2.  Data Center’s Customers are engaged in risk management or supervisory activities and are authorized to modify individual CME Globex orders or adjust credit controls for orders transmitted to or through the CME Globex Platform via the Connection. (See additional terms in Section II.)
3.  Neither of the foregoing descriptions applies to some or all of Data Center’s Customers. If Data Center checks this box, Data Center must sign and deliver CME’s Information Distribution Agreement or relevant Participating Exchange’s information distribution agreement prior to receipt of the Market

Data, and Data Center is subject to the fees, terms and conditions set forth therein.

**SECTION II: APPLIES TO DATA CENTERS ONLY WITH RESPECT TO  
CUSTOMERS DESCRIBED IN SECTIONS I.2(b)(1) AND (2) ABOVE**

1. **Grant of License.** During the term of the Agreement, CME hereby grants to Data Center, subject to the terms and conditions of the Agreement and this Schedule, a limited, non-exclusive, non-transferable, revocable license to receive CME Globex Data and provide such Market Data to Permitted Recipients.
  
2. **Receipt Of Market Data By Data Center.**
  - (a) Data Center acknowledges and agrees that CME and each Participating Exchange has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of CME and each Participating Exchange, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights to CME and each Participating Exchange (at least until CME or the respective Participating Exchange places or authorizes placement of its respective Market Data in the public domain), and that, but for this Schedule, Data Center would have no rights or access to such Market Data. Data Center must adopt and enforce policies reasonably designed to safeguard the Market Data from unauthorized access by any Person not permitted under this Schedule to receive the Market Data from Data Center.
  
  - (b) Data Center agrees that it will not furnish or distribute the Market Data to any Person except Customers who are Permitted Recipients. If any Permitted Recipients do not have Clearing Firm authorization to trade both CME's and Participating Exchanges' Products on the CME Globex Platform, Data Center must sign and deliver CME's Information Distribution Agreement or the relevant Participating Exchanges' information distribution agreement, as applicable, prior to receipt of Market Data. Prior to distributing Market Data to any Permitted Recipient, Data Center must provide to each Permitted Recipient the industry standard, then-current uniform notice regarding Market Data (a current copy of which is attached as Exhibit 1). Other than applicable charges published by CME, Data Center shall not represent to any Person that there are any CME-imposed charges in connection with the receipt of Market Data. Data Center agrees to abide by any other limitations on distribution that CME may specify from time to time.
  
  - (c) Data Center acknowledges and agrees that disclosure of any Market Data in violation of this Schedule, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to CME and each applicable Participating Exchange for which money damages alone would be an inadequate remedy. Accordingly, Data Center further acknowledges and agrees that CME and each Participating Exchange shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Schedule (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies that may be available.

3. **Right Of Inspection And Audit.** Upon CME's request, Data Center agrees to furnish promptly to CME or Participating Exchange any information or reports that are reasonably related to Data Center's receipt and use of Market Data. During regular business hours, any Persons designated by CME or Participating Exchange may have access to Data Center's offices or locations in order to observe the use made of the Market Data and to inspect any Devices, as well as any books and records CME or Participating Exchange reasonably requests to be furnished by Data Center ("Audit"). If, as a result of such Audit, CME or Participating Exchange determines that Data Center failed to remit any fees that should have been remitted, then Data Center will pay the full amount of such unremitted fees (including interest thereon at the rate of 1½% per month), plus, if the unremitted fees exceed 5% of the total fees that should have been remitted, the reasonable costs incurred by CME or Participating Exchange in performing the Audit.

4. **Reporting Requirements**

(a) Data Center agrees to provide to CME, for each calendar quarter or more often at CME's request ("Reporting Period"), a complete and accurate report ("Subscriber Report"), which contains the following information:

(i) The total number of Devices, including ATS Devices, attributable to Permitted Recipients during the Reporting Period, in addition to the name of the entity associated with the Device, the entity type (e.g., a proprietary trading group or a bank), address (including street, city, state and country) and the total number of Devices at each location;

(ii) The total number of Customer APIs provided to clients during the Reporting Period.

The information required herein shall be submitted within thirty (30) days after the end of each calendar quarter. Data Center's reports shall be submitted in electronic form as required by CME. Data Center shall make all reasonable efforts to ensure that the information required by this Section 4 is complete and accurate.

(b) If Data Center is unable to fulfill its reporting obligations in this Section 4 due to non-cooperation of Permitted Recipients or API customers, then Data Center must terminate Market Data access to such Permitted Recipients or API customers within six months of the end of the Reporting Period during which such information was required.

5. **Exchange Fees.** Any fees required to be paid by Data Center hereunder for the right to receive Market Data shall be paid in accordance with the then-current fee schedule published by CME or Participating Exchange from time to time (including any and all applicable federal, state or local taxes). Fees are subject to modification at any time, with reasonable notice to Data Center.

6. **Representations and Warranties of Data Center.** Data Center represents and warrants that it will not use or permit the use of Market Data for any illegal purpose.

7. **Term And Termination.**

(a) The provision of Market Data hereunder will continue in force during the term of the Agreement unless earlier terminated in accordance with this Schedule.

- (b) CME and/or its designee may cease to provide the Market Data to Data Center at any time upon the occurrence of any of the events specified in subsections (i) through (vii) of this Section 7(b). 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 Data Center cures such breach within such notice period. CME's right to take such action pursuant to subsections (iii) – (vii) shall be immediate and without prior notice by CME.
- (i) After notice from CME that any fees due hereunder to CME are past due and Data Center fails to pay such fees within thirty (30) days of notice by CME.
  - (ii) Other than a breach of Section II.2. of this Schedule C, Data Center breaches any material obligation of this Agreement.
  - (iii) Any agreement(s) between CME and third parties material to the provision of Market Data are cancelled, revoked or rescinded through no fault of CME and CME is unable to negotiate other agreement(s) upon reasonable and equivalent terms; provided, however, that as a consequence of such cancellation, revocation or rescission, CME shall be authorized to terminate this Agreement only insofar as CME's performance under this Agreement is dependent on such cancelled, revoked or rescinded third party agreements(s). Upon terminations, CME shall refund a proportionate part of the fees already paid for the Market Data which has been terminated and had not yet been provided by CME.
  - (iv) CME ceases to offer Market Data to the class of customers to which Customer belongs, or in the country or smaller region where Customer accesses Market Data.
  - (v) A determination by CME that the use of the Market Data by Data Center or any Customers has or will cause a material market disruption to CME or otherwise have a negative impact on CME's rights or revenues in such Market Data.
  - (vi) Data Center ceases doing business as a going concern or files a petition in a Federal Bankruptcy Court or has an involuntary bankruptcy petition filed against it.
  - (vii) Such termination is provided by the CME Rules or by order of any applicable CME committee.
- (c) Notwithstanding any provisions to the contrary in this Schedule C, CME may change or eliminate the transmission method, speed or signal characteristics associated with Market Data upon reasonable notice to Data Center.

8. **Indemnification.** Data Center will indemnify CME and the Participating Exchanges, including their officers, directors, members, employees, agents, and licensors, against all losses, claims, damages, expenses or costs (including reasonable attorneys' fees) that CME and any Participating Exchange has incurred or paid to any third party arising from (a) access to or use of Market Data by Data Center or any Person to whom Data Center has distributed

or furnished Market Data, except where the losses or claims arise from willful misconduct on the part of CME or its officers; or (b) a breach of any of the representations, warranties, agreements or covenants under this Schedule by Data Center. CME shall promptly notify Data Center in writing of any such losses, claims, damages, expenses or costs and Data Center shall have sole control of the settlement and defense of any action to which this indemnity relates. CME shall cooperate with Data Center to facilitate any such defense.

9. **Miscellaneous.** In case of any breach by Data Center of its obligations hereunder, each of the Participating Exchanges will be considered to be a third-party beneficiary of this Schedule and may bring an action to enforce its terms directly against Data Center. In the event of any conflict between the terms and conditions of this Schedule and any other agreement relating to Data Center's receipt and use of Market Data obtained via the Connection, the terms and conditions of this Schedule will prevail. The provisions set forth in Sections 3, 8, and 9 of this Section II shall survive the termination of this Schedule.

**SECTION III: ALL DATA CENTERS**

Data Center and CME have caused this Schedule C to be executed by their authorized representatives, to be effective as of the date executed by CME.

**DATA CENTER**

**CHICAGO MERCANTILE  
EXCHANGE INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_  
(Must be an Officer of Data Center)

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

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

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

**Please return completed documentation to:**

CME Globex Account Management  
20 S Wacker Dr., 9 North  
Chicago, IL 60606  
Phone: 312.634.8700  
Fax: 312.634.1568

Mark Vogel, CME European Office  
33 Cannon Street  
London EC4M 5SB  
Phone: +44 (0)20 7796 7100  
Fax: +44 (0)20 7796 7110

Kwong Cheng, CME Asia Office  
Level 39, One Exchange Square  
8 Connaught Place  
Central Hong Kong  
Phone: +852 3101 7696  
Fax: +852 3101 7698

## **EXHIBIT 1**

### **UNIFORM NOTIFICATION REGARDING ACCESS TO MARKET DATA**

As a market user you may obtain access to Market Data available through an electronic trading system, software or device that is provided or made available to you by a broker or an affiliate of such. Market Data may include, with respect to products of an exchange (“Exchange”) or the products of third party participating exchanges that are traded on or through the Exchange’s electronic trading platform (“Participating Exchange”), but is not limited to, “real time” or delayed market prices, opening and closing prices and ranges, high-low prices, settlement prices, estimated and actual volume information, bids or offers and the applicable sizes and numbers of such bids or offers.

You are hereby notified that Market Data constitutes valuable confidential information that is the exclusive proprietary property of the applicable exchange, and is not within the public domain. Such Market Data may only be used for your firm’s internal use. You may not, without the written authorization of the applicable exchange, redistribute, sell, license, retransmit or otherwise provide Market Data, internally or externally and in any format by electronic or other means, including, but not limited to the Internet. Further, you may not, without the written authorization of the applicable exchange, use Exchange Market Data for purposes of determining any price, including any settlement price, for any futures product, options on futures product, or other derivatives instrument traded on any exchange other than an Exchange or a Participating Exchange; or in constructing or calculating the value of any index or indexed product. Additionally, you agree you will not, and will not permit any other individual or entity to, (i) use Exchange Market Data in any way so as to compete with an Exchange or to assist or allow a third party to compete with an Exchange; or (ii) use that portion of Exchange Market Data which relates to any product of a Participating Exchange in any way so as to compete with that Participating Exchange or to assist or allow a third party to compete with such Participating Exchange.

You must provide upon request of the broker through which your firm has obtained access to Market Data, or the applicable exchange, information demonstrating your firm’s use of the Market Data in accordance with this Notification. Each applicable exchange reserves the right to terminate a market user’s access to Market Data for any reason. You also agree that you will cooperate with an exchange and permit an exchange reasonable access to your premises should an exchange wish to conduct an audit or review connected to the distribution of Market Data.

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THE DESIGNATED MARKET DATA, MARKET INFORMATION OR OTHER INFORMATION FURNISHED NOR THAT THE MARKET DATA HAVE BEEN VERIFIED. YOU AGREE THAT THE MARKET DATA AND OTHER INFORMATION PROVIDED IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY.

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY LOSSES, DAMAGES, CLAIMS, PENALTIES, COSTS OR EXPENSES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THE MARKET DATA IN ANY WAY, INCLUDING BUT NOT LIMITED TO ANY DELAY, INACCURACIES, ERRORS OR OMISSIONS IN THE MARKET DATA OR IN THE TRANSMISSION THEREOF OR FOR NONPERFORMANCE, DISCONTINUANCE, TERMINATION OR INTERRUPTION OF SERVICE OR FOR ANY DAMAGES ARISING THEREFROM OR OCCASIONED THEREBY, DUE TO ANY CAUSE WHATSOEVER, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED

INVALID OR INEFFECTIVE, NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY EVENT, INCLUDING THEIR OWN NEGLIGENCE, BEYOND THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE AMOUNT OF THE MONTHLY FEE PAID BY YOU TO BROKER, WHICHEVER IS LESS. YOU AGREE THAT NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER NOR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR COSTS OF LOST OR DAMAGED DATA.