

**CHICAGO MERCANTILE EXCHANGE INC.**

**Information Distribution License Agreement**

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## Information Distribution License Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_ between Chicago Mercantile Exchange Inc. (“CME”), a Delaware corporation with its principle place of business at 20 S. Wacker Drive, Chicago, Illinois 60606, U.S.A., and \_\_\_\_\_ (the “Distributor”), at the following address: \_\_\_\_\_.

In consideration of the promises and covenants described below, the parties agree as follows:

### 1. Definitions

“Access Method” means the manner in which Distributor accesses the Market Data Platform, as selected by Distributor in Schedule 6.

“Affiliated Companies” means the Subsidiaries of Distributor, as listed on Schedule 3. Affiliated Companies identified on Schedule 3 may be amended by Distributor from time to time on written notice to CME. However, CME may, in its sole discretion (not to be exercised unreasonably), reject any addition to Affiliated Companies identified in Schedule 3 by providing Distributor notice of such rejection within 10 days of receipt of Distributor’s written notice proposing such addition.

“Agreement” means this Information Distribution License Agreement, together with the Schedules attached hereto, as they may be amended from time to time in accordance with this Agreement.

“Calendar Quarter Day” means January 1, April 1, July 1 or October 1 of any year.

“Commencement Date” means the date set forth above.

“Day” means a calendar day.

“Delayed Information” means Information displayed more than 10 minutes after initial transmission by CME.

“Distributor's Group” means Distributor, Affiliated Companies and Service Facilitators.

“Enterprise Distribution License” means a license in which there is a direct reporting and billing relationship between CME and a Subscriber, rather than Distributor.

“Equipment” means, if applicable, CME’s computer terminals, micro-computers, software programs, communications lines, routers, switches and other user interface devices used as part of the applicable Access Method.

“Fees” means the fees for (i) Information that are set forth in Schedule 5 and amended by CME from time to time in accordance with this Agreement, and (ii) the Access Method, if applicable, that are set forth in Schedule 6, as amended from time to time by third party providers.

“Holding Company” means the company that directly or indirectly owns at least 50% of Subsidiary’s issued share capital and exercises effective control.

“Information” means the market prices, volumes and other information as transmitted and described in Schedule 1. Information also includes any element of Information as stored, processed and/or distributed by Distributor or third parties under license from CME or Distributor.

“Information Source” means source of Information listed on Schedule 1. Information sources other than CME have licensed CME to make information available under this Agreement.

“Intellectual Property Rights” means patents, trade marks, service marks, trade and service names, copyrights, topography rights, database rights and design rights, trade secrets and other intellectual property rights, whether or not they are registered, anywhere in the world.

“Internal Controls” means the systems, rules, procedures, authorizations and policies which, taken together and to the satisfaction of CME: (1) record and identify all authorized access to Information, and (2) prevent any unauthorized access to Information, or identify and record unauthorized access and facilitate appropriate action. Throughout the term of this Agreement or the relevant period (if longer), Distributor must maintain auditable evidence of the operation of the Internal Controls.

“Market Data Platform” means CME’s dual-feed multicast market data dissemination system.

“Market Data Policies” means the policies of CME applicable to Information as described on [www.cme.com](http://www.cme.com) and amended by CME from time to time in accordance with this Agreement. A current copy of the Market Data Policies is attached hereto as Schedule 4. In the event of a conflict between a provision of this Agreement and any provision of the Market Data Policies, the Market Data Policies shall control.

“Media Publication” means any Service that redistributes Information in any form or medium for the purpose of Media Redistribution as defined by the Market Data Policies.

“Personal Data” means personal data relating to Users or prospective Users of Information, as described in Market Data Policies.

“Premises” means the location(s) where Distributor has access to the Market Data Platform.

“Real Time Information” means Information that is displayed 10 minutes or less after initial transmission by CME.

“Service” means any service provided by a member of Distributor’s Group that includes Information in any form.

“Service Facilitator” means a third party authorized by CME to receive, pursuant to the criteria set forth in Schedule 4, Information from Distributor or Affiliated Companies for the sole purpose of facilitating dissemination of Information in Distributor’s Service in accordance with this Agreement. Authorized Service Facilitators are listed in Schedule 3.

“Subscriber” means (1) any party, other than a Subvendor or Service Facilitator, receiving Information from any member of Distributor’s Group, under the terms of a Subscriber Agreement, and (2) any member of Subscriber’s Group receiving Information in accordance with this Agreement and the Subscriber Agreement.

“Subscriber Agreement” means (1) a written agreement between each member of Subscriber’s Group and any member of Distributor’s Group for receipt and use of Information by any member of Subscriber’s Group in accordance with this Agreement, or (2) if CME exercises its rights under Clause 6.4, a written agreement between each member of Subscriber’s Group and CME for receipt of Information and use by Subscriber or any

member of Subscriber’s Group in accordance with this Agreement.

“Subscriber’s Group” means Subscriber and any related entities that Subscriber controls, is controlled by, or is under common control with, and who receive Information directly or indirectly from Distributor under the terms of a Subscriber Agreement. Subscribers may not redistribute Information (or derivative works based on or using Information) to third parties in any manner.

“Subsidiary” means a company in which the Holding Company or Distributor directly or indirectly owns more than 50% of the issued share capital and exercises effective control.

“Subvendor” means a party who has entered into an agreement with CME, whereby it is authorized to receive, use and distribute Information received from a Vendor or Subvendor in accordance with an agreement similar in substance to this Agreement. Subvendors may not distribute Information to any third party who is not a Subscriber, Subvendor or Service Facilitator.

“Unit of Count” means a unit of count accepted by CME in accordance with Market Data Policies.

“User” means a natural person authorized by a member of Subscriber’s Group to receive and use Information, subject to the terms and conditions of the Subscriber Agreement. Distributors shall cause each member of Subscriber’s Group to accept responsibility for the acts of its Users with respect to Information.

“Vendor” means any party who has entered into an agreement with CME, whereby it is authorized to receive, use and distribute Information in accordance with an agreement similar in substance to this Agreement. Vendors receive Information directly from CME. Vendors may not distribute Information to any third party who is not a Subscriber, Subvendor or Service Facilitator.

## **2. Grant and Acceptance of License**

2.1. During the term of this Agreement, CME hereby grants to Distributor’s Group, subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable license to receive Information and to use Information for its own internal purposes and to distribute Information to Subscribers and Subvendors, subject to the terms of this Agreement.

2.2. Distributor accepts the terms and conditions of this Agreement on behalf of Distributor's Group and accepts full responsibility for performance by all members of Distributor's Group of obligations under this Agreement. Distributor shall cause all members of Distributor's Group to comply with the terms and conditions of this Agreement.

### **3. Intellectual Property Rights**

3.1. Distributor's Group acknowledges and agrees that CME and CME's licensors hold all right, title and interest in and to Information and the Intellectual Property Rights in Information and in the format in which CME transmits Information. Distributor's Group agrees that the Intellectual Property Rights of CME and its licensors are not transferred, assigned or affected in any way as a result of this Agreement.

3.2. Distributor's Group will, at CME's request and expense take all reasonable steps, such as execution of written documents or cooperation in litigation both during and after the term of this Agreement, as are necessary for the protection and enforcement of the Intellectual Property Rights of CME and the licensors.

3.3. Subject to Clause 3.1 above, all Intellectual Property Rights of any member of Distributor's Group subsisting in or relating to:

(a) a Service that may include Information (as processed by any member of Distributor's Group in accordance with this Agreement); and

(b) any collection, compilation or other original work in which Information is included in a manner permitted by this Agreement, which is created by or on behalf of any member of Distributor's Group, will remain vested exclusively in the relevant member of Distributor's Group, as applicable.

### **4. Distributor's Receipt of Information**

4.1. Schedule 2 identifies whether Distributor is a Vendor or a Subvendor or both. If Distributor is a Vendor, Distributor is licensed to receive Information directly from the relevant Information Source(s). If Distributor is a Subvendor, Distributor is licensed to receive Information from the Vendor(s) and Subvendor(s) specified in Schedule 2 of this Agreement. Distributor must obtain prior permission from CME to receive Information from any other source for the purpose of distribution in accordance with this Agreement.

4.2. Each member of Distributor's Group shall be responsible at its own expense for the installation, operation and maintenance of any telecommunication lines, equipment and software (in accordance with specifications provided by Information Sources from time to time) necessary to enable it to receive and use Information.

4.3. If Distributor is using CME's Equipment for the Access Method, the following additional terms apply:

(a) Equipment shall be procured and installed at the Premises specified on Schedule 2 by CME or a subcontractor appointed by CME, and shall be maintained only by CME or such subcontractor. Distributor shall complete any reasonable documentation CME requests with respect to the acquisition and use of Equipment, in addition to Schedule 6. Distributor shall allow CME or its appointed subcontractor access to Equipment on reasonable notice for inspection, maintenance, repair, replacement, or removal. The frequency of maintenance services to be provided with respect to any such Equipment shall be determined by CME. CME may at any time on reasonable notice change Equipment for similar equipment as long as there is no materially adverse impact to Distributor. Distributor shall not remove Equipment from the Premises specified on Schedule 2 or, after its installation, move Equipment within such Premises, without CME's prior written consent;

(b) Distributor shall be financially responsible for any damage to Equipment incurred while Equipment is on Distributor's Premises, unless such damage is caused by some defect in Equipment or normal wear and tear. Distributor agrees to insure Equipment against theft, fire, water and other damage and agrees to treat Equipment at all times with the care customarily accorded computer equipment in a business environment;

(c) 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 any member of Distributor's Group allow Equipment to become subject to any liens, claims, or encumbrances;

(d) Distributor's Group agrees that CME shall not be responsible for any impact on the ability of Distributor's Group to receive Information resulting from any alteration, addition, or connection to Equipment made without CME's prior written consent.

4.4. CME or its licensors may add or delete Information depending on operational

requirements. CME will use commercially reasonable efforts to provide advance notice of changes to Information. CME will use commercially reasonable efforts to give Distributor ninety (90) days' prior written notice before making any material changes in the speed, signal characteristics or operational requirements described in technical notices issued by CME, unless a malfunction, emergency or regulatory requirement precludes such notice. Distributor shall bear the responsibility and expense of making any resultant changes to the Service.

4.5. If Distributor has reason to believe any addition or deletion of Information or change in the relevant technical specifications significantly alters the nature of Information or materially reduces its quality, Distributor may terminate this Agreement without liability upon written notice. Written notice of any such termination by Distributor must be provided to CME within thirty (30) Days of the date of the alteration or deletion.

4.6. Each party shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order, telecommunications provider and/or regulatory authority in connection with access to, use, storage and transmission of Information.

## **5. Distributor's Use of Information**

5.1. For purposes of this Clause 5, the expression "to use and distribute" means to use, store, process and reformat Information and to distribute Information in the Service(s) to Subscribers or Subvendors.

5.2. Distributor Group's use and distribution of Information shall comply with the limitations described in Schedule 4 of this Agreement.

5.3. Distributor's Group may process Information with or without other data for the purpose of creating and distributing new original works, provided that

(a) any works so created that display, represent or recreate any item of Information will be regarded as Services incorporating Information for the purposes of this Agreement and will be subject to applicable fees, and

(b) Distributor's Group must obtain prior written permission from CME before using any element of Information to create or recalculate indices or any original work that does not include, display or recreate Information.

CME may at its sole discretion deny permission or apply License Fees (as defined in the Fee Schedule) for the right to create or recalculate indices or any other work from Information, for use in services that are not subject to Real Time Information Fees (as defined in the Fee Schedule).

5.4. Distributor shall ensure that all use of Real Time Information by members of Distributor's Group, except for Media Redistribution as specified in Clause 5.10 below, is identified to CME and measured by Distributor using an approved Unit of Count and is subject to effective Internal Controls.

5.5. Distributor shall ensure that members of Distributor's Group do not misrepresent Information or display or distribute Information in any way that may create a false or misleading impression as to the origin or value of any item of Information. In particular and with respect to any and all use of Information by Distributor's Group as authorized hereunder, Distributor's Group shall:

(a) credit CME and its licensors as the source(s) of Information, using the following legend or such other legend as CME may provide: "The market data is the property of Chicago Mercantile Exchange Inc. and its licensors. All rights reserved."

(b) not deface or remove any trademarks or other proprietary notices transmitted with Information,

(c) ensure that Delayed Information is clearly labeled as such and the period of delay noted in all Services incorporating Delayed Information,

(d) comply with such other reasonable Information display requirements as CME may issue to all Distributors.

5.6. Distributor's Group shall not use Information for any illegal purpose.

5.7. No member of Distributor's Group may distribute Information to any party other than a Subscriber or Subvendor without prior consent of CME. Any such distribution permitted by CME must comply with the terms and conditions of this Agreement. Distributor shall promptly notify CME in writing of any third party that desires to become a Subvendor of any member of Distributor's Group. Prior to release of Information to a Subvendor, members of Distributor's Group are required to obtain written confirmation from CME that the Information

recipient has executed the appropriate agreement with CME. If a member of Distributor's Group releases Information to a Subvendor prior to obtaining such written confirmation, Distributor will be responsible for paying CME all fees that otherwise would have been remitted by the Subvendor directly to CME. Distributor shall notify CME in writing in advance of any Subvendor of any member of Distributor's Group that ceases to serve as a Subvendor for such member of Distributor's Group.

5.8. Distributor shall use all reasonable efforts to co-operate with and assist CME in preventing, or identifying and ending, any unauthorized receipt, display, redistribution or use of Information by any person from Distributor's Group. Distributor shall promptly notify CME of any such unauthorized receipt, display or redistribution of Information known to Distributor.

5.9. Distributor's Group may distribute Delayed or End of Day Information without requiring Subscriber to execute a Subscriber Agreement. The redistributed Delayed Information must be accompanied by a notice or display requiring all recipients to recognize and agree that their use of Delayed Information is subject to the following:

(a) the Delayed Information is for the recipient's own personal use and may not be redistributed without permission of CME, which may depend on execution of an agreement and payment of the applicable fee;

(b) CME and its licensors reserve all Intellectual Property Rights to Information;

(c) CME disclaims all liability for Information and use thereof, and any and all losses, damages or claims arising from use of Information;

(d) CME may suspend or terminate receipt or display of Information by any party if CME has reason to believe Information is being misused or misrepresented.

5.10. Distributor's Group may include Real Time Information in a Media Publication subject to prior approval of CME, payment of the applicable Media Redistribution License Fee, and the conditions for Media Redistribution set out in the Market Data Policies. CME reserves all rights to determine whether any proposed distribution of Information by Distributor's Group constitutes a Media Publication.

5.11. Distributor's Group may include limited extracts of Delayed Information on an

occasional basis in written or oral communications with third parties, including bona fide news reports, provided that these communications do not involve the regular or systematic distribution, display or processing of Information. CME reserves all rights to determine whether communications including Information qualify as limited extracts for the purpose of this Agreement. CME reserves the right to regard as unauthorized redistribution of Information any communication of Information that in CME's view does not meet the conditions of this Clause 5.11.

5.12. Upon CME's request, Distributor will provide CME with a set of product brochures related to any Services incorporating Information and/or access to any such Service free of charge for a maximum of five authorized users.

5.13. Any use or distribution of Information by members of Distributor's Group not specified in this Clause 5 is not authorized under this Agreement and requires a separate written agreement of CME.

5.14. Distributor will cease all distribution of Information by members of Distributor's Group to any Subscriber, Subvendor or member of Distributor's Group immediately upon receipt of written direction of CME or on the date specified by a written direction of CME. This obligation survives termination of this Agreement.

## **6. Subscriber's Use of Information**

6.1. Distributor's Group shall ensure, and Subscriber Agreements shall provide, that (a) Subscriber's use of Information complies with the terms and conditions in the Market Data Policies, and (b) Subscriber shall be responsible for the use of Information by Users and any member of Subscriber's Group, and shall cause the same to comply with the terms of the Subscriber Agreement.

6.2. Distributor's Group agrees to collect and hold Personal Data from Subscribers and prospective Subscribers only as required to satisfy obligations under this Agreement or as directed by CME. All Personal Data must be held as confidential information and in accordance with CME's Market Data Policies. Distributor's Group agrees to provide, correct and/or delete Personal Data within 10 Days of a request from CME to do so.

6.3. Distributor is entirely responsible for ensuring that terms and conditions relating to

the use of Information by Subscriber comply with all applicable laws and regulations and the terms and conditions of this Agreement.

6.4. CME reserves the right to enter into a direct Subscriber Agreement with any party for receipt of Information from any member of Distributor's Group. CME shall notify Distributor if CME exercises its rights under this Clause 6.4 with respect to a Subscriber of any member of Distributor's Group.

## **7. Fees, Reporting, Billing and Payment**

7.1. For itself and all other members of Distributor's Group, Distributor shall pay to CME the applicable Fees detailed in the Fee Schedule, net of any applicable taxes (e.g. sales, distribution or use taxes). Fees for Information must be calculated in accordance with the Market Data Policies. Distributor shall pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than taxes on CME's net income.

7.2. CME may change the fees specified in the Fee Schedule (a) at the end of each 12-month period of the Term for Distributors who purchase an Enterprise Distribution License; and (b) upon a minimum of ninety (90) Days' written notice for all other Vendors.

7.3. Within thirty (30) Days following the end of each calendar month, Distributor shall report to CME on the use and distribution of Real Time Information during such calendar month and its calculations of the related amounts due to CME in accordance with the Market Data Policies. CME shall keep all information provided by Distributor confidential.

7.4. Distributor shall pay all fees, charges and other sums due to CME within thirty (30) Days after the date of invoice issued by CME. CME reserves the right to issue electronic invoices in lieu of paper invoices.

7.5. CME reserves the right to charge interest on overdue payments at the rate of 1.5% per month or the maximum permitted by law, whichever is lower, calculated on a daily basis from the due date of payment.

7.6. If Distributor terminates this Agreement for any reason any pre-paid fees or charges will be retained by CME.

7.7. In addition, Distributor will be liable to CME for Access Method fees associated with

the remainder of any minimum commitment period, as indicated on Schedule 6, per connection.

7.8. All payments due to CME shall be made in United States Dollars (or other currency as agreed by CME), to CME's address or to such other address as CME shall specify in writing from time to time.

7.9. Members of Distributor's Group shall be free to establish and alter the prices they charge to Subscribers for the supply of Information and of their Service(s), provided that such prices do not misrepresent Fees charged by CME to Distributor in accordance with this Agreement.

## **8. Maintenance of Records, Audit**

8.1. Members of Distributor's Group shall keep complete, accurate and up-to-date records and books of account relating to use and distribution of Information and related Internal Controls.

8.2. CME or its authorized representatives may, on sixty (60) Days' notice, inspect all equipment and records relating to the use, distribution, control and billing of Information, in order to verify the accuracy of reports and compliance by members of Distributor's Group and Subscribers. Audits may be carried out without advance notice if CME has reason to suspect material breach by members of Distributor's Group and/or Subscribers. Visits may take place within normal business hours during the term of this Agreement and for a period of two (2) years afterwards. CME and its authorized representatives shall treat all information obtained in the audit confidentially and use it only for the purpose of verifying compliance with this Agreement.

8.3. Distributor will pay any outstanding Fees or charges revealed by an audit within thirty (30) Days of receipt of an invoice from CME.

8.4. In the event that an audit or other investigation by CME reveals a lack of records or failure of Internal Controls, but the amount of under-reported Fees and charges cannot be established with reasonable certainty or agreed between the parties, CME may appoint an independent professional auditor to assess the amount owed to CME. CME and Distributor agree to accept the assessment and/or reasonable estimate of the appointed independent professional auditor.

8.5. If an audit reveals an underpayment of more than 5% of the total Fees paid by Distributor for the 365-Day period preceding the discovery of the errors, Distributor shall bear the reasonable costs and expenses of the audit, including the cost of any assessment or estimate provided by an independent professional auditor in accordance with Clause 8.4 above.

## **9. Warranties and Indemnities/Limitation of Liability**

9.1. CME represents, warrants and covenants that it has the right to supply Information for the purposes specified in this Agreement.

9.2. Neither CME nor its officers, directors, members, employees, agents, consultants or licensors shall be liable for any delay, inaccuracy, error or omission of any kind in Information or for any resulting loss or damage. In addition, neither CME nor its officers, directors, members, employees, agents, consultants or licensors shall have any liability for losses arising from unauthorized access to Information or any other misuse of Information.

9.3. DISTRIBUTOR ACCEPTS FULL RESPONSIBILITY FOR THE USEFULNESS OF INFORMATION AS INCORPORATED IN THE SERVICE. DISTRIBUTOR EXPRESSLY ACKNOWLEDGES THAT NEITHER CME NOR ANY LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED IN THIS SECTION 9 AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE, OR ERROR-FREE SERVICE, OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF INFORMATION.

9.4. Distributor warrants that it has the authority to bind and obligate all members of Distributor's Group to comply with the terms and conditions of this Agreement.

9.5. Distributor will indemnify CME, its officers, directors, members, employees, agents, consultants and licensors against all losses, claims, damages, expenses or costs (including reasonable attorneys' fees) which CME has incurred or paid to any third party arising from (a) access to or use of Information by Distributor

or Distributor's Subscribers, 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 Agreement by any member of Distributor's Group.

CME shall promptly notify Distributor in writing of any such losses, claims, damages, expenses or costs and Distributor shall have sole control of the settlement and defense of any action to which this indemnity relates. CME shall cooperate reasonably with Distributor to facilitate any such defense.

9.6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL CME BE LIABLE TO DISTRIBUTOR, ANY MEMBER OF DISTRIBUTOR'S GROUP OR TO OTHERS DIRECTLY OR INDIRECTLY MAKING USE OF INFORMATION, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING UNDER THIS AGREEMENT, EVEN IF CME HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO CME'S ERROR, OMISSION, OR NEGLIGENCE.

9.7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CME'S AGGREGATE LIABILITY HEREUNDER FROM ANY AND ALL CAUSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE) EXCEED THE FEES PAID TO CME BY DISTRIBUTOR HEREUNDER. THIS LIMITATION SHALL SURVIVE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

## **10. Confidentiality**

10.1. Each party acknowledges that information of a confidential nature relating to the business of the other ("Confidential Information") may be disclosed to it under this Agreement. Each party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of this Agreement.

Confidential Information does not include information that:

(a) at the time of disclosure is already publicly available,

(b) is already known to the receiving party prior to disclosure by the disclosing party,

(c) after disclosure becomes publicly available through no fault of the receiving party,

(d) is or becomes rightfully known to either party without restriction from another source,

(e) is developed independently by the receiving party without use of the disclosing party's Confidential Information;

(f) is required to be disclosed by order of legal or regulatory authorities, provided that the receiving party provides reasonable notice to the disclosing party of such required disclosure and reasonable cooperates with the disclosing party in limiting such disclosure.

10.2. UK Data Protection Act 1998. To enable CME to perform under the Agreement, Distributor will need to provide personal data to CME. All data provided by Distributor 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.cme.com](http://www.cme.com).

## 11. Term and Termination

11.1. This Agreement takes effect on the Commencement Date and shall continue until terminated in accordance with this Agreement.

11.2. This Agreement may be terminated by either party giving the other party at least thirty (30) Days prior written notice. However, if CME exercises its right to terminate pursuant to this Section 11.2, CME shall refund to Distributor a pro rata portion of any prepaid annual Fees, based on the number of months remaining in the annual period.

11.3. This Agreement may be terminated immediately or on the date specified in written

notice by the party not at fault if any of the following events occur:

(a) If the other party commits any material breach of the terms or conditions of this Agreement and fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) Days after receiving written notice of such breach from the party not at fault. Without limiting the foregoing, Distributor shall be deemed to have committed a material breach not capable of cure in the event of: failure to secure adequate Subscriber Agreements, misrepresentation of Information, failure to use effective Internal Controls, failure to pay fees in accordance with this Agreement and failure to prevent or identify and end unauthorized distribution of Information; or

(b) If the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona-fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.

## 12. Amendments

12.1. Subject to Clauses 12.2, 12.3 and 12.4, and except as otherwise provided in this Agreement, no modification of the terms and conditions of this Agreement shall be effective unless expressly agreed in writing by both parties.

12.2. Distributor may add to and change all details in Schedule 2 except the Commencement Date and may add to or change the list of Affiliated Companies in Schedule 3 to reflect changes in Distributor's Group and its use of Information. However, CME may, in its sole discretion (not to be exercised unreasonably), reject any addition to Affiliated Companies identified in Schedule 3 by providing Distributor notice of such rejection within 10 days of receipt of Distributor's written notice proposing such addition.

12.3. CME may add to or change the Market Data Policies from time to time. CME shall notify Distributor in writing at least thirty (30) Days in advance of any proposed change to Market Data Policies. All changes to Market Data Policies shall apply and be available equally to all Distributors.

12.4. CME may modify the Market Data Platform and any Access Method made

available generally to Distributors and may terminate any type of Information or service formerly supplied to Distributors. CME shall provide Distributor with prior notice of such modification or termination if practicable. If prior notice is not practicable, CME shall provide Distributor with notice as soon as practicable after such modification or termination.

### **13. General**

13.1. This Agreement may not be assigned without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, CME may assign or transfer this Agreement without Distributor's consent to its affiliates or subsidiaries or in the event of a merger, consolidation, corporate reorganization or in the event of a sale of all or substantially all of its assets. In such event, Distributor agrees that it will look only to such assignee and not to CME for the performance of any assigned obligations hereunder.

13.2. Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either party, for example flood, extraordinary weather conditions, earthquake or other Act of God, fire, war, terrorism, insurrection, riot, labor dispute or act of government.

13.3. If any part, term or provision of this Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected.

13.4. All notices required or permitted under this Agreement shall be executed in writing or via such electronic means as are agreed between the parties to constitute written notices and shall be sent to the address appearing on the face of this Agreement or such other address as the receiving party may from time to time designate.

13.5. CME is entitled to rely on the validity of any representation, notice or communication from an officer of Distributor and from the authorized contacts listed by Distributor in Schedule 2 (the "Authorized Contacts"). Distributor agrees to inform CME promptly of any change in the details of Authorized Contacts and to comply with any reasonable procedures

or policies introduced by CME for the purpose of validating communications from Authorized Contacts.

13.6. The failure of either party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other party.

13.7. This Agreement, including all Schedules attached hereto, is the complete and exclusive statement of the Agreement between the parties and supersedes all prior Agreements, oral or written, and all other communications between the parties concerning the subject matter of the Agreement. Each party acknowledges that no reliance is placed on any representation not embodied in the Agreement.

13.8. This Agreement is executed in two separate counterparts, each of which shall be deemed an original.

13.9. Headings in this Agreement are for convenience only and do not form a part of the Agreement and do not in any way modify, interpret or construe the intentions of the parties.

13.10. The provisions of Clauses 2.2, 3.2, 4.5, 5.13, 5.14, 7, 8, 9,10, 13 and 14 shall survive termination of the Agreement.

### **14. Governing Law**

14.1. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois and the federal laws of the United States, without respect to conflicts of laws principles. Each member of Distributor's group consents, 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 only in such courts, and waives any objection to venue in such jurisdiction in the event any action, suit, or proceeding is commenced in such courts with respect to any matters in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Commencement Date.

**CHICAGO MERCANTILE EXCHANGE INC.**

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

Name: Brian J. McElligott  
Director, Information Products Mgmt.

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

**DISTRIBUTOR**

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

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

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

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

## Schedule 1: Information

The following market data, which is covered by this Information Distribution License Agreement, is currently available via CME®'s Market Data Platform.

- CME
- CBOT
- NYMEX
- COMEX
- S&P Cash Indexes
- DME\*

\*DME market data as well as NYMEX/COMEX open outcry and Clearport market data will be available from CME at a later date

The following data is available from the CME Market Data Platform, however, distribution of that market data will require execution of the distribution agreements from the respective exchanges or content providers.

- Kansas City Board of Trade
- Minneapolis Grain Exchange
- Dow Jones Cash Indexes
- BM&F BOVESPA (electronic data on Globex)

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### Market Data Platform

CME Market Data Platform (MDP) is an efficient dissemination platform for processing increasing rates of market data messages. This platform implements a dual-feed, User Datagram Protocol (UDP) multicast architecture to enable more efficient message delivery, greater scalability, and more flexible customer redistribution of market data messages.

For information concerning the MDP, please visit [www.cmegroup.com/mdpsdk](http://www.cmegroup.com/mdpsdk)

### Market Data Formats

- ITC 2.1 (industry format) for both trading floor and top of book CME Globex® data.
- RLC (CME format) for Globex data with depth of market.
- FIX/FAST industry format to replace RLC.

### Circuit Information

- For options on network access, please visit our Network Options Guide at <http://www.cmegroup.com/globex/files/SDKNetworkingGuide.pdf>
- Pricing can be found on the Schedule 6: Access Request Form

For additional information regarding a direct CME connection, please contact Market Data Operations at [mdo@cmegroup.com](mailto:mdo@cmegroup.com)

**CME Group IDLA**  
**Schedule 2 – Distributor Profile and Details**

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

<b>Company Name:</b>			
<b>Primary Address:</b> (Include country)			
<b>Phone:</b>		<b>Fax:</b>	
<b>Website:</b>			
<b>Billing Address:</b> (if different from Primary)			

**Receipt of Information**

Please check off all applicable:

	<b>CME</b>	<b>CBOT</b>	<b>NYMEX</b>	<b>COMEX</b>	<b>S&amp;P</b>	<b>DME</b>
<b>Direct from CME Group:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Via Vendor(s):</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Not Applicable:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Primary Data Feed Supplier**

<b>Firm:</b>		<input type="checkbox"/> <b>CME</b>
<b>Contact Name:</b>		<input type="checkbox"/> <b>CBOT</b>
<b>Phone:</b>		<input type="checkbox"/> <b>NYMEX</b>
<b>Email:</b>		<input type="checkbox"/> <b>COMEX</b>
		<input type="checkbox"/> <b>S&amp;P</b>
		<input type="checkbox"/> <b>DME</b>

**Backup Feed Supplier**

<b>Firm:</b>		<input type="checkbox"/> <b>CME</b>
<b>Contact Name:</b>		<input type="checkbox"/> <b>CBOT</b>
<b>Phone:</b>		<input type="checkbox"/> <b>NYMEX</b>
<b>Email:</b>		<input type="checkbox"/> <b>COMEX</b>
		<input type="checkbox"/> <b>S&amp;P</b>
		<input type="checkbox"/> <b>DME</b>

Please attach any additional feed suppliers on a separate sheet and indicate the nature of the feed (secondary/backup etc.)

**Additional Distribution Licenses**  
(Annual)

**Historical Redistribution Licenses**

	CME	CBOT	NYMEX	COMEX
End of Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Time & Sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best Bid Offer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Market Depth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For definitions of historical terms, and details on the Historical Redistribution License, please refer to the Schedule 4, Section 12 of the Agreement

**Intellectual Property/Derived Data Licenses**

	CME	CBOT	NYMEX	COMEX
IP/Derived Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IP/Derived Data agreements are reviewed and determined on a case-by-case basis. Please contact us if you are interested in either of these licenses

**Exchange & Data Level**

(use & redistribution)

**Terminal/Application**

	CME	CBOT	NYMEX	COMEX	S&P	DME
Real Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delayed Continuous	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Delayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
End of Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
eMini	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A
Snapshot	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A	N/A
PerQuote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>

**Datafeeds**

	CME	CBOT	NYMEX	COMEX	S&P	DME
Open/External Real Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open/External Delayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closed/Internal Real Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closed/Internal Delayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Public Website/Public Web Host**

	CME	CBOT	NYMEX	COMEX	S&P	DME
Direct Real Time	N/A	N/A	N/A	N/A	<input type="checkbox"/>	N/A
Direct Delayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Direct End of Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hosted Real Time	N/A	N/A	N/A	N/A	<input type="checkbox"/>	N/A
Hosted Delayed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hosted End of Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Profile:

## Public Websites

URL:		Realtime <input type="checkbox"/>	Direct <input type="checkbox"/>
		Delayed <input type="checkbox"/>	Web Hosted <input type="checkbox"/>
CME: <input type="checkbox"/>	CBOT: <input type="checkbox"/>	NYMEX: <input type="checkbox"/>	COMEX: <input type="checkbox"/>
DME: <input type="checkbox"/>	S&P: <input type="checkbox"/>	End of Day <input type="checkbox"/>	

URL:		Realtime <input type="checkbox"/>	Direct <input type="checkbox"/>
		Delayed <input type="checkbox"/>	Web Hosted <input type="checkbox"/>
CME: <input type="checkbox"/>	CBOT: <input type="checkbox"/>	NYMEX: <input type="checkbox"/>	COMEX: <input type="checkbox"/>
DME: <input type="checkbox"/>	S&P: <input type="checkbox"/>	End of Day <input type="checkbox"/>	

URL:		Realtime <input type="checkbox"/>	Direct <input type="checkbox"/>
		Delayed <input type="checkbox"/>	Web Hosted <input type="checkbox"/>
CME: <input type="checkbox"/>	CBOT: <input type="checkbox"/>	NYMEX: <input type="checkbox"/>	COMEX: <input type="checkbox"/>
DME: <input type="checkbox"/>	S&P: <input type="checkbox"/>	End of Day <input type="checkbox"/>	

URL:		Realtime <input type="checkbox"/>	Direct <input type="checkbox"/>
		Delayed <input type="checkbox"/>	Web Hosted <input type="checkbox"/>
CME: <input type="checkbox"/>	CBOT: <input type="checkbox"/>	NYMEX: <input type="checkbox"/>	COMEX: <input type="checkbox"/>
DME: <input type="checkbox"/>	S&P: <input type="checkbox"/>	End of Day <input type="checkbox"/>	

Please attach any additional websites on a separate page with all relevant details.

## Contacts

We require at least 2 distinct contacts: A **'Primary'** contact who will be the Exchange Liaison, and a **'Billing'** contact for invoicing and payment issues. If you have reportable products (real time users, delayed continuous users, etc.) a **'Reporting'** contact is also required- responsible for submitting/maintaining monthly subscriber reports. Additionally you can provide a **'Contract'** contact for updates to the agreement. More than one of each type is permitted, and a single individual can have multiple designations.

Periodically, important updates and information will be sent out pertaining to CME Group Market Data. If a contact wishes to be on the recipient list for these **notices**, please indicate below.

### Primary Contact/Exchange Liaison

Name:		Contract	<input type="checkbox"/>
Title:		Reporting	<input type="checkbox"/>
Phone:		Billing	<input type="checkbox"/>
Email:		Notices	<input checked="" type="checkbox"/>

### Additional Contact 1

Name:		Contract	<input type="checkbox"/>
Phone:		Reporting	<input type="checkbox"/>
Email:		Billing	<input type="checkbox"/>
		Notices	<input type="checkbox"/>

### Additional Contact 2

Name:		Contract	<input type="checkbox"/>
Phone:		Reporting	<input type="checkbox"/>
Email:		Billing	<input type="checkbox"/>
		Notices	<input type="checkbox"/>

### Additional Contact 3

Name:		Contract	<input type="checkbox"/>
Phone:		Reporting	<input type="checkbox"/>
Email:		Billing	<input type="checkbox"/>
		Notices	<input type="checkbox"/>

## Distributor Profile

Please complete the Distributor Profile. If you would this profile to be included in our online directory for potential subscribers/subvendors, available at CMEGroup.com, please indicate below.

<b>Data Types:</b>	Realtime: <input type="checkbox"/>	Delayed: <input type="checkbox"/>	End of Day: <input type="checkbox"/>
<b>Services:</b>	Analytics: <input type="checkbox"/>	Charting: <input type="checkbox"/>	Historical Data: <input type="checkbox"/>
<b>Data Delivery Methods:</b>	Terminal/App: <input type="checkbox"/>	Internet Login: <input type="checkbox"/>	
	Datafeeds: <input type="checkbox"/>	Public Site: <input type="checkbox"/>	
<b>Pager/Wireless Services:</b>	Yes: <input type="checkbox"/>		No: <input type="checkbox"/>

**Please include me in the CME Group Online Market Data Directory:** Yes:  No:

If yes, please list contact info here, as you would like it to appear in the directory:  
(eMail and/or phone number, website optional)

### Schedule 3: Distributor's Group Members

**A) Affiliated Companies**

Name	Registered Address	Distributor's Group Holding (%)
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**B. Service Facilitators approved by CME**

*(Data feed supplier should be listed on the Schedule 2 - Distributor's Group Profile)*

Name	Registered Address	Function/relationship with Distributor
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## Schedule 4: Market Data Policies

### 1. Distributor's Group

CME's policy is to encourage Distributors to make Information as widely available as possible, provided that the Distributor establishes effective control over the display and use of Information.

CME will therefore allow the Distributor's Group to include Affiliated Companies and third party Service Facilitators.

Service Facilitators may be agents of the Distributor, owners or operators of web sites displaying the Distributor's Service, software developers, facilities managers, property managers or providers of other support services.

An organization will normally be accepted by CME as a Service Facilitator if:

- The Distributor retains full control, either technically or via an agreement acceptable to CME, over all display of Information within the Distributor's Service as provided via the Service Facilitator
- The Distributor retains full control, either technically or via an agreement acceptable to CME, over the release to Subscribers of Information within the Distributor's Service as provided via the Service Facilitator
- The Distributor unconditionally guarantees and accepts responsibility for performance of all obligations under this Agreement in respect of Information distributed via the Service Facilitator.

Once accepted as a Service Facilitator, an organization's license to use Information within the Distributor's Service is covered by the applicable license Fee(s) paid by Distributor. Distributor remains liable for all other Fees applicable to Service Facilitators' use of Information within the Distributor's Service.

Service Facilitators have no right to use Information outside the Distributor's Service. An organization may act as a Service Facilitator for multiple Distributors but will be liable for all applicable Fees for use of Information in each Distributor's Service. Organizations in this position should consider contracting directly with CME as an Information Distributor.

CME reserves all rights to accept or reject an organization as a Service Facilitator within Distributor's Group. CME may inspect and audit agreements and controls relating to the use of Information by a proposed Service Facilitator. Approved Service Facilitators must be listed and their function or relationship with Distributor described on Schedule 3 of this Agreement. CME reserves all rights to withdraw approval from any organization listed as a Service Facilitator.

### 2. Media Redistribution

CME recognizes the demand for organizations to broadcast Information to the public without the need for detailed subscriber agreements, reporting and User Fees.

CME will allow Distributors to:

- Redistribute Information in specified media publications, and
- License Subscribers to do the same, subject to compliance by Subscriber with CME policy and reporting requirements and payment by Distributor of applicable Fees in accordance with this Agreement.

For the purposes of this Agreement, Media Redistribution is normally defined as the display of Information to the public via specified newspaper, TV, radio or similar information services, provided that electronic storage and/or processing of Information by the recipient is prevented, excluded and/or expressly forbidden without prior permission from CME. Media Redistribution may include the occasional inclusion of Information in on-line service content and on-line messaging services. Standard or regular displays of Information in public Internet or on-line news and information services will not normally qualify as Media Redistribution and will normally be subject to regular Web Site Fees or the applicable redistribution

License Fees.

Distributor is entirely responsible for compliance with the CME requirements by any Subscriber licensed by any member of Distributor's group for Media Redistribution

CME reserves all rights to determine whether any proposed form of publication qualifies as Media Redistribution, to withhold or withdraw a Media Redistribution license at any time and to apply to Distributor any other Fees that may be applicable if a proposed form of Information redistribution is not accepted as Media Redistribution.

Media Redistribution License Fees are payable by the Distributor in respect of:

- Media Redistribution by the Distributor's Group and
- Media Redistribution by Subscribers under license from the Distributor.

### **3. Subscribers Terms and Conditions**

Subscribers accessing Information for Business Use as defined in Market Data Policies may not distribute Information to third parties outside Subscriber's Group, except for:

Delayed Information, subject to the conditions published by CME from time to time and provided also that Distributor reports to CME and pays the applicable Delayed Information Redistribution or Public Internet Display Web Site Fee or Delayed Market Data Fee or Delayed Continuous Market Data Fee for each Subscriber that redistributes Delayed Information,

Inclusion of Information in Media Publications, subject to the conditions published by CME from time to time and provided also that the Distributor reports to CME and pays the applicable Media Redistribution Fee for Subscribers that redistribute Information, Communication of limited extracts of Information, subject to the conditions published by CME from time to time, Public Internet Display, subject to Distributor meeting the applicable reporting and payment obligations specified in this Schedule. All persons accessing Information on web-hosted sites will be regarded as Subscribers of Distributor, except that they may not be allowed to redistribute Information to third parties.

CME reserves all rights to determine whether any form of Information redistribution by Subscriber may be allowed.

All uses of Information by Subscriber that are subject to reporting requirements as specified in this Schedule must be identified and measured with an approved Unit of Count and be subject to effective Internal Controls which record all authorized use and prevent (or identify and record) any unauthorized use.

Subscribers accessing Information for Business Use, as defined below, may process Information with or without other data for the purpose of creating new original works, provided that:

Any works so created, which display, represent or recreate any item of Information will be regarded as Information for the purposes of this Agreement and will be subject to applicable Fees, Subscriber must obtain prior permission from CME before using any element of Information to create or recalculate indices or any original work that does not include, display or recreate Information.

CME may at its sole discretion deny permission or require Distributor to pay License Fees for each Subscriber granted the right to create or recalculate indices or any other work from Information, for use in services that are not subject to Fees in accordance with this Agreement. CME hereby grants permission for the use of Information to create graphs and charts, where the underlying value of elements of Information cannot be identified or calculated (for example to compare percentage change in elements of Information with percentage change in other data).

Subscribers accessing Information for Private Use, as defined below, may use Information only for the purpose of managing their own private investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person. Subscribers may store, download, print and display data from the Service only for their personal use and not for any business purpose.

Subscriber must not misrepresent Information or deface or remove any trademarks transmitted with Information.

Subscriber must not use Information for any illegal purpose.  
Subscriber must recognize all Intellectual Property Rights as acknowledged between Distributor and CME.

Subscriber must maintain all records and provide all information required by Distributor to meet Distributor's record-keeping, reporting and payment obligations to CME.

Subscriber must allow CME or any auditors acting on behalf of CME to audit Subscriber's records and use of Information.

Subscriber shall obtain and provide any consents needed for CME or any auditors acting on behalf of CME to review and receive Personal Data, where necessary for the purposes of verifying or ensuring compliance with Distributor's obligations to CME.

In addition to any other remedy, Distributor may immediately suspend or terminate distribution of Information to Subscriber if Distributor has reason to suspect non-compliance with any of these terms or if Distributor is required to do so by CME for any reason.

CME reserves the right at CME's sole discretion, on application by Distributor or in the context of a direct agreement between CME and Subscriber, to extend the definition of "Subscriber's Group" in the case of individual Subscribers to include members of co-operative or professional associations or other corporate structures that function commercially as a single group.

#### **4. Business and Private Use of Information (applies only to One Chicago market data)**

CME will allow Real Time Information to be made available at lower monthly Fees to all Subscribers for Private Use. "Private Use" means the use of Information by a Subscriber who is a natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

Subscribers to Information for Private Use must be restricted by Subscriber Agreement to use Information only for the purposes as defined in this Agreement. They must also agree on request to provide any relevant records required by Distributor, by CME or by their audit representatives in order to verify the nature of the Subscribers' use of Information.

All use of Information other than Private Use is regarded by CME as "Business Use" and is subject to the applicable Fees per Fee Schedule. As further clarification, Business Use includes use by natural persons who redistribute even limited extracts of Information or use Information for any commercial purpose other than the management of their own personal investments.

CME reserves all rights to apply Fees for Business Use where Private Use Subscribers do not comply with the terms of their Subscriber Agreement.

#### **5. Public Internet Display**

In November 2003, CME introduced special terms for use of S & P Index Data by Web Sites, web-hosts and on-line service providers ("Public Internet Display"). With effect from October 1 2005 similar terms are also available for the Public Internet Display of Delayed Information. Public Internet Display of Information is subject to the following terms.

Fees for Public Internet Display of Information are calculated per Web Site - defined normally for individual Web Sites as the URL on which Information is displayed, or the home page URL, where Information is displayed on various URL's within the same web site service and the home page has a

unique Internet domain name.

Many on-line publishers maintain multiple sites within the same domain. In web-host solutions individual customer sites may link or frame URL's from the web-host provider's domain. In some cases multiple domains may be used for different language versions of the same web-site service.

CME's policy in these cases for reporting and Web Site Fees is as follows:

A "Web Site" means a group of URL's with a single commercial brand or identity. CME reserves the right to determine whether any group of URL's should be regarded as a separate Web Site for reporting and Fees purposes, taking into account the guidelines set out in this policy statement.

Separately branded online publications normally count as multiple Web Sites, even if they are owned by the same corporation and contain similar displays of Information.

Individual customer domains that contain links to generic or co-branded displays of Information normally each count as separate Subscriber Web Sites, whether or not the generic or co-branded displays are framed within the customer's domain or sub-domain or carry URL's or attribution notices associated with the Distributor.

Individual customer domains that (i) contain links to displays of Information that are clearly branded as part of the Distributor's site, and (ii) do not otherwise qualify as Subscriber Web Sites, will not be regarded as Subscriber Web Sites.

Quote search facilities will normally be regarded as links unless the quote search graphic displays Information. Links to third-party-branded URL's are not subject to Web Site Fees or reporting requirements by the Web Site displaying the link (the applicable Fees are paid by the third-party). Links to generic or co-branded URL's will render the customer domain subject to Web Site Fees and reporting requirements.

Where different domain names open or are automatically diverted to the same site each domain home page URL should be reported but only one Web Site Fee will normally apply.

Where multiple domains contain different language versions of the same online content each domain home page URL should be reported but only one Web Site Fee will normally apply.

CME reserves all rights to determine whether one or more Web Site Fees should apply in the event that Information is displayed on multiple URL's or accessed via multiple domains linked to the same URL.

Public Internet Display Fees may apply both to Web Sites displaying Information without restriction and to Web Sites displaying Information to registered Users only. Public Internet Display Fees are not applicable where a Web Site offers Fee-liable Information to Subscribers via downloadable terminal software or similar means. In these cases License Fees and User Fees may apply.

Fees for Public Internet Display are specified in the Fees Schedule. They are equally available to all Distributors. They will apply only to Distributors that meet the following implementation criteria:

- a) Settlement with CME and release of further liability of Distributor in respect of any unauthorized distribution of Information prior to the effective date of the Public Internet Display Fees,
- b) Full report to CME's satisfaction of all Distributor's Group and Subscriber Web Sites and Authorized Users with access to Information, within 30 days of the effective date of the Public Internet Display Fees.
- c) Full Report to CME's satisfaction of all organizations receiving Information in Distributor's Services and acting as Subvendors, whether or not they are authorized by CME to do so.
- d) Removal of Fee-liable Information within 30 days of the effective date from all Subscribers that are not covered by Fees paid by Distributor or by direct agreements between the Subscriber and CME.

Distribution and use of Information under the new Fees options are subject to the written permission of CME. Permission may be withdrawn on thirty days notice in the event of non-compliance by the Distributor with the terms of this Agreement. All other authorized or unauthorized use of Information in

Distributor's Services is subject to the standard Fees and reporting requirements specified in this Agreement.

In addition to the new Fees options CME reserves the right, on application from Distributor or in the context of a direct agreement between CME and Subscriber, to specify separate terms for the Public Internet Display of Information by individual Distributor and Subscriber Groups in developing markets. CME may at its sole discretion apply the "developing markets" concept to geographical markets or commercial market sectors. The minimum annual subscription per Distributor or Subscriber Group for "developing markets" arrangements is US \$10,000 for S & P Index Data only and \$20,000 for other Information.

### **CBOT Internet Website Delayed Snapshot Display License Fee**

Fees are required for any Internet website display of intraday updated CBOT market data **unless**:

The website is that of a registered CBOT market data vendor or sub-vendor and the site is clearly represented as such on the main window frame.

CBOT quotes are pulled up in a separate browser window via a link. The separate window that opens via the link must be clearly labeled with the name of the vendor/sub-vendor.

The website only displays end-of-day CBOT data that is updated at least 30 minutes after the close of the market.

The website displays data from "Promotional" market data products only (Currently Ethanol and South American Soybeans are in the "promotional" group. The CBOT will give vendors a 120 day notice when products will be removed from the promotional status).

The website is owned by a company that already pays the license Fee on another affiliated site.

Fees are required when:

CBOT market data is represented in a framed window when the frame is owned/identified as a person or company that is not a registered CBOT Vendor/Sub-vendor (Search engines such as Google, Yahoo, etc. that frame text and image search results are not subject to the Fee)

Vendors who knowingly supply content to and provide hosting services for 3<sup>rd</sup> parties websites are required to report and remit license Fees.

## **6. Personal Data**

CME reserves rights to collect personal data from Users who access and use Information, or are authorized to access and use Information, or apply to access and use Information (Personal Data).

CME's policy with regard to the collection and use of Personal Data is as follows:

The purpose of collecting Personal Data is to authenticate and verify authorized use of Information and to enable CME and its Distributors to meet their obligations to each other regarding the supply of Information.

CME does not disseminate Personal Data to brokers or to other third parties for direct marketing activities. Personal Data may be used for statistical purposes and statistics provided to third parties, but not in such a way that the User's Personal Data is disclosed. CME and its Distributors may provide Personal Data to regulatory authorities and other third parties as required by applicable law or regulation. If a User supplies Personal Data from outside of the United States, the Personal Data may be transferred to the CME in Chicago Illinois, USA and to its regulators. Personal Data may be retained by CME for as long as the User is authorized to access the Data, for as long as is required for CME and its Distributors to meet their obligations to each other regarding the supply of Information, or for such time as is required by applicable regulatory authorities.

Users have the right to request access to and correct Personal Data held by CME or its Distributors. CME will make reasonable efforts to correct errors in Personal Data within 40 Days of receipt of correction

notice. To obtain access to Personal Data held by CME or CME Distributors, Users should send an email to [marketdata@cme.com](mailto:marketdata@cme.com).

## **7. Unit of Count**

All uses of Information by Distributor that are subject to reporting requirements as specified in this Schedule must be identified, recorded and controlled by one of the following Units of Count:

Device receiving Information – any unit of equipment, fixed or portable, that receives, accesses or displays Information supplied directly or indirectly via the Service in visible, audible or other comprehensible form. CME reserves the sole right to determine whether any item of equipment constitutes a Device.

Wallboard –a large fixed unit of display equipment, that receives and displays Information and is viewable by an audience enclosed within a location.

Authorized User –an individual personal User uniquely identified (by User ID and confidential password or other unambiguous method acceptable to CME) and authorized to access Information supplied directly or indirectly via the Service. CME reserves the sole right to determine whether any mechanism or system for identifying Authorized Users is subject to effective Internal Controls.

S&P Users –an individual personal user uniquely identified (by user ID and confidential password or other unambiguous method acceptable to CME) and demonstrated to have accessed Information supplied directly or indirectly via the Service within the timeframe of a reporting cycle.

Request –any items of Information relating to a single instrument requested as at any one time. CME reserves the sole right to determine whether items of Information constitute a single Request. (For Public Internet Display) Web Site –as defined in Section 5 of Market Data Policies.

Units of Count apply to User Fees as follows:

- Device, where access to Information is controlled by Device
- Authorized User, where access to Information is controlled per Authorized User
- Individual Request, where this method is used to control access to Information.

Where receipt and use of Information is controlled per Authorized User, Distributor and Subscriber must keep all User ID's and passwords confidential and prohibit sharing of User ID's.

## **8. Basis of Count and Calculation of Fees**

User Fees and Web Site Fees obligations are calculated on the basis of the number of applicable Units of Count with access to Information at any time during the relevant month. Fees apply to any unauthorized use or redistribution of Information by Distributor or Subscribers. A full month's Fee is due for each month in which the unit accesses Information.

CME is prepared to accommodate other practices where they approximate to the amounts owed to CME under this Agreement.

In particular, CME will provisionally accept reports based on snapshot counts and partial month calculations, without prejudice to the amounts owed in accordance with CME policy as stated above. CME reserves the right to recover the full amount owed in accordance with this Agreement, in the event that audit reveals any significant differences between Fees calculated by Distributor and Fees calculated in accordance with CME policy.

## **9. Fee Waivers**

User Fees may be waived by CME in respect of internal use of the Information by the Distributor's Group for quality control and monitoring purposes or product development or demonstration.

CME reserves the right to limit the number of units for which such Fees are waived and to change the limit on three (3) months notice to the Distributor.

## **10. Direct Agreement between CME and Subscribers**

CME policy is to encourage the formation and growth of Distributor Groups to minimize the cost and administrative burden of providing Information in Services to Subscribers. CME will normally contract with Distributors for the Distribution of Information to Subscribers.

CME reserves the right at CME's sole discretion to contract directly with Subscribers for Business Use and Private Use of Information. Where CME contracts directly with Subscribers, CME's Subscriber Agreements will meet the relevant requirements of this Agreement.

Where Distributor contracts with Subscriber, and for all use of Information within Distributor's Group subject to User Fees and Web Site Fees, the applicable Fees will be billed by CME to Distributor. One Fee is payable per Distributor per Unit of Count.

If CME contracts directly with Subscriber, CME User Fees and Web Site Fees apply per Subscriber and will be billed by CME direct to Subscriber. One Fee will be payable per Subscriber per Unit of Count.

## **11. Reporting Requirements**

CME policy is to minimize the requirement for detailed monthly reports from Distributors and to promote the development of controls-based verification of reports and payments.

Distributors will be required to report, either monthly or as otherwise agreed with CME:  
The name and address of each Subvendor receiving Information from Distributor.

The amount payable by Distributor relating to any Media Redistribution License or Intellectual Property Creation License granted to the Distributor.

The name and address of each Subscriber granted any form of redistribution or Intellectual Property creation rights subject to License Fees and the total amount of each type of License Fee due in respect of Subscribers.

The number and location of units within Distributor's Group subject to User Fees and/or Web Site Fees in accordance with each item of the Fee Schedule, and the amount of the related Fees.

The total number of units at Subscriber locations for which Distributor is liable to pay User Fees and/or Web Site Fees and the total amount of the related Fees in respect of each item of the Fee Schedule. The numbers and amount reported should exclude any units reported directly to CME by Subscribers.

Other details (including name and address of Subscriber and unit totals per Subscriber or per country) as CME may reasonably request from time to time.

Distributor's reports shall at CME's request identify Fees relating to use and distribution of Information by each Service Facilitator.

Distributor's reports shall be submitted in electronic form in a format agreed with CME, utilizing the CME specified electronic report system(s). Submission of Distributor reports in non electronic format or not via the specified electronic reporting system will result in payment of the Report Processing Fee.

No reports are required in respect of the recipients of Information via Media Redistribution or the communication of limited extracts of Information in occasional correspondence that does not, in CME's determination at CME's sole discretion, amount to any Fee-liable use of Information specified in this Schedule.

Monthly reporting requirements in respect of Public Internet Display will normally be waived where Distributors choose to pay monthly Fees per Distributor Group. CME reserves the right to request details of distribution (in particular details of Subscriber Web Sites covered by the Fees) from time to time, where reasonably required, for example to avoid unnecessary disturbance of Subscribers.

Distributor reports may only contain credits for Device/User ID cancellations within the 3-month period prior to the beginning of the current reporting period. Claims in any reporting period exceeding 20% of the

average monthly reported Fees for the preceding 6 months will be subject to audit.

## **12. Historical Data Redistribution License**

For the purposes of the License Fees “Historical Data” means compilations relating to an extended period (normally days, months or years) created from delayed or real-time CME Group data and distributed in computer-processable form (including but not limited to raw data files, databases and database products). CME Group reserves all rights to determine whether any compilation of data represents Historical Data in accordance with this definition.

End-of-day Historical data will not be subject to the License Fees until further notice. However, CME Group reserves the right to apply license fees in the future. In this context “End-of-day Data” means files limited to Open, High, Low, Close (Settlement), Open Interest and/or Volume information.

Time-&-Sales (T&S) - Also known as Tick data, contains all of the trades which occurred during the trading session; Last Sale, Time of Last Sale. For Globex products only, size of trade is also included.

Best Bid Offer (BBO) - Also known as Top-Of-Book, BBO includes T&S data with the Best Bid, Best Offer, Best Bid Size, and Best Offer Size.

Market Depth (MD) – MD includes BBO plus additional levels of book information (bids, asks, bid sizes and ask sizes).

The License Fees apply annually per distributor (individual or corporation) engaged in the redistribution of Historical Data as defined above.

The Fees will not be applied to redistribution of Historical Data in limited extracts provided free of charge. Limited extracts means the occasional distribution of a limited subset of data from the relevant CME Group market, with no subsequent updates. CME Group reserves the right to determine whether any form of redistribution is subject to the License Fees.

Distributors are responsible for ensuring that subscribers seeking to redistribute Historical Data are aware of the License Fees and the requirement of prior permission/licensing from CME Group. Distributors are liable for any unlicensed redistribution of Historical Data.

Fees applicable to redistribution of Historical Data will be licensed and billed directly by CME Group. Distributors will remain liable for any License Fees due in respect of unlicensed redistribution by subscribers. CME Group proposes to co-operate with licensed distributors and to monitor compliance by subscribers to ensure that the new policy is implemented fairly and effectively.

Any corporation or individual that receives Historical Data and wishes to redistribute the Historical Data to third parties is required to obtain the prior permission of CME Group and pay the applicable License Fees.

Products created from Historical Data, but which do not contain CME Group data in computer-processable form, will not normally be subject to the Fees. If in doubt, the client should contact CME Group before redistributing any CME Group data.

**Schedule 5: CME Group Fees**

2010	Notes	CME	CBOT	NYMEX	COMEX	S&P	DME	
<b>I</b>	<b>LICENSE FEES (Annual, unless otherwise specified)</b>							
	<i>Data Distribution License (Direct or Indirect)</i>	(1)						
	Real Time and/or delayed		\$12,000	\$12,000	\$12,000	\$12,000	-	\$8,400
	End of Day		0	0	0	0	0	0
	<i>Intellectual Property Creation License (Derived Data)</i>	(3)	Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange
	<i>Media Publication License</i>		Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange	Contact Exchange
<b>II</b>	<b>User/Device Fees (Monthly)</b>							(4)
	Real Time	(5&6)	\$61	\$61	\$61	\$61	\$1	\$35
	E-mini	(7)	\$25	\$10	\$15	\$10	N/A	N/A
	Per Quote	(8)	\$0.01	\$0.01	\$0.01	\$0.01	N/A	\$0.02
	Delayed Snapshot	(13)	0	0	0	0	\$0.50	0
	Delayed Continuous		0	0	0	0	\$0.50	\$0.35
	End of Day		0	0	0	0	0	0
<b>III</b>	<b>Web site Display &amp; License Fees (Monthly)</b>							(1, 9,)
	Real Time Web site	(10)	N/A	N/A	N/A	N/A	\$600	N/A
	Delayed Web site	(10)	\$100	\$100	\$100	\$100	\$300	\$100
	Web-hosting	(11,12,16)	\$100	\$100	\$100	\$100	tiered	\$100
	Limited Display for Web-hosted sites	(11,12,16)	N/A	N/A	N/A	N/A	tiered	N/A
<b>IV</b>	<b>Other fees (Monthly)</b>							
	Subscriber Data Feed	(15)	\$275	\$275	\$275	\$275	N/A	\$175
	Wallboard	(14)	\$250	\$250	\$250	\$250	\$150	\$175
	Delayed Wallboard	(14)	\$100	\$100	\$100	\$100	\$60	\$75
	Market Profile	(17)	see note	see note	see note	see note	see note	see note
	Report Processing Fee	(2)	\$3,000	\$3,000	\$3,000	\$3,000	N/A	\$3,000

2010	Notes	CME	CBOT	NYMEX	COMEX	S&P	DME	
V	<b>Enterprise Pricing Options (per Distributor's Group/month)</b>							
	Real Time Unlimited Web-host Web sites		N/A	N/A	N/A	N/A	\$28,800	N/A
	Delayed Unlimited Web-host Web sites	(11)	\$5,000	\$5,000	\$5,000	\$5,000	\$14,400	N/A
	Real Time - Unlimited Users		N/A	N/A	N/A	N/A	\$24,000	N/A
	Delayed - Unlimited Users		N/A	N/A	N/A	N/A	\$12,000	N/A
	Unlimited RT & Delay users and Web-hosted Web sites		N/A	N/A	N/A	N/A	\$36,000	N/A

**Notes:**

1. Payable per Distributor. Prorated for period to end of first calendar year. Fee is payable January 31 each year or on effective date of contract for new Distributors. For both Real Time and delayed distributors, one license fee applies. License Fee covers the display of delayed information on Distributor Group Web sites, subject to Market Data Policies. Web sites must be reported in accordance with Market Data Policies.
2. Payable per Distributor that does not submit monthly subscriber reports, if they are required, via CME Online Web-reporting System (C.O.W.S.). Prorated for period to end of first calendar year. Fee is payable January 31 each year.
3. Payable per Distributor and for each Subscriber granted the applicable rights by CME Group.
4. User Fees apply in accordance with Market Data Policies to all information services, including intranet/extranet services and downloadable terminal software applications, which display or provide access to Information and are not covered by Web site Fees.
5. Fee covers all contracts (pit traded and electronic). Includes both Level 1 and Level 2.
6. Fee calculations should be based either on Devices or on Authorized Users, in accordance with Market Data Policies.
7. Entitlements for E-mini packages are limited to specific E-mini contracts for CBOT, CME, NYMEX, COMEX (Please contact exchange for full list of E-mini contracts).
8. Per Request fees apply in accordance with Market Data Policies.
9. Public Internet Display Fees are available at CME's sole discretion to any Distributor that meets the conditions specified in Market Data Policies. CME reserves rights as specified in Market Data Policies to withdraw the availability of any of these fees if a Distributor fails to comply with the qualifying conditions. In the event of any unauthorized use or display of Information by Distributor or Subscribers, CME reserves the right to hold Distributor liable for Distribution License Fees, Web site and User Fees as specified from time to time in this Schedule. End of Day Data remains free of charge.

10. Fees apply per Web site displaying information on the public internet, subject to Market Data Policies. Public Internet Display of Streaming Real Time Data is permitted for S&P Index Data only. Real Time CME, CBOT, NYMEX, & COMEX Data may be distributed via public Internet to registered users only, subject to password or similar controls, but Distribution License Fees and User Fees apply. See Schedule 4, Market Data Policies.

11. Web sites and Web-hosted sites must be reported in accordance with Market Data Policies.

**12. (a) Limited Displays may include:**

- Values for up to 4 indices.
- Percentage change from previous market close.
- Simple historical charts or graphics.

**(b) Limited Displays would not normally include:**

- Highs, lows, volumes or other market information.
- Interactive comparison or complex charting and analysis functionality.
- Streaming Real Time Data.

CME reserves the right to determine whether use of S&P Data qualifies as Limited Display.

**(c) Pricing- S&P Web sites Only**

<b>Web-hosted Sites (per site, per month)</b>	<b>Real Time</b>	<b>Delayed</b>
1-10 Web sites	\$300	\$150
11-50 Web sites	\$240	\$140
51+ Web sites	\$180	\$120

<b>Limited Display Web-hosted, Web sites (per site, per month)</b>		
1-50 Web sites	\$150	\$60
51-100 Web sites	\$100	\$40
101-150 Web sites	\$75	\$25
151+ Web sites	\$50	\$20

13. Data must be updated at intervals of no less than one minute (S&P and DME).

14. Per Wallboard fees apply in accordance with Market Data Policies.

15. Fee for provision of data feed in Real Time format to a subscriber firm. Subscriber and sub-vendor data feeds must be reported in accordance with Market Data Policies.

16. Payable per subscriber displaying delayed data on (a) Web site(s).

17. \$7 per subscriber fee for display of Market Profile graphic. Fee applies for any exchanges' data that is displayed as a Market Profile, charge is assessed once per unit of count.

All Fees and Charges are payable by Distributor, in accordance with CME Group Market Data Policies

**Schedule 6: Access Request Form**

**MDP Distributor**

**\*Only to be completed by Direct Connect Data Distributors**

<b>Section I: CUSTOMER INFORMATION</b>		
<b>A. General Information</b>		
Customer Name: _____		
Customer Address: _____		
City: _____	State/Province: _____	Country: _____
Floor/Suite: _____	Postal Code: _____	Phone Number: _____
Billing Address(if different from address above): _____		
City: _____	State/Province: _____	Country: _____
Floor/Suite: _____	Postal Code: _____	Phone Number: _____
Customer's Parent Company: _____		
<b>B. Installation Information</b>		
Installation Address: _____ (the "Premises")		
City: _____	State/Province: _____	
Country: _____	Postal Code: _____	
Floor/Suite: _____	On-Site Phone Number: _____	
Primary Installation Contact: _____		
Phone: _____	Email: _____	Mobile: _____
Secondary Installation Contact: _____		
Phone: _____	Email: _____	Mobile: _____
Detailed Installation Instructions (e.g., closet location): _____		
Local Phone Company: _____		

**Section II: NETWORK ACCESS OPTIONS**

**A. Action Request**

- New Circuit Installation
- Circuit Upgrade
- Circuit Cancellation

**CME Site ID (DLCI):**

**B. Connection Request (Check ALL that apply to Customer)**

1. CME DIRECTLink\*: CME managed connectivity. CME will provide redundant connectivity, equipment and 24 x 7 monitoring (US Customers only).

Identify your choice of bandwidth\*:

- 20 MB Ethernet
- 40 MB Ethernet
- 100 MB Ethernet (where applicable)

**\* Inside wiring is the responsibility of Customer.**

2. Client INTERNET Link: Customer connects via secure tunnel over Internet. This is a Client-managed option.

Bandwidth subscription in .5Mb increments:           Megabytes.

**Section II: NETWORK ACCESS OPTIONS CON'T**

3. CME LNet:

Select co-location facility, bandwidth subscription, and indicate cabinet and/or rack information:

- DRT  
 40 Mb Ethernet or  100 Mb Ethernet

Provide floor and suite location where equipment will be installed: \_\_\_\_\_  
Cabinet and/or rack information: \_\_\_\_\_  
If space is leased through a third party, please name: \_\_\_\_\_

- Equinix  
 40 Mb Ethernet or  100 Mb Ethernet

Provide floor and suite location where equipment will be installed: \_\_\_\_\_  
Cabinet and/or rack information: \_\_\_\_\_  
If space is leased through a third party, please name: \_\_\_\_\_

- Savvis  
 40 Mb Ethernet or  100 Mb Ethernet

Provide floor and suite location where equipment will be installed: \_\_\_\_\_  
Cabinet and/or rack information: \_\_\_\_\_  
If space is leased through a third party, please name: \_\_\_\_\_

- TelX  
 40 Mb Ethernet or  100 Mb Ethernet

Provide floor and suite location where equipment will be installed: \_\_\_\_\_  
Cabinet and/or rack information: \_\_\_\_\_  
If space is leased through a third party, please name: \_\_\_\_\_

*Companies are required to have space pre-arranged at the specific co-location facility before submitting this form. Any and all charges required from the fiber provider/data center to allow the customer successful acceptance by CME are the sole responsibility of the customer.*

4. Jackson Direct: Customer works with the internal fiber provider to extend service to fiber Meet Me Room (MMR). The customer owns the installation and ongoing relationship with the fiber provider. Companies are required to have space pre-arranged at the specific location before submitting this form.

1. Provide the floor and suite location where equipment will be installed for access to CME in the 141 Facility: \_\_\_\_\_

2. Select authorized CME fiber provider: \_\_\_\_\_  
 Cogent

Does the required fiber exist or is a build required? \_\_\_\_\_  
If a build is required, is there an estimated time of completion by the fiber provider?  
\_\_\_\_\_

3. Select bandwidth subscription  
 40 Mb Ethernet or  100 Mb

*Any and all charges required by the fiber provider to allow the customer successful acceptance by CME are the sole responsibility of the customer.*

5. CME Globex Hub Access:

1. Select city:

Amsterdam  Dublin  London  Milan  Paris  Singapore  Sao Paulo

2. Indicate the carrier Company will use to connect to each Data Center

(e.g. a Dublin customer may elect to use a Colt circuit to the Dublin MCI Data Center and an Eircom circuit to the Sprint Data Center):

**Note:** Trading system redundancy is **ONLY** available if Company connects to **both** Data Centers in a given geographic location.

a.  London CME Globex Hub \_\_\_\_\_  
 CME London Data Center \_\_\_\_\_  
 MCI London Data Center \_\_\_\_\_

b.  Amsterdam  Dublin  Milan  Paris  Sao Paulo  
 MCI Data Center \_\_\_\_\_  
 Sprint Data Center \_\_\_\_\_

c.  Singapore CME Globex Hub  
 AT&T Data Center \_\_\_\_\_  
 NTT Data Center \_\_\_\_\_

3. Date circuit(s) ordered (if available): \_\_\_\_\_

4. Carrier Order Number(s) (if available): \_\_\_\_\_

**Section III: CME INTERFACE OPTIONS**

- CME MDP (Market Data Platform)
- CME ILink
- CME Clearing

**Section IV: CONTACT INFORMATION (All Customers)**

**A. Customer Business Contact**

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

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

**B. Customer Network Contact**

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

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

**C. Customer Billing Contact**

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

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Section V: BANK AND ACCOUNT INFORMATION (To be completed for Network Access Charges)**

**A. Provide the following account auto-debit information:**

Name of Bank Used by Customer: \_\_\_\_\_

Name on Bank Account\*: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Transit/ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

\* Attach a voided check from the account for verification purposes.

**B. If a person or entity other than Customer will be billed, provide the following information:**

Name of CME Account to be Billed\*\*: \_\_\_\_\_

CME Account #: \_\_\_\_\_

\*\* The person/entity that holds the CME Account must provide separate written authorization confirming this billing arrangement.

**AUTHORIZED SIGNATURE**

PREPARED BY  
(print name): \_\_\_\_\_

DATE: \_\_\_\_\_

**AUTHORIZED SIGNATORY NAME:** \_\_\_\_\_

*Please print.*

**(The Authorized Signatory is guaranteeing payment of monthly Access fees)**

**AUTHORIZED SIGNATORY SIGNATURE:** \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone Number: \_\_\_\_\_

*This Access Request Form is subject to the terms and conditions of the Information Distribution License Agreement between Chicago Mercantile Exchange and Distributor.*

**Please send the completed Access Request Form to:**

**Chicago Mercantile Exchange Inc.**

Market Data Operations

20 S. Wacker Drive, 8N, Chicago, IL 60606

Phone: (312) 648-3653 Fax: (312) 930-8203

## CME Network Access Charges

### CME-MANAGED NETWORK ACCESS CHARGES

<b>CME DIRECTLink</b>	
Each <i>new connection</i> has a minimum commitment of 12 months. New connections are: a new site, 100mb upgrades, T1 to Ethernet connection	
Bandwidth	Monthly Charge
T1	\$3,500
20 Mb – Ethernet	\$5,000
20 Mb – Hybrid	\$9,000
20 Mb – Other	Individual Case Basis
40 Mb – Ethernet	\$6,000
40 Mb – Hybrid	\$13,000
40 Mb – Other	Individual Case Basis
100 Mb – Ethernet	\$8,000
<b>CME DIRECTLink - One Time Charges</b>	
Installation Fee	Deletion Fee
\$2,000	\$1,000

<b>CME LNet</b>	
Minimum commitment period per connection is 12 months	
Bandwidth	Monthly Charge
40 Mb	\$6,000
100 Mb	\$8,000
<b>Jackson Direct</b>	
Minimum commitment period per connection is 12 months	
Bandwidth	Monthly Charge
40 Mb	\$6,000
100 Mb	\$8,000

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

<b>CME Globex HUB ACCESS</b>
\$6,000/access per year

## SCHEDULE 7: Market Profile

### Additional Terms for Market Profile® Graphic Format and Trademark License

In addition to the terms and conditions contained in the Information Distribution License Agreement between CME and Distributor, the following additional terms and conditions apply to Distributor's use of the Market Profile® Graphic format:

1. **DEFINITIONS.** The following are definitions of certain terms as they appear in this Schedule 7. Any capitalized terms in this Schedule that do not appear below have the meaning set forth in the Agreement:

- (a) "Customer" means any individual, partnership, corporation or other entity which has been granted a sublicense to use the Market Profile Graphic format.
- (b) "End-User Agreement" means the agreement executed by the duly authorized representatives of the Customer for the license of the Market Profile, which agreement shall be in the form as directed by CME.
- (c) "Market Data" shall mean any representation that conveys, either directly or indirectly, information and data pertaining to commodity futures and/or options traded electronically or by open outcry each business day between the opening of trading in such commodity future or option and until thirty (30) minutes after the close of such trading.
- (d) "Market Profile Graphic format" (" Market Profile") means that copyrighted format, including its components, owned by CME which is a graphic reflecting price/time relationships.
- (e) "Trademarks" means the trademarks and trade names, and all registrations thereof, as set forth in Exhibit A attached.

2. **LICENSE AND RIGHTS.** Subject to the terms and conditions of the Agreement and this Schedule 7, in consideration for paying the Fees for Market Profile, CME hereby grants to Distributor, a nonexclusive, non-transferable, limited right and license to use the Market Profile Graphic format for organizing Market Data.

3. **PROPRIETARY RIGHTS.** Distributor acknowledges that CME is the owner of all copyrights and other proprietary rights in and to the Market Profile Graphic format and its components and all information relating thereto, and that Distributor shall acquire no right, title or interest in or to any of the foregoing by reason of using Market Profile, except as provided in Paragraph 2 above. Distributor agrees not to do, cause to be done or permit any act contesting, harming or impairing or tending to impair the validity of such copyrights or other proprietary rights or CME's right, title and interest thereto. All rights not granted to Distributor are hereby expressly reserved by CME.

Distributor agrees to use the following form of copyright notice, or a similar form of notice acceptable to CME, in connection with the use of the Market Profile® format: "©200\_\_ CME. ALL RIGHTS RESERVED." or (space permitting) "©200\_\_ Chicago Mercantile Exchange. ALL RIGHTS RESERVED."

Distributor agrees to display such copyright notice on the Market Profile as follows:

- (a) On computer screen displays, Distributor shall place the copyright notice at the beginning of the display and on all hard copies printed therefrom.
- (b) On hard copy, the Distributor shall place the copyright notice at the bottom of the first page.

4. **MARKET PROFILE FEES.** Distributor must pay to CME the following Market Profile Fees: \$7.00 per month per Customer per terminal.
5. **END-USER AGREEMENT.** Distributor agrees that it will not use or license the Market Profile to any Customer without first requiring such Customer to execute the End-User Agreement attached hereto as Exhibit B. Distributor shall not make any changes to the End-User Agreement without the prior written consent of CME.
6. **TRADEMARK RIGHTS.**
  - (a) Subject to the terms and conditions contained in the Agreement and this Schedule, CME hereby grants to Distributor, a nonexclusive, nontransferable, right and license to use the Trademarks solely in connection with the marketing and the servicing of the Market Profile®.
  - (b) Distributor shall use and prominently display the Trademarks on the packaging of the Market Profile® and in the advertising, copy, brochures, marketing and promotional materials, documentation and technical materials, and other materials used, produced or distributed by Distributor for the Market Profile® in accordance with, and subject to, the limitations specified herein.
  - (c) Distributor shall use all reasonable efforts to correct any use of the Trademarks which CME identifies to Distributor as objectionable. Upon termination of this Agreement Distributor shall immediately cease using, directly or indirectly, the Trademarks, and shall not thereafter use any marks or terms confusingly similar thereto.

## **Exhibit A to Schedule 7**

### **Trademarks**

1. CME
2. Chicago Mercantile Exchange
3. Market Profile

## Exhibit B to Schedule 7

### Standard Form End-User Agreement

The Chicago Mercantile Exchange ("CME"), in consideration of the terms and conditions herein set forth hereby grants to Customer, and Customer accepts, a personal, nontransferable and nonexclusive license to use the Market Profile® or Market Profile™ (as applicable) Graphic format (It shall be referred to herein as the "Licensed Product"). Market Profile® or Market Profile™ is a graphic reflecting price/time relationships. The Licensed Product is supplied by means of an electronic transmission by

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NAME OF VENDOR

("Vendor"), subject to the following terms and conditions:

1. **LICENSE.** The Licensed Product is supplied by CME and is intended solely for Customer's internal business purposes. No right, title or interest in or to the Licensed Product is conveyed to the Customer by this Agreement, and Customer acknowledges that CME holds a copyright and other proprietary rights and interests to and in the Licensed Product and that the Licensed Product is and shall at all times remain the sole and exclusive property of CME. The license granted hereunder shall not be assigned, sublicensed or otherwise transferred by Customer. Customer shall not alter or modify the Licensed Product, including creating a derivative work from the Licensed Product.
2. **LICENSE FEES.** The license fee for the license of Market Profile® is \$ 7 per month per terminal. The license fees are due and payable to

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(NAME AND ADDRESS OF VENDOR)

on the first day of every calendar month until the Customer terminates its service with Vendor, provided, however, that such license fee may be included in the service fee payable by the Customer to Vendor pursuant to a "Service Agreement" separately executed between Vendor and Customer. Vendor shall be entitled to change the fees enumerated in this Paragraph upon thirty (30) days written notice to the Customer. In the event Customer fails to remit any license fees within thirty days of the date due and payable, CME or Vendor may immediately terminate this Agreement. The license fees specified in this Agreement are exclusive of any tariffs, duties or taxes, however designated, levied or based upon this Agreement. The Customer agrees to pay and be responsible for all such taxes and levies (exclusive, however, of taxes based upon CME's net income). Either the Vendor or CME may terminate this license upon thirty (30) days prior written notice to Customer. CME reserves the right to adjust the licenses fees with a 90 notice to Vendor.

3. **RESTRICTIONS ON COPYING AND TERMINATION.** The Customer acknowledges that CME or its designated agent shall be entitled to disable the Software so that it no longer offers the Licensed Format. Customer agrees that neither CME nor its designated agent shall be liable to Customer for any damages whatsoever caused by disabling the Licensed Format.

Customer shall not remove or alter any copyright notice on the Licensed Format and shall include same on any copies of the Licensed Format made by it. The provisions of this Section 3 shall survive termination of this Agreement for any reason.

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5. **CUSTOMER SUPPORT.** CME shall not be responsible to the Customer for any technical support, maintenance or updates of the Licensed Product. The Customer must obtain such technical support directly from Vendor pursuant to a separate maintenance agreement.

6. **GENERAL.** The failure of any party to insist, in any one or more instances, upon the performance of any term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term. If any of the provisions or portions thereof of this Agreement are found to be invalid by any court of competent jurisdiction, same shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by the laws of the state of Illinois and Customer expressly submits to jurisdiction therein.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, CUSTOMER AGREES THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER; ALL PROPOSALS, REPRESENTATIONS, STATEMENTS, NEGOTIATIONS AND PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE MATTER OF THIS AGREEMENT ARE SUPERSEDED HEREBY.

Print Name and Address:

Customer's Signature

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