

DERIVED DATA LICENSE AGREEMENT

This Derived Data License Agreement (DDLA) is between:

Chicago Mercantile Exchange Inc. with its principal place of business at 20 S. Wacker Drive, Chicago, Illinois 60606, U.S.A. (“CME”); and INSERT NAME, located at INSERT ADDRESS (“Licensee”) (each of Licensee and CME individually referred to as a “Party” and collectively as the “Parties”) and is executed by the Parties on the date set out in the signature block, but the Parties expressly agree that the provisions of this Agreement take effect as of INSERT DATE (“Effective Date”).

1. DEFINITIONS & INTERPRETATION

Account Information: Licensee details as set out at Appendix B1, as may be amended by Licensee in accordance with the Agreement.

Affiliate: an entity that controls, is controlled by or is under common control with a Party. Control means the ownership or control, directly or indirectly, of at least fifty percent (50%) or more, of all of the voting shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

Agreement: this Derived Data License Agreement, together with the Appendices, as amended from time to time in accordance with this Agreement.

Authorized Contacts: those Persons set forth in Appendix B1.

Category 1 Information: the superset of Information that is Real Time Information, Delayed Information, End of Day Information, fixing markers or similar time values, Snap Shot Information or Historical Information.

Category 2 Information: Information that is End of Day Information, Snap Shot Information, fixing markers or similar time values or Historical Information.

Change of Control: means, with respect to a Party, the obtaining by a Person of the power to secure, either by means of the holding of more than 50% of shares or the possession of more than 50% of the total voting power in or in relation to such Party who did not at the time prior thereto have control.

Claim: any suit, claim or action.

CME Group: CME and its Affiliates.

Confidential Information: all information disclosed by the Parties in connection with this Agreement, which should reasonably be considered as confidential because of its nature and the manner of its disclosure including but not limited to the Information.

Damages: damages, costs, liabilities, expenses (including court costs and reasonable attorneys’ fees) and settlement amounts.

Data Provider: the entity from which a Licensee Group entity receives the Information.

Delayed Information: Information that is made available more than ten (10) minutes, but less than eight (8) hours after initial transmission by the originator of the Information.

End of Day Information: summary data available at the end of the then-current trading day and that includes, but is not limited to settlement, open, high, low, close, open interest, total volume, volume breakdown by venue, delta, and implied volatility information.

Exchanges: the exchanges upon which a Product is listed, as set out at Appendix A.

Fees: the fees for Information payable in United States Dollars (USD) that are set out in the Appendices as may be amended by CME in accordance with this Agreement.

Futures Contracts: instruments listed on a CME owned DCM: (i) the trading of which is within the jurisdiction of the U.S. Commodity Futures Trading Commission (“CFTC”) or the equivalent regulator in any other relevant jurisdiction; (ii) which are regulated by the CFTC as futures contracts or the equivalent regulator in any other jurisdiction and (iii) which CME or one or more of its Affiliates has the authority to make available to trade or clear under its articles, by-laws and rules.

Historical Information: Information that is not Real Time Information, Delayed Information or End of Day Information, that is first accessed at least eight (8) hours after initial transmission by the originator of the Information.

Information: the market prices, volumes and other information as set out in the Information Agreement that is delivered to a Licensee Group entity by CME directly or indirectly through a Data Provider. By way of example and not limitation, Information includes, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, market depth, requests for quotations, estimated and actual contract volume data, other market activity information, contract specifications, index values, index constituents, and information respecting exchange-for related product (EFRP) and against actual (AA) transactions.

Information Agreement: any agreement between Licensee and CME or Data Provider, that grants Licensee Group, the right to receive and use the Information, in accordance with the terms of that agreement. Such agreement does not grant any Licensee Group entity the right to create derivative works based upon the Information other than for internal business purposes only and those limited rights granted within the Information Agreement.

Informational Material: all Prospectus, and all advertisements, brochures, promotional and other similar informational material that in any way use or refer to CME, the Information or the Products.

Information Policies: the policies applicable to Information as set out in the Information Agreement schedules and on the CME website (currently located at www.cmegroup.com/informationpolicies) as they may be amended from time to time.

Initial Term: the Effective Date until December 31 of that calendar year.

Intellectual Property Rights: patents, trademarks, service marks, domain names, trade and service names, copyrights, topography rights, database rights, design rights, trade secrets and other intellectual property, proprietary or moral rights, whether or not they are registered and including all applications and rights to apply for registration, and all similar or equivalent rights, anywhere in the world.

Licensee Affiliates: those Affiliates of Licensee listed at Appendix B.

Licensee Group: Licensee and Licensee Affiliates.

Option on Futures Contracts: an option to purchase or sell Futures Contracts, which CME or one or more of its Affiliates has the authority to make available to trade or clear under its articles, by-laws and rules.

Person: an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

Personal Data: any information relating to an identified or identifiable natural person.

Privacy Policy: the CME Group Inc. privacy policy on the CME website (currently located at www.cmegroup.com/privacy-policy.html) as may be amended from time to time.

Products: Licensee Group derivative works listed at Appendix A including the values and pricing thereof.

Prospectus: any prospectus, contract, offering memorandum or similar writing issued in connection with any Product.

Quarterly or Quarter: with respect to any calendar year, the three-month period commencing on the first day of such calendar year (January 1), and such succeeding three-month period during such year.

Real Time Information: Information that is made available within ten (10) minutes of initial transmission by the originator of the Information.

Renewal Term: each successive calendar year following the Initial Term.

Series I Instruments: those instruments of Information defined as Series I instruments in the CME Derived Data License Fee document on the CME website (currently located at www.cmegroup.com/market-data/files/derived-data-fees.pdf) as may be amended from time to time.

Series II Instruments: those instruments defined as a Series II instrument in the CME Derived Data License Fee document on the CME website (currently located at www.cmegroup.com/market-data/files/derived-data-fees.pdf) as may be amended from time to time.

Service(s): any service provided by Licensee or a Licensee Group entity used to distribute or display the Products, as listed at Appendix A.

Snap Shot Information: Information of not more than three specific points in time in a single calendar day only to be used in a derived work.

Term: the Initial Term and all Renewal Terms.

- 1.1 Except where the context requires otherwise, references to the words “includes” or “including” shall not limit the preceding words.

2. LICENSE

- 2.1 CME grants to each Licensee Group entity, a non-exclusive, non-transferable, non-sublicensable worldwide license during the Term, subject to the Information Policies and the terms and conditions of the Agreement, and as set out at section 5.4 or as otherwise set forth in Appendix A, to use the Information set out in Appendix A to:
- a) process, develop, create, calculate, settle, maintain or support and market the Products; and
 - b) with the prior written consent of CME, distribute the Products within the Services, for that Licensee Group entity’s customers or clients’ use within the Services only.
- 2.2 Licensee accepts the terms and conditions of this Agreement on behalf of Licensee Group and is responsible for the actions or inactions of all entities in Licensee Group, as if such actions were Licensee’s own. Licensee will be responsible for the payment of all Fees on behalf of itself and each entity in the Licensee Group.
- 2.3 No Licensee Group entity shall have any rights to use the Information for purposes other than those solely set forth in this Agreement and in the Information Agreement including, but not limited to, the creation, calculation, issuance, distribution, settlement, maintenance or support of any derivative works, including, but not limited to: indexes, exchange traded products (ETP) (e.g. exchange traded funds (ETF), exchange traded notes (ETN)), quotes, price assessments, spot or amalgamated prices or values, ratios, curves, surfaces, charts, certificates, warrants, contracts for difference (CFDs) and other leveraged products, ETP values (e.g. indicative optimized portfolio values (IOPV), net asset values (NAV or iNAV)), any analytical reference figures or values calculated from Information for purposes of fund administration or portfolio management services, pre- and post-trade risk management services, or valuation services.
- 2.4 Licensee agrees, on behalf of each Licensee Group entity, that the Products must be created as a result of a material calculation, modification, manipulation, alteration, or change to the Information or any portion thereof, whereby: (i) the original values of the Information are no longer discernible; (ii) the Products cannot be used as a substitute for the Information; (iii) the Information may not be readily reverse engineered from the Product as CME may determine in its sole discretion; or (iv) the Information is used in whole, or in part, in conjunction, aggregation or combination with other Information or data to process, develop, create, or otherwise calculate a price or value. CME reserves

the right to determine in its sole discretion whether a Product meets the requirements of this section 2.4.

- 2.5 Licensee agrees, on behalf of each Licensee Group entity, that CME Group and CME licensors, hold all right, title and interest in and to the Information and the Intellectual Property Rights in the Information, and the format in which Information is transmitted by CME. Except for the limited license granted herein, all rights not expressly licensed under this Agreement are expressly reserved to CME and CME licensors and the ownership and Intellectual Property Rights of the CME Group entities and other CME licensors are not transferred, assigned or affected in any way by this Agreement. Except as required by CME under section 2.10, this Agreement does not grant any right to any Licensee Group entity to use any CME Group or CME licensor trademarks or service marks.
- 2.6 Licensee has entered into an Information Agreement, covering Licensee Group and must retain an Information Agreement for the Term and for any additional period as set forth in section 5.4. This Agreement grants only the additional rights set out in this Agreement to use the Information in relation to the Products and such grant is contingent on the Licensee retaining in force a proper Information Agreement.
- 2.7 Licensee must execute an updated Appendix A or amendment to this Agreement with CME, in order to add a new product to this Agreement or expand any Licensee Group entity's use of Information beyond the scope of the rights granted in this Agreement. CME may determine, in its sole and absolute discretion, whether to accept any addition of products to an Appendix A. Either Party can remove a Product, effective at the end of the Initial Term or then current Renewal Term, by giving written notice at least ninety (90) days prior to the end of the Initial Term or the then current Renewal Term. Licensee may remove any affected Product in the event of a revision of Fees by CME (in accordance with section 3.3) by providing notice in writing within thirty (30) days of the date of the fee increase notice.
- 2.8 Except as expressly permitted under this Agreement and the Information Agreement, no Licensee Group entity may: (a) copy, modify, reverse engineer, reverse assemble or reverse compile the Information or any part thereof; (b) license, sublicense, transfer, sell, resell, publish, reproduce, or otherwise distribute or redistribute the Information or any portion thereof in any manner; or (c) use the Information or any portion thereof in the creation of derivative works as may be determined in CME's sole discretion.
- 2.9 Nothing in this Agreement shall restrict or limit CME or its Affiliates, from making products available for trading or from granting any rights to third parties that permit the issuance or trading of products that are identical to, similar to or which compete with a Product.
- 2.10 Each Licensee Group entity will include the disclaimer set out at Appendix E in all Informational Materials, and upon request provide a copy thereof to CME. CME will provide Licensee with thirty (30) days' written notice of any changes to Appendix E, unless amendments are required under law or regulation.
- 2.11 Licensee may, pursuant to a fully executed Appendix B2, use a third-party to calculate, use, distribute or support all or a portion of a Product ("Calculation Agent") and disclose the Information to such third-party solely in connection with and for the sole purposes of such calculation, provided such Calculation Agent possesses a valid license where necessary for the use of all or any portion of the CME Information in connection with the calculation of the Product. CME shall have no liability to Licensee or its Affiliates, for the actions or inactions of the Calculation Agent and Licensee accepts all risks and responsibility for the receipt and use of the Product calculated by the Calculation Agent, for the services the Calculation Agent provides, and for the actions or inactions of the Calculation Agent, as if such actions or inactions were the Licensee's own.
- 2.12 Unless as otherwise expressly permitted under this Agreement, each Licensee Group entity is strictly prohibited from using the Information to create CFD, binary option, spread bet or any related leveraged product. For the avoidance of doubt, each Licensee Group entity is strictly prohibited from the distribution or dissemination of any Product to a third-party for the purpose of creating,

calculating, distributing, settling, providing liquidity for or maintaining any CFD, binary option, spread bet or any related leveraged product.

- 2.13 Each Licensee Group entity is strictly prohibited from using the Information to create Futures Contracts, or Options on Futures Contracts and is prohibited from licensing any Product to any third-party to create futures contracts or options on futures contracts.

3. FEES

- 3.1 Licensee will pay the Fees to CME within thirty (30) days of receipt of invoice from CME. Daily interest may be charged on overdue Fees at the lower of 1.5% per month or the maximum permitted by law.
- 3.2 If an updated Appendix A is executed by the Parties following the Effective Date in accordance with section 2.7, payment for any new products added to Appendix A shall be due within thirty (30) days of Licensee's receipt of invoice from CME and, unless subsequently removed in accordance with section 2.7, such payment will be payable each Renewal Term.
- 3.3 CME may change or revise Fees by giving at least ninety (90) days prior written notice to Licensee. In those years where CME does not exercise its rights under section 3.3, then, the Annual Fees shall automatically increase, on an annual basis, from 1 January of each Renewal Term, by a percentage amount based on inflation measured by the consumer price index data collected and published by the International Monetary Fund.
- 3.4 Fees are exclusive of any applicable taxes, fees or other applicable charges (e.g. sales, distribution, use, withholding, value added or other taxes except for taxes on CME net income), for which the Licensee shall be responsible.
- 3.5 In the event of termination by CME pursuant to section 5.1(d), CME will refund any pre-paid Fees pro-rated for the remainder of the Initial Term or Renewal Term as applicable. No other refunds will be made by CME.
- 3.6 CME will invoice Licensee using the Account Information. Licensee agrees to promptly submit an updated Appendix B1 to notify CME of any changes to the Account Information.
- 3.7 In the event the Effective Date or the applicable Appendix A Effective Date does not fall on the first day of the year, Fees will be pro-rated for the remainder of the Initial Term or the then current Renewal Term.

4. TERM

This Agreement will commence on the Effective Date and, unless sooner terminated in accordance with Article 5 (Termination) below, will continue for the Initial Term and will automatically renew for successive Renewal Terms, unless a Party gives written notice at least ninety (90) days prior to the end of the Initial Term or the then current Renewal Term of its intent not to renew. Unless sooner terminated in accordance with the provisions herein, should a Party seek to terminate only an individual Appendix A, it shall give the other Party written notice at least ninety (90) days prior to the end of the Initial Term or the then current Renewal Term.

5. TERMINATION

- 5.1 Either Party may terminate this Agreement, or any Appendix A individually, with immediate effect on written notice if:
- a) the other Party enters into compulsory or voluntary liquidation, has a receiver appointed, presents a petition for its winding up (or has such a petition presented by a creditor);
 - b) the other Party commits a material, irremediable breach of any term of this Agreement, which includes but is not limited to the following breaches by Licensee: misrepresentation of

Information; failure to prevent, identify or end unauthorized use, of Information; or violation of section 2.4;

- c) the other Party fails to remedy a material breach within thirty (30) days of written notice to do so; or
- d) with respect to a Product, immediately on notice to the other at any time, if the underlying contract (futures or options instrument) upon which the Information used to create the Product is based, is delisted or is substantially changed or if CME's rights to license the Information substantially changes.

5.2 Licensee may terminate this Agreement or any Appendix A individually in the event of a revision of Fees by CME (in accordance with section 3.3) or a revision of the Information Policies that materially and adversely affects Licensee's rights under this Agreement, by providing notice in writing within thirty (30) days of the fee increase notice or the effective date of such revision to the Information Policies.

5.3 CME may terminate this Agreement, or any Appendix A individually:

- a) at any time by providing ninety (90) days written notice to Licensee or immediately if CME determines that the Information may be or is currently being reverse-engineered or otherwise misused by any person having access to the Products;
- b) immediately upon notice in the event of a Change of Control of Licensee;
- c) immediately upon notice if the Information Agreement that governs the receipt of the relevant Information that is used in the creation of any Product is terminated for any reason; or
- d) immediately if any changes in law, rule or regulation impairs or otherwise affects CME's ability to provide a license hereunder.

5.4 On and after the expiration or termination of the Agreement, or any Appendix A individually, or following removal of a Product by CME in accordance with section 2.7, Licensee shall not use or permit the use of the Information under this Agreement except that Licensee may use the Information in accordance with the terms and conditions of this Agreement including the obligation to pay Fees:

- a) in connection with a Product that has been previously issued and outstanding requiring an orderly wind down, and only for as long as the shorter of: (i) such Product remains outstanding; or (ii) one (1) year after such termination date;
- b) as otherwise set out in Appendix A; and
- c) as required by applicable law or regulation.

6. LIMITATION OF LIABILITY, WARRANTIES, INDEMNITIES

6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO CME GROUP ENTITY, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS SHALL BE LIABLE FOR: (A) ANY DELAY, INACCURACIES, ERRORS, OMISSIONS OR INTERRUPTION OF ANY KIND IN RELATION TO THE INFORMATION OR FOR ANY RESULTING LOSS OR DAMAGE; (B) LOSS OR DAMAGE ARISING FROM UNAUTHORIZED ACCESS TO OR MISUSE OF INFORMATION OR THE PRODUCTS; OR (C) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY LICENSEE GROUP ENTITY, THEIR RESPECTIVE LICENSEES OR OTHER USERS OF THE PRODUCTS OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS.

6.2 NO CME GROUP ENTITY NOR ANY CME GROUP LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES AND EACH HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO

THE MERCHANTABILITY, QUALITY OF THE INFORMATION OR ITS FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE OR ERROR-FREE SERVICE, OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE INFORMATION OR ATTRACTIVENESS OF INVESTMENT IN ANY SECURITIES OR OTHER FINANCIAL PRODUCTS BASED UPON OR DERIVED FROM THE INFORMATION NOR AS TO RESULTS TO BE OBTAINED BY ANY PERSON OR ANY ENTITY FROM THE USE OF THE INFORMATION INCLUDED OR REFLECTED THEREIN. THE INFORMATION IS PROVIDED ON AN "AS IS" BASIS AT LICENSEES SOLE RISK.

- 6.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL ANY CME GROUP ENTITY NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS, BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES 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.
- 6.4 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY CME GROUP ENTITY OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS OR LICENSORS HEREUNDER EXCEED THE LESSER OF: (a) ONE HUNDRED THOUSAND DOLLARS (USD 100,000.00) OR (b) THE FEES PAID TO CME BY LICENSEE HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THIS LIMITATION SHALL SURVIVE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.
- 6.5 Indemnification.
- a) Licensee shall indemnify, defend and hold harmless each of the CME Group entities and their respective officers, directors, members, employees, agents, consultants and licensors (each an "Indemnitee"), against all Claims and Damages in connection with any Claim commenced by any Person, to which such Indemnitee is named as a defendant, or is threatened to be named as a defendant, arising out of, or relating to this Agreement, except any action, suit, litigation, claim or proceeding relating to any gross negligence or willful misconduct of CME or its officers.
 - b) The Indemnitee shall promptly notify Licensee in writing of any Claims that would affect its indemnification obligations. The Indemnitee shall cooperate reasonably to facilitate any defense or settlement of the Claim. Licensee shall have sole control of the defense and settlement of any Claim to which the indemnity relates provided that Indemnitee may employ, at any time, separate counsel to represent it; provided, that Indemnitee is solely responsible for the costs and expenses of any such separate counsel, and that Licensee shall not settle any Claim in any manner which would impose any cost or limitation on an Indemnitee, or would admit fault by an Indemnitee without CME's written consent.
- 6.6 Nothing in this Agreement shall create or imply a warranty that:
- a) any CME Group entity or CME Group entity licensors, will not change the specifications of any of the underlying contracts upon which the Information used to create the Product is based; or
 - b) any CME Group entity or CME Group licensors, will not change the manner in which settlement prices or other Information are determined or disseminated.
- 6.7 Licensee represents and warrants that each Licensee Group entity will receive and use the Information in accordance with applicable law and regulations, including, but not limited to, all applicable anti-corruption, economic sanctions, securities and anti-money laundering laws and regulations including the U.S. Foreign Corrupt Practices Act, and all regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury, now or hereinafter in effect. Nothing in the Agreement shall be construed to mean that either Party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations. No Licensee Group entity shall use Information for any illegal purpose.

7. COMPLIANCE, RECORDS & AUDIT

- 7.1. During the Term and for a period of not less than twenty-four (24) months thereafter, Licensee must maintain complete and accurate books of account, records and related documentation relating to its and each Licensee Group entities' use of Information under this Agreement for the most recent five (5) years. CME and its authorized representatives may, inspect all equipment, devices, software and records relating to the use of Information by any Licensee Group entity to verify compliance with the Agreement.
- 7.2. Audits may be carried out by any CME Group entity or its agents at any Licensee Group location during business hours, during the Term of this Agreement and up to twenty-four (24) months following termination:
- a) once per twelve (12) month period on no less than thirty (30) days' notice; and
 - b) without advance notice and more than once in any twelve (12) month period if CME reasonably suspects a material breach of the Agreement by any Licensee Group entity.

All information observed during an audit will be treated as Confidential Information and used only to verify compliance with the Agreement. CME will comply with Licensee's reasonable safety and security rules and regulations at all times when on site at a Licensee Group location throughout the audit.

- 7.3. Licensee will pay any outstanding Fees and charges revealed by an audit within thirty (30) days of receipt of an invoice from CME.
- 7.4. If an audit reveals an underpayment of more than 5% of the total Fees paid by Licensee for the twelve (12) month period preceding the discovery of any breach of the Agreement, Licensee shall bear the reasonable costs and expenses of the audit.

8. CONFIDENTIALITY

- 8.1. Confidential Information will be held in confidence by the receiving Party and not be disclosed without the disclosing Party's consent to any third party except to CME Group, and Licensee Group, their consultants and third-party advisors provided they are bound by substantially similar confidentiality provisions as are set out in this Agreement.
- 8.2. 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) becomes rightfully known to the receiving Party without restriction from another source;
 - (e) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or
 - (f) is required to be disclosed by order of legal or regulatory authorities, or is requested by agency action of a regulatory authority with jurisdiction over the receiving Party provided that the receiving Party provides reasonable notice to the disclosing Party of such required disclosure and reasonably cooperates with the disclosing Party in preventing or limiting such disclosure.
- 8.3. All Personal Data provided in connection with this Agreement will be used, distributed, and maintained in accordance with CME Group's Privacy Policy. If providing information on behalf of another individual, Licensee will ensure it has the required consent from those individuals to whom the personal information relates, or satisfy an applicable legal basis for doing so, in compliance with all applicable laws.

9. GENERAL

- 9.1 The order of priority of the documents that form this Agreement in descending order is: (i) the Information Policies; (ii) the Appendices; and (iii) the main body of this Derived Data Agreement.
- 9.2 Amendments:
- (a) This Agreement may only be amended by the signed written agreement of both Parties, unless otherwise expressly permitted within the Agreement.
 - (b) CME may amend any provision of this Agreement including the Appendices, on ninety (90) days' written notice to Licensee.
- 9.3 This Agreement may not be assigned without the written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, CME may assign or transfer this Agreement to a CME Group entity, or to another party in connection with a merger, reorganization or sale of all or substantially all of the assets of CME or similar business transaction.
- 9.4 Neither Party shall be liable for delay or failure to perform any of its obligations under this Agreement (other than payment of Fees), due to any cause beyond its reasonable control. Such a cause must not be an intentional act by either Party or an act of gross negligence by either Party and may include, but not be limited to extraordinary environmental conditions, fire, war, pandemic, terrorism, riot, dispute or act of government.
- 9.5 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.
- 9.6 All notices shall be sent in writing either by, email, overnight delivery by a nationally recognized express transportation company or registered mail and shall be sent:
- (a) For Licensee, to the Authorized Contact for Notices using that Person's email address or the Licensee postal address at Appendix B1; and
 - (b) For CME, to: CMEGroupDerivedData@cmegroup.com with a copy to legalnotices@cmegroup.com; or to General Counsel at the address at the caption of this Agreement; or such other address as may be specified by CME pursuant to notice giving in accordance with this section.
- 9.7 CME is entitled to rely on the validity of representations, notices and communications from Authorized Contacts and officers of the Licensee. Licensee will promptly submit an amended Appendix B1 in the event of any change of Authorized Contacts.
- 9.8 The failure of either Party to exercise any right or remedy under this Agreement or at law shall not prevent any further exercise of that right or remedy.
- 9.9 This Agreement 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 this Agreement. Each Party acknowledges that no reliance is placed on any representation not embodied in this Agreement.
- 9.10 This Agreement and any Appendices or amendments, and all of which together shall constitute one and the same instrument, may be executed: in two or more separate counterparts, each of which shall be deemed an original as a click and accept online agreement, or electronically using electronic signature.
- 9.11 The provisions of Articles 2 (other than section 2.1), 3, 6, 7, 8 and 9 shall survive termination of the Agreement. Termination or expiry of this Agreement shall not affect any accrued rights or liabilities of the Parties.
- 9.12 The language of the Agreement is English and all obligations under and communications relating to the Agreement shall be conducted in English.

9.13 This Agreement shall be governed by the internal laws of the State of Illinois, and the federal laws of the United States, without regard to conflicts of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The arbitration shall be in English and shall be governed by the laws of the State of Illinois. The Parties acknowledge that a material breach relating to certain provisions of this Agreement by a Party (such as confidentiality or scope of licensed use) may, by its gravity or nature, cause immediate or irreparable injury to the other Party that cannot be adequately compensated for in damages. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of any such material breach and in addition to all other remedies available herein, the non-breaching Party may seek solely injunctive relief (including a temporary restraining order, preliminary injunction or permanent injunction) from any court of competent jurisdiction, without posting a bond or other security.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized.

CHICAGO MERCANTILE EXCHANGE INC.

LICENSEE

By	_____	By	_____
Name	Trey Berre	Name	_____
Title	Global Head, CME Data Services	Title	_____
Date	_____	Date	_____

DDLA APPENDIX A

SAMPLE

APPENDIX B
LICENSEE GROUP
List of Licensee Affiliates:

SAMPLE

APPENDIX B1 LICENSEE PROFILE

1. Licensee Details

Licensee Name	
Registered Address	
Billing Address (if different)	
Website	

2. Authorized Contacts

	Primary Contact	
Name:		
E-mail:		
Phone:	<i>Include international dialling code</i>	
	Reporting Contact	Notices Contact
Name:		
E-mail:		
Phone:	<i>Include international dialling code</i>	<i>Include international dialling code</i>
	Billing Contact	Additional Billing Contact
Name:		
E-mail:		
Phone:	<i>Include international dialling code</i>	<i>Include international dialling code</i>
Electronic Invoice Delivery E-mail:		

www.cmegroup.com/privacy-policy.html This policy provides an outline of how CME Group processes your personal data and your data rights.

2.1 An Authorized Contact may have more than one role.

2.2 A minimum of two (2) different and current Authorized Contacts are required, and Licensee will ensure that these Authorized Contacts are updated as needed. At least one Authorized Contact must be a natural person.

IN WITNESS WHEREOF, each of the Parties has caused this Appendix to be duly executed in its name and on its behalf by the officer or representative duly authorized.

CHICAGO MERCANTILE EXCHANGE INC.

LICENSEE

By _____
 Name Trey Berre
 Title Global Head, CME Data Services
 Date _____

By _____
 Name _____
 Title _____
 Date _____

APPENDIX E DISCLAIMER

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