

# MASTER SUBSCRIPTION AGREEMENT

This **Master Subscription Agreement** together with any schedules hereto (collectively, the “**Agreement**”) is entered into as part of the Data Subscription Agreement for AWS Marketplace by and between the Party subscribing to the Data (“**Customer**”) and **Xignite, Inc.**, the Party offering the Data (“**Provider**”). If terms of the Data Subscription Agreement for AWS Marketplace conflict with the terms below, this Agreement will supersede.

Provider provides the **Web Services** (as defined in **Schedule B**), **Third-Party Data** (as defined in **Schedule B**), and **Data** (as defined in **Schedule B**). Customer desires to access and use the Web Services, Third-Party Data and Data and Provider desires to enable Customer to access and use the Web Services, Third-Party Data and Data, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and other good and applicable valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1 LICENSES AND DATA

- 1.1 **Web Services License.** Subject to Customer’s compliance with the terms of this Agreement including the “**Limitations of Use**” defined in **Schedule A**, Provider grants to Customer a limited, non-exclusive right to access and use the Web Services.
- 1.2 **Provision of Web Services.** Provider will provide Customer with access to the Data and Third-Party Data via the Web Services beginning on the subscription “**Start Date**” as specified in **Schedule A**.
- 1.3 **Rights in Data License.** Subject to Customer’s compliance with the terms of this Agreement including the “**Limitations of Use**” defined in **Schedule A**, Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicenseable right to access and use the Data and Third-Party Data.
- 1.4 **Additional Licensing of Third-Party Data.** Customer acknowledges that its use of Third-Party Data may be subject to additional restrictions and may require Customer to enter additional license agreements with the applicable Data Owners as listed in **Schedule A** under “**Third-Party Data Restrictions**”. Although Provider may, in its sole discretion, offer administrative assistance to Customer to enter such additional license agreements, Customer is solely responsible for entering all required license agreements with each Data Owner pursuant to Customer’s use of such Third-Party Data. If Customer does not enter a required license agreement for any portion of the Third-Party Data and as such is in violation of the Data Owner’s licensing requirements, Provider may terminate access to the unlicensed portion of Third-Party Data at the Data Owner’s request until Customer enters such license agreement with the Data Owner.

## 2 TERM

- 2.1 **Initial Term.** This Agreement commences on the upon purchase of the Data and Third Party Data via the AWS Marketplace and, unless terminated earlier in accordance with its terms, will remain in effect for the initial term duration set forth in **Schedule A** (the “**Initial Term**”).
- 2.2 **Renewal Term.** After the Initial Term, this Agreement will automatically renew for successive renewal terms, each of which will be for the duration as set forth in **Schedule A** (each, a “**Renewal Term**”), unless either party provides the other party with written notice of termination at least **thirty (30) days** prior to the date of any such automatic renewal. For the avoidance of doubt, receipt of invoice by Customer provides notification of renewal by Xignite. (The Initial Term and Renewal Terms, if any, are collectively, the “**Term**”).

## 3 FEES

- 3.1 **Subscription Fees.** Customer will pay to Provider the fees set forth in **Schedule A** (“**Subscription Fees**”) in accordance with the payment terms set forth in **Schedule A**. During the Term, the “**Recurring Payment**” is due in advance at the beginning of each “**Payment Period**” set forth in **Schedule A**.
- 3.2 **Taxes.** Subscription Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “**Taxes**”). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Provider’s net income.

# SCHEDULE A

## SUBSCRIPTION FEES

<b>Start Date</b>	Purchase date via AWS Marketplace	
<b>Initial Term</b>	12 Months	
<b>Renewal Term</b>	12 Months	
<b>Payment Period</b>	Annually in Advance	
<b>Payment Terms</b>	Due on Receipt	
<b>Web Services</b>	<b>Subscription Plans, Regions, and Usage Limitations</b>	<b>Amount</b>
<b>Global Historical</b>	Unlimited Hits. 10 Endpoints maximum. Markets Covered: NORTHAM + 1 Year of History	\$12,000.00
<b>Subtotal</b>		<b>\$12,000.00</b>
<b>Recurring Payment</b>	Based on Payment Period above. Excludes the One-Time Activation Fee and Development Period Fee.	\$12,000.00
<b>Initial Payment Due On</b>		Purchase

## LIMITATIONS OF USE

**Third-Party Data Restrictions.** For the avoidance of doubt, restrictions applying to Third-Party Data as discussed in Section 1.4 and throughout this Agreement are applicable to each Web Service according to the table below and in addition to any other restriction further listed in this section.

**Use of Data and Third-Party Data.** Customer is hereby granted a limited license to use the Data and or Third-Party Data available from Web Services for internal use only. Customer may not use or distribute the Data and Third-Party Data. The use of Data and or Third-Party Data is restricted to a one region and business line. Customer may expand use by entering into a new agreement with Provider.

Web Services	Restrictions
XigniteGlobalHistorical XigniteGlobalHistoricalFile	Additional restrictions as governed by the corresponding exchanges. Customer must enter an agreement with all securities exchanges whose Third-Party Data is available via those services prior to Provider releasing access to the Third-Party Data.

# SCHEDULE B - GENERAL TERMS AND CONDITIONS

## DEFINITIONS

- A. The **Web Services** ("Web Services") consist of software programs, interfaces, and webpages running on computers hosted at Provider sites or at third-party hosting facilities accessible via the Internet as described in this Agreement and in **Schedule A**.
- B. The **Data** ("Data") means the prices and other market data owned by Provider or by third parties that Provider distributes and sublicenses to Customer via the Web Services and as described in this Agreement and in **Schedule A**.
- C. **Third-Party Data** ("Third-Party Data") means the data owned by third parties that Provider obtains from exchanges and other sources and distributes to Customer via the Web Services and as described in this Agreement and in **Schedule A**.
- D. **Derived Data** ("Derived Data") means data which has been, in whole or in part, created, validated, or calculated from or compared to the Data or Third Party Data and cannot be identified from or reverse-engineered back into the original Data or Third Party Data. For clarity, any such data that can be identified from or reverse-engineered back into the original Data or Third Party Data, shall be deemed "Data".
- E. A **Data Owner** ("Data Owner") means a legal entity that owns Data or Third-Party Data, or any portion thereof.
- F. **Distinct Software Applications** ("Distinct Software Applications") means software applications that automate substantially different business products, services, processes or functions of Customer. Provider reserves the right, in its sole discretion, to make a reasonable determination as to whether software applications that use the Web Services or the Data or Third-Party Data constitute Distinct Software Applications.
- G. **Data Exchange Format** ("Data Exchange Format") means an electronic version of the Data or Third-Party Data used for sharing the Data or Third-Party Data between software applications, including but not limited to, any application programming interface (API), any database access (e.g., ODBC, etc.), any network transmission format (e.g., REST, SOAP, XML, etc.) and any data format (e.g., HTML, XLS, CSV, JSON, etc.). Provider reserves the right to determine if a particular electronic version of the Data or Third-Party Data constitutes a Data Exchange Format.

## 1. DATA

- 1.1 **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, and unless otherwise specified in the Contract Amendments section of **Schedule A**, Customer acknowledges that the Data, Third-Party Data, Web Services, Documentation, Provider websites, and/or any developments to the Data, Third-Party Data, Web Services, Documentation and Provider websites that result from the Support provided to Customer hereunder are proprietary in nature and owned exclusively by Provider and/or the Data Owners.

- 1.2 **Accuracy of Data and Third-Party Data.** Provider will use its commercially reasonable efforts to ensure that Data and Third-Party Data provided via the Web Services as set forth herein is accurate and complete. **HOWEVER, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY DATA OR THIRD-PARTY DATA OBTAINED THROUGH THE WEB SERVICES.** CUSTOMER ASSUMES ALL RISK OF, AND WILL BE SOLELY RESPONSIBLE FOR, ANY DAMAGES TO CUSTOMER'S COMPUTER SYSTEM INCLUDING THE LOSS OR CORRUPTION OF ANY APPLICATIONS OR DATA THAT RESULTS FROM CUSTOMER'S DOWNLOADING OF THE DATA AND THIRD-PARTY DATA.

### 1.3 **Restrictions on the Web Services.**

- a. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer may only use the Web Services for any software application owned or licensed by Customer.

- b. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer may not adapt, modify, redistribute, sublicense, sell or otherwise make available any portion of the Web Services for use by software applications not owned or licensed by Customer.
- c. Neither party will attempt to access, tamper with, or use non-public areas of the other party's website, computer systems, or the technical delivery systems of the other party's providers.
- d. Neither party will attempt to probe, scan, or test the vulnerability of any of the other party's systems or networks or breach any of the other party's security or authentication measures.

### 1.4 **Restrictions on the Data and Third-Party Data.**

- a. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer may only use the Data and Third-Party Data for software application owned or licensed by Customer and listed in **Schedule A**.
- b. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer will not redistribute, sublicense, sell or otherwise make available any portion of the Data or Third-Party Data or any Derived Data.
- c. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer may not display or make the Data or Third-Party Data available in any Data Exchange Format to non-employee users, including but not limited to vendors, contractors, partners and the general public (e.g., public websites, partner and vendor extranets, EDI applications, etc.).
- d. Unless otherwise specified in the Limitations of Use section of **Schedule A**, Customer may cache and store the Data and Third-Party Data for use within each Distinct Software Application provided such use is in compliance with restrictions imposed by the Data Owners.

### 1.5 **Enforcement.** Except as otherwise provided herein, Customer is responsible for all of Customer's activities occurring through its use of the Web Services.

### 1.6 **Audit Rights.** Once annually, at its sole cost and expense, Provider (or its representatives) shall have the right, during regular business hours and upon no fewer than 10 days' prior notice to Customer, to examine such books of accounts and all other documents and materials related to the access to, use, and distribution of the Web Services, Data, and Third-Party Data, for the purpose of determining Customer's compliance with the terms of this Agreement.

## 2. TERM AND TERMINATION

- 2.1 **Right to Terminate.** Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement and fails to remedy such breach within thirty (30) business days after receipt of a written notice of any such breach, or if such breach cannot be remedied within that period of time, fails to demonstrate to the satisfaction of the non-breaching party that it is taking steps reasonably necessary to remedy the breach.
- 2.2 **Inability to Provide Data and Third-Party Data.** If Provider ever loses the license, right or ability to provide any portion of the Data or Third-Party Data, or such license or right is ever interrupted or otherwise impaired, then Provider agrees to notify Customer of such fact and to take such other and further steps as are reasonably necessary to prevent and mitigate damage to Customer. If Customer determines that the steps taken by Provider are insufficient to mitigate or prevent the damage to Customer, Customer may immediately terminate use of any portion of the Web Services and Provider will refund the prorated Subscription Fees associated with the unused portion of the Web Services according to **Section 3.2**. In addition, the parties will sign an addendum to **Schedule A** reflecting the termination of the unused portion of the Web Services.

2.3 **Return and Deletion of Data and Third-Party Data.** Upon the end of the Term or termination under this **Section 2**, Customer agrees to return or destroy all copies of any Data and Third-Party Data in its possession in any form or media.

2.4 **Survival.** The provisions of the Definitions Section and Sections 1.1, 2.3, 3.2, 5.2, 5.3, 5.4, 5.5, 5.6, 6 and 7, any amendments to the provisions of the aforementioned Sections and the Contract Amendments Section of **Schedule A**, will survive any termination or expiration of this Agreement.

**3. FEES**

3.1 **Automatic Subscription Fees Adjustment.** The Subscription Fees are guaranteed to Customer by Provider for the duration of the Initial Term. Beginning with the first day of the first Renewal Term, if any, and, unless otherwise specified in **Schedule A**, Provider will automatically adjust the Subscription Fees annually by the five percent (5%) per year or the CPI index for the last twelve (12) months, whichever is highest. Should Customer decline to accept the adjustment Customer may opt not to renew this Agreement at the end of the then current term. For the avoidance of doubt, additional or alternative use of Web Services by Customer for use cases not defined under this Agreement shall give Provider the right to increase Subscription Fees above the percentage listed above and in advance of Renewal Term.

3.2 **Prorated Refund of Subscription Fees.** Upon termination of this Agreement pursuant to **Section 2.1**, except in the case where the termination is a result of a Customer breach, any unused prepaid Subscription Fees will be refunded to Customer no later than thirty (30) days from the date of termination. The refund amount will be the difference between the prepaid Subscription Fees and the pro-rated portion of the Subscription Fees due for use of the Web Services up to the date of termination calculated on a daily basis as the number of days in the current term prior to the date of termination divided by the total number of days in the current term.

**4. SUPPORT SERVICES**

4.1 **Customer Responsibilities.** Customer will promptly report any errors in the operation of the Web Services to Provider and will not take any actions that would increase the severity of the error. Customer will use the Web Services solely as described herein. In the event that Customer violates any of the requirements of this Section, Provider will have no responsibility to provide Support.

4.2 **Documentation.** Provider will provide to Customer documentation regarding the function and operation of the Web Services free of charge as it becomes available (collectively, "**Documentation**"). Provider agrees that it will use its reasonable commercial efforts to ensure that such Documentation is timely, accurate and in accordance with the actual function and operation of the Web Services. **HOWEVER, PROVIDER MAKES NO WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF THE DOCUMENTATION.**

4.3 **Enhancements and Modifications.** Provider will provide to Customer enhancements or modifications ("**Updates**") to the Web Services as they become available. Customer acknowledges that additional Subscription Fees may be charged for the use of some Updates, and that Provider has sole discretion in identifying which Updates require the payment of additional Subscription Fees. Provider acknowledges that Customer has sole discretion in deciding whether to use Updates subject to additional Subscription Fees and is only responsible for additional Subscription Fees for those Updates that Customer decides to use. Should Customer decide to use Updates that require additional Subscription Fees, such additional Subscription Fees will be added to **Schedule A** in an addendum signed by both parties. Provider agrees and acknowledges that Customer has spent time and resources to integrate the Web Services into Customer's computer systems. As a result, Provider agrees to notify Customer in writing at least thirty (30) business days prior to introducing any Update that will affect or impair the operation, functionality, or business purpose of the Web Services.

5. **REPRESENTATIONS AND WARRANTIES, INDEMNITY, LIMITATION OF LIABILITY**

5.1 **Performance.** Provider represents and warrants that (i) any services provided hereunder, including Support, will be performed in a workmanlike manner consistent with industry standards, (ii) the Web Services will function substantially in compliance with the Documentation, (iii) Provider will perform all tasks in compliance with all applicable federal, state, and local laws, rules, and regulations; and (iv) to the best of Provider's knowledge and based upon Provider's reasonable investigation efforts, Provider has the rights to grant to Customer the rights to the Web Services, Data and Third-Party Data as contemplated herein.

5.2 **Indemnification by Provider.** Provider agrees to defend (or settle), indemnify and hold Customer, its parent, affiliates, employees, directors, representatives and officers harmless from and against any and all liabilities, losses, damages, or expenses (including court costs and reasonable attorney fees) to the extent based on any third party claim that the Web Services, Data or Third-Party Data infringe any U.S. patent or copyright or misappropriate any trade secret of any third party, but only to the extent the liabilities, losses, damages, or expenses result from use of the Web Services that is within the scope of this Agreement, provided that Customer does not make any admission of liability without Provider's prior written approval and provided that Customer gives Provider (i) prompt written notification of the claim or action, (ii) sole control and authority over the defense or settlement thereof, and (iii) all reasonably available information, assistance and authority to settle and/or defend any such claim or action.

5.3 **Indemnification by Customer.** Customer agrees to defend (or settle), indemnify and hold Provider, its parent, affiliates, employees, directors, representatives, and officers harmless from and against any and all liabilities, losses, damages, or expenses (including court costs and reasonable attorney fees) to the extent based on any third party claim that the Customer's use of the Web Services, Data or Third-Party Data in breach of this Agreement infringes or misappropriates any U.S. patent or any copyright or misappropriates any trade secret of any third party, provided that Provider does not make any admission of liability without Customer's prior written approval and provided that Customer gives Provider (i) prompt written notification of the claim or action, (ii) sole control and authority over the defense or settlement thereof, and (iii) all reasonably available information, assistance and authority to settle and/or defend any such claim or action.

5.4 **Warranty Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (i) THE WEB SERVICES ARE DELIVERED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PROVIDER MAKES NO WARRANTY THAT THE WEB SERVICES WILL MEET CUSTOMER'S SPECIFIC OBJECTIVES OR NEEDS, WILL BE FREE FROM ERRORS OR WILL OPERATE WITHOUT INTERRUPTION.

5.5 **Limitation on Damages.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT OR CUSTOMER'S ACCESS TO OR USE OF THE WEB SERVICES, DATA OR THIRD-PARTY DATA EXCEED TWELVE (12) MONTHS PRORATED SUBSCRIPTION FEES, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST DATA, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR RESULTING FROM ANY INTERRUPTION, DISRUPTION IN OR UNAVAILABILITY OF THE WEB SERVICES OR ANY DATA OR THIRD-PARTY DATA, EVEN IF A PARTY KNEW OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

5.6 **Acknowledgement.** The parties acknowledge that the limitations and exclusions contained in this Section 5 and elsewhere in this

Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## 6. CONFIDENTIAL INFORMATION

6.1 **Confidential Information** means any non-public information of or regarding a party (the "Disclosing Party") obtained by the other party (the "Receiving Party") under or in connection with this Agreement or the use, receipt or provision of Data, Third-Party Data or the Web Services. Except to the extent required by law or legal process or as otherwise provided herein, the Receiving Party will not use Confidential Information of the Disclosing Party or disclose Confidential Information of the Disclosing Party to any third party, except to exercise its rights and perform its obligations under this Agreement. The Receiving Party will use all reasonable efforts to maintain the confidentiality of all of the Disclosing Party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance.

## 7. MISCELLANEOUS PROVISIONS

7.1 **Marketing Use.** Customer gives permission to Provider to use Customer's name and logo for marketing efforts.

7.2 **Compliance with Laws and Policies.** The parties hereby agree to abide by and comply with all applicable local, state, national, and international laws and regulations (including applicable laws that pertain to the transmission of technical data, privacy, the encryption of software, the export of technology, the transmission of obscenity, or the permissible uses of intellectual property).

7.3 **Controlling Law.** Unless otherwise specified in the Contract Amendments section of Schedule A thereto, the parties agree the laws of the State of California, excluding conflict of laws provisions, will govern this Agreement and any legal action or proceeding arising out of or related to this Agreement. will be brought exclusively in the state and federal courts located in San Mateo, California and the parties hereby consent to the personal jurisdiction and venue therein.

7.4 **Assignment.** Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a third party that acquires or is a successor to a party as a result of a merger or acquisition of such party or any sale by such party of all or substantially all of its assets.

7.5 **Relationship between the Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

7.6 **No Third-Party Beneficiaries.** The Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

7.7 **Entire Agreement and Severability.** This Agreement, including schedules hereto, contains the entire agreement and understanding of the parties related to its subject matter and replaces all prior discussions, agreements, proposals, or understandings, whether oral or in writing, between the parties related to its subject matter. This Agreement may be amended only in a written agreement executed by duly authorized representatives of each party. If any provision of a schedule hereto conflicts with other terms of this Agreement, the provision contained in such schedule will govern. If any provision of this Agreement is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability or effectiveness of the remainder of this Agreement will not be affected, and this Agreement will be enforceable without reference to the unenforceable provision.

7.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

7.9 **Notice.** The parties may give notice to each other via email, fax or certified mail. Notices sent to Provider should be respectively directed to (i) [accounting@xignite.com](mailto:accounting@xignite.com) (ii) (650) 655-3703 or (iii) 1825 South Grant Street, Suite 100, San Mateo, CA 94402. Notices sent to Customer should be respectively directed to those individuals listed in Schedule A.

7.10 **Force Majeure.** Neither party will be liable due to any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall promptly notify the other party with a description of the Force Majeure and the non-performing party will be excused from as long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to resume performance as soon as reasonably possible.