

DATA SUBSCRIPTION AGREEMENT FOR AWS MARKETPLACE

1. Terms and Conditions.

This Data Subscription Agreement for AWS Marketplace (the "Agreement") sets forth the terms and conditions applicable to Data subscriptions between the Party offering the Data under a DSA Offer ("Provider") and the Party subscribing to the Data ("Subscriber") through AWS Marketplace. Subscriber and Provider may be referred to collectively as the "Parties" or individually as a "Party". Provider's offer of the Data via a DSA Offer on AWS Marketplace, and Subscriber's purchase of the corresponding Subscription to the Data on AWS Marketplace, constitutes each Party's respective acceptance of and their entry into this Agreement, and each Party's agreement to be bound by the terms hereof.

2. License

Provider will supply and sell to Subscriber, and Subscriber will receive and purchase, respectively, a Subscription to the Data as set forth in the DSA Offer in accordance with this Agreement. A Subscription, as described in the applicable DSA Offer, includes Data distributed via AWS Marketplace which may be downloaded via Amazon Simple Storage Services (Amazon S3) or other available functionality (collectively, "Downloaded Data"). The frequency of updates to the Data via data revisions by the Provider, as well as fees or rates for the Subscription, shall be as set forth in the applicable DSA Offer.

Licensor grants Subscriber a worldwide, royalty-free license to the Data. For purposes of this license, all rights granted to Subscriber are extended equally to the Subscriber Affiliates and the Data may be used for their benefit. This license includes the right to (i) allow the Data to be accessed, used and operated on Subscriber's behalf by service providers, provided that the service providers may only use the Data for the purpose and in the course of providing services for Subscriber; (ii) allow a service provider, for the benefit of Subscriber, to copy and host Data on computers and other media at a service provider's facility, regardless of location; (iii) allow an unlimited number of individuals who are employees to use any Data at any location for the benefit of Subscriber's various businesses and business groups, including use in training, backtesting (testing how a trading strategy would have performed if it had been implemented in the past using historical data), research, and analysis and use in the creation of algorithms and derived data; and/or (iv) import any Data into its various databases, and internally distribute among its departments at any location any such Data or databases without restriction. Subscriber shall be liable for any unauthorized use of the Data by the Subscriber Affiliates or by the respective employees, service providers or contractors of Subscriber and/or any of the Subscriber Affiliates.

Except as permitted in Section 2 above, Subscriber agrees not to, not to attempt to, and not to allow any third party to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Data, make the Data available to any third party, (ii) decompile, reverse engineer, or disassemble the Data.

3. Confidentiality

Except as otherwise permitted pursuant to Section 2 hereof, each party agrees to (i) use and disclose the Confidential Information only to carry out the purposes of this Agreement; (ii) not disclose any Confidential Information to any third party; and (iii) hold the Confidential Information in confidence and to take such precautions to protect the confidentiality of such Confidential Information as the receiving party uses with respect to its own confidential information of like nature, but in no case shall the receiving party take less than reasonable precautions. In the event that the receiving party is required in any judicial, legal or regulatory proceeding or requested by a regulatory authority to disclose any of the Confidential Information, the receiving party will, to the extent practicable and legally permissible, provide the disclosing party with prompt prior written notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 3. If so requested in writing, the receiving party will cooperate with the disclosing party in the defense of such requirement (at the disclosing party's expense). In the event that the disclosing party is unable to obtain such protective order or other appropriate remedy, the receiving party will furnish only that portion of the Confidential Information which is legally required, and will exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed (at the disclosing party's expense). Notwithstanding the foregoing, the restrictions set forth in this Section 3 shall not apply in connection with any request made by a regulatory authority in the course of a routine examination, inspection or investigation by such regulatory authority. The term "Confidential Information" shall not include information that (i) is already publicly available or in the public domain through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession without restriction prior to disclosure by or on behalf of the disclosing party; (iii) is disclosed to the receiving party by a third party, to the receiving party's knowledge, without restriction or legal, contractual or fiduciary obligation as to confidentiality or non-disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. This Section 3 shall survive termination or expiration of this Agreement by a period of one (1) year.

5. Warranties and Disclaimer of Warranties; Exclusion of Damages

Licensor represents, warrants and covenants that: (i) Licensor has complied with and will continue to comply with any applicable law, rule or regulation in creating, gathering or providing the Data and the use of the Data as permitted hereunder will not violate such laws; (ii) the Data does not contain any material nonpublic information; (iii) the Data does not, and shall not, contain any personal data or personally identifiable information; and (iv) Licensor has used and shall use reasonable efforts in accordance with industry standards to ensure that no malware is introduced into the Data.

EXCEPT AS STATED IN THIS AGREEMENT, LICENSOR DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE DATA AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Data does not constitute any form of investment advice or recommendation by Licensor and is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions and is not intended to be relied on in making (or refraining from making) any specific investment decisions. WHEN PERMITTED BY LAW, LICENSOR AND ITS DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS OR REVENUES BASED ON SUCH RELIANCE.

EXCEPT FOR THE INTELLECTUAL PROPERTY INDEMNITY BELOW AND BREACHES OF THE "USE OF NAME" SECTION BELOW, TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY CLAIM UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT SUBSCRIBER PAID LICENSOR TO USE THE DATA DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

6. Intellectual Property Indemnity

Licensor shall indemnify, defend and hold harmless Subscriber, for, from and against any and all losses, liabilities, damages, demands, claims (including taxes), costs, payments and expenses (including any and all reasonable attorneys' fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties, shall not exceed the total Fees paid by the Subscriber in any calendar year in which such cause of action arises) as incurred, arising out of, or in connection with any claim, investigation, action, proceeding, allegation or demand made against any Subscriber arising out of or relating to: (i) the Data or its use consistent with this Agreement infringing or misappropriating any copyright, patent, trademark, trade secret, right of privacy or publicity or other form of proprietary right of any third party or (ii) breaching or interfering with any license, sublicense, covenant or contract with any third party. This Section 6 shall survive termination or expiration of this Agreement.

7. Choice of Law

The laws of the State of New York govern all matters arising out of or relating to this Agreement, without giving effect to any rules or principles conflict of law that would require the application of the laws of any other jurisdiction. The parties irrevocably and unconditionally consent and submit to (i) the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, in the State of New York, New York, USA, and (ii) the exclusive venue of the state and federal courts located in the Borough of Manhattan in the City of New York. Each party hereby waives any objection that it may now have or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient venue, court or jurisdiction. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8. Miscellaneous

This Agreement is the entire agreement between the parties all earlier and simultaneous agreements regarding the subject matter. Subscriber may assign this Agreement, in whole or in part, to: (i) one or more of the Subscriber Affiliates; or (ii) an acquirer of all or a substantial portion of its or any of its divisions' business or assets; and to the extent of any such assignment, the relevant references in this Agreement to Subscriber shall apply to such Subscriber Affiliate or acquirer, as the case may be. This Agreement may not be modified or altered, and no provision of this Agreement may be waived except by a written instrument executed by both parties. Notwithstanding the generality of the foregoing and in addition thereto, no shrink-wrap, click-through or similar agreement relating to the Data shall be of legal effect unless duly and manually signed with ink by Subscriber. The failure of or delay by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any rights. The terms of this Agreement that are intended to survive as indicated by their content and context, shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts by way of facsimile or electronic transmission (including in portable document format via email), each of which when so executed will be deemed to be an original and all of which when taken together will constitute the Agreement.