

Sample Data Agreement

This Sample Data Agreement is made effective as of the date you accept the Agreement (the "Effective Date"), between **New York Stock Exchange LLC** with a principal place of business at 11 Wall Street, New York, NY 10005 ("NYSE") you (the "Customer").

For the purposes of this Sample Data Agreement, the following terms shall have the following meanings:

"Sample Data Service" shall mean any software, data, and information contained therein, as well as any other documents and materials delivered in connection with this Sample Data Agreement, as well as any analysis results, compilation, or any other information or calculations derived by Customer from the Sample Data Service.

NYSE will provide the Test Services at no charge to Customer subject to the terms and conditions set forth below.

1. NYSE hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable, limited, revocable license for the to internally use the Sample Data Services for the sole purpose of determining whether or not to subscribe to such Sample Data Services and not for any other productive purpose. Customer is expressly restricted from: (i) any use of the Sample Data Services other than for the purposes permitted herein; (ii) making any commercial use of Sample Data Services and (iii) providing the Sample Data Services, in whole or in part, to any other person or entity (including, but not limited to, outsourcers, data vendors, etc. No copies of any part of the Sample Data Services or any documentation relating thereto may be made by Customer without the prior written consent of NYSE.

2. Customer acknowledges and agrees that it will be responsible for obtaining and maintaining at its expense all computer equipment, communication devices and services. Customer shall also maintain adequate security precautions to avoid all unauthorized access to or distribution of the Sample Data Service.

3. Customer acknowledges that the Sample Data Services and all of their component parts are the proprietary property of NYSE, and/or its affiliates and/or third-party suppliers. Customer does not hereby obtain any ownership of the Sample Data Services or any part thereof. Customer agrees to exercise at least the same degree of care to preserve the confidentiality of the Sample Data Services (and related documentation) and to maintain the proprietary rights of NYSE, its affiliates and third-party suppliers, that it exercises to protect its own Confidential Information of a similar level of sensitivity, but in no event less than a reasonable level of care.

4. NYSE AND ITS THIRD-PARTY SUPPLIERS DO NOT MAKE ANY WARRANTIES, EXPRESS, OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS, OR COMPLETENESS OF THE TEST SERVICE OR ANY DATA OR INFORMATION, CONTAINED THEREIN FURNISHED HEREUNDER OR FOR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. THE ACCURACY AND COMPLETENESS OF THE TEST SERVICES OR ANY COMPONENT THEREOF IS NOT GUARANTEED, AND NYSE AND ITS THIRD-PARTY SUPPLIERS ARE NOT LIABLE FOR ANY DAMAGES AND DO MAKE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE TEST SERVICES FURNISHED HEREUNDER. IN NO EVENT WHATSOEVER SHALL NYSE OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THEY BE LIABLE FOR ANY CLAIMS AGAINST CUSTOMER BY THIRD PARTIES.

5. Customer shall indemnify NYSE and its third-party suppliers and their respective affiliates and other third-party licensors (collectively, the "Indemnitees") against, and hold the Indemnitees harmless from, any and all losses, damages, liability, costs (including reasonable attorney's fees), resulting from any claim or demand against the Indemnitees by a third party arising out of the misuse of the Test Services received by Customer hereunder.

6. NYSE reserves the right to change or modify (i) the Sample Data Services, and/or (ii) any and all of the terms of this Sample Data Agreement. This Sample Data Agreement shall be governed by the laws of the State of New York without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York, and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State and County of New York.

7. This Sample Data Agreement shall not be assigned or transferred by Customer without the prior written consent of NYSE. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

8. Customer acknowledge and explicitly consents that the contact information and other personal information provided by Customer will be used by NYSE and/or any of its affiliates owned and controlled by Intercontinental Exchange, Inc. ("ICE") for the purpose of providing Customer with the Test Services and to enable NYSE to perform its business activities and any other activities set out in ICE's Privacy Policy referenced below, and that any entity within the ICE group of companies may share and store the aforesaid personal data with other entities within the ICE group within or outside the European Economic Area, in order to implement the aforesaid purposes. Customer also agrees that NYSE will send Customer from time-to-time marketing materials and information about its services, products and data which may be of interest. Such marketing material and information may be sent or communicated by email, telephone, post or such other similar means. The use of the personal information provided in the registration process shall be subject to ICE's Privacy Policy as amended from time to time and as listed on:

<https://www.intercontinentalexchange.com/privacy-policy>