

## DISCLOSURE

Subscribers to NASDAQ and UTP real-time data must sign The NASDAQ Stock Market, LLC ("NASDAQ") Subscriber Agreement ("Agreement") or its equivalent in order to receive the Information (Refer to definition in [Section 13](#)). While all terms are important, NASDAQ asks that you pay particular attention to the following conditions. For additional information, refer to the sections referenced at the end of each condition.

**Restrictions on uses and transfers:** The subscriber ("Subscriber") may not provide access to information described herein ("Information") or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber definitions. [[Section 1](#)]

**Most types of damages are excluded and remaining damages are limited:** NASDAQ is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount. [[Section 6](#) and [Section 7](#)]

**No implied or statutory warranties or duties:** All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate. [[Section 7](#)]

**Subscriber provides an indemnity:** Subscriber indemnifies NASDAQ and holds NASDAQ harmless for any Claims or Losses (as described in [Section 13](#)) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information. [[Section 9](#)]

**New York laws and courts apply:** Everything relating to this Agreement is governed by the laws of the United States and the State of New York. Any disputes can only be heard in New York. [[Section 12](#)]

**No oral amendments and only NASDAQ may amend:** The Agreement may not be altered orally and may only be altered by NASDAQ pursuant to an agreement procedure which includes notice to either the Subscriber or the Vendor. Failure to terminate the Agreement before, or use of Information thereafter, an amendment will be the Subscriber's consent (or confirmation of earlier consent) to the amendment. [[Section 10](#) and [Section 12](#)]

**Vendors can impact Subscriber's rights but not NASDAQ's rights:** A vendor does not have the authority to change the Agreement. Vendors are obligated to provide notice of NASDAQ changes to the Subscriber. However, if they do not, NASDAQ's notice to the Vendor is still effective, as to Subscriber including notice of cancellation. [[Section 8](#) and [Section 13](#)]

## Signature Section (Please print)

Please review the following terms and conditions of the NASDAQ Subscriber Agreement before you complete the Signature Section. You must be 18 years of age and must designate yourself as either a Non-Professional or Professional Subscriber in the following section, based on the definitions provided in [Section 13](#).

*By completing this section, I agree to the terms and conditions set forth in this NASDAQ Subscriber Agreement.*

- Subscriber Type:**     Individual – Complete section A.  
                               Firm or Organization– Complete section B.

### A. Individual Subscriber Information:

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

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

**Subscriber Status:**     Professional     Non-Professional\*

*\*To qualify as Non-Professional Subscriber, you must meet all the terms set forth in [Section 13](#).*

### B. Organizational Subscriber Information:

Subscriber Organization Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_  
*person signing on behalf of organization*

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title:             Chief Executive Officer             President             Senior Vice President  
                       Chief Operating Officer             Vice President             Managing Director

Other: \_\_\_\_\_  
*Use "Other" only if you have the same contracting authority as the listed titles.*

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### Vendor Information (for Vendor or Data Provider Use Only)

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

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*person signing on behalf of Vendor*

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

Title:             Chief Executive Officer             President             Senior Vice President  
                       Chief Operating Officer             Vice President             Managing Director

Other: \_\_\_\_\_

**The Vendor and its agents may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except by NASDAQ, is void.**

**1. USE OF DATA.** Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or Securities and Exchange Commission ("SEC") Rule. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

**(A.) Non-Professional Subscriber** — For Non-Professional Subscriber, the Information is licensed only for personal use. By representing to Vendor that Subscriber is a Non-Professional or by continuing to receive the Information at a Non-Professional Subscriber rate, Subscriber is affirming to Vendor and to NASDAQ that Subscriber meets the definition of Non-Professional Subscriber as set forth in [Section 13](#) of this Agreement. A Non-Professional Subscriber shall comply promptly with any reasonable request from NASDAQ for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

**(B.) Professional Subscriber** — For Professional Subscriber, the Information is licensed for the internal business use and/or personal use of the Professional Subscriber. Professional Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Professional Subscriber shall make its premises available to NASDAQ for physical inspection of Vendor's Service and of Professional Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

**2. PROPRIETARY DATA.** NASDAQ grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Vendor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ Requirements. Subscriber acknowledges and agrees that NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

**3. PAYMENT.** Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ (except for U.S. federal, state or local income taxes, if any, imposed on NASDAQ) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Vendor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ. For Professional Subscribers, if any payment is due directly to NASDAQ under this Agreement, payment in full is due NASDAQ in immediately-available U.S. funds within thirty (30) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

- 4. SYSTEM.** Subscriber acknowledges that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Vendor's Service. Changes or the failure to make timely changes by Vendor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ shall not be responsible for such effects. NASDAQ does not endorse or approve any equipment, Vendor or Vendor's Service.
- 5. EXCLUSIVE REMEDY.** NASDAQ shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ to perform its obligations under this Agreement, NASDAQ will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ regularly transmits the Information due to the fault of NASDAQ (except for a reason permitted in this Agreement or in NASDAQ's agreement with the Vendor), Subscriber's or any other Person's exclusive remedy against NASDAQ shall be:
- (A.)** If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ from Subscriber or, if applicable, from said other Person, for the period at issue; or
- (B.)** If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ, a prorated month's refund of any monies due for the affected Information directly to NASDAQ from Subscriber or, if applicable, from said other Person, for the period at issue.

Such credit or refund shall, if applicable, be requested in writing to NASDAQ with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

**6. LIMITATION OF LIABILITY.**

- (A.)** Except as may otherwise be set forth herein, NASDAQ shall not be liable to Subscriber, its Vendor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.
- (B.)** NASDAQ shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ regularly transmits the Information.
- (C.)** If NASDAQ is for any reason held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of NASDAQ within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Vendor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:
- (I.)** For Subscriber or any other person that continues to receive the Information or any other data and/or information offered by NASDAQ, a prorated month's credit of any monies due directly to NASDAQ from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ, a refund of any monies due directly to NASDAQ from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or
- (II.)** \$500.
- (D.)** This section shall not relieve NASDAQ, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or

from personal injury or wrongful death claims.

**(E.)** Subscriber and NASDAQ understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

- 7. DISCLAIMERS OF WARRANTIES.** NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
- 8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY.** NASDAQ's third-party information providers, for the accuracy of or for delays or omissions in any of the Information provided by them, shall have no liability for any damages, whether direct or indirect, whether lost profits, indirect, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.
- 9. CLAIMS AND LOSSES.** Subscriber will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ shall be permitted to solely defend and settle) another party (including NASDAQ) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).
- 10. TERMINATION.** Subscriber acknowledges that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Vendor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Vendor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Exchange Act and applicable rules thereunder. In addition to terminations permitted under the Vendor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Vendor and by NASDAQ with thirty (30) days written notice either to Vendor or Subscriber. NASDAQ may also alter any term of this Agreement with ninety (90) days written notice either to Vendor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ or Vendor.
- 11. NOTICES.** All communications required to be given in writing under this Agreement shall be directed to:  
The NASDAQ Stock Market, LLC  
9600 Blackwell Road, Suite 500  
Rockville, MD 20850  
Attn: Manager, Market Data Distribution
- Direct communication to Subscriber at the last address known to the Vendor shall be considered given (a.) upon actual receipt via email or other or date of first refusal, or (b.) upon posting the notice or other communication on [www.NASDAQTrader.com](http://www.NASDAQTrader.com) or a successor site. Subscriber will promptly give written notice to Vendor of any change in the name or place of residence or place of business at which the Information is received.
- 12. AMENDMENTS/AGREEMENT.** Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of NASDAQ or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any

right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Vendor's agreement, the terms of this Agreement shall prevail as between NASDAQ and Subscriber. This Agreement shall be deemed to have been made in the United States in the State of New York and shall be governed by the laws of the State of New York. Subscriber hereby agrees to submit to the jurisdiction of the courts of the State of New York for any action relating to this Agreement.

### **13. DEFINITIONS.**

- Claims or Losses — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).
- Information — Certain data and other information relating to securities or other financial instruments, products, vehicles or devices; or relating to Persons regulated by NASDAQ or to activities of NASDAQ; or gathered by NASDAQ from other sources.
- NASDAQ — The NASDAQ Stock Market, LLC and its affiliates.
- NASDAQ Requirements — All applicable laws (including intellectual property, communications and securities laws), statutes and regulations, the rules and regulations of NASDAQ and the SEC, including, but not limited to, NASDAQ's rule filings, NASDAQ's decisions and interpretations and any User Guides or successors of the components of the NASDAQ Requirements.
- Non-Professional Subscriber — Any natural person who is NOT: (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association; (b) engaged as an "investment advisor" as that term is defined in [Section 202\(a\)\(11\) of the Investment Advisors Act of 1940](#) (whether or not registered or qualified under that Act); or (c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.
- Or — Includes the word "and".
- Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.
- Professional Subscriber — All other persons who do not meet the definition of Non-Professional Subscriber.
- Subscriber — When it appears alone, the word "Subscriber" encompasses all Non-Professional and Professional Subscribers.
- Vendor's Service — The service from a vendor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.
- Vendor — For purposes of this agreement, "Vendor" shall mean "Distributor".

**End of the NASDAQ Subscriber Agreement**