

# DATA AGREEMENT

This Subscriber Agreement (this “Agreement”), dated \_\_\_\_\_, 2016 (the “Effective Date”) is between DBOT Technology Services LLC, a Delaware limited liability company, whose principal office is located at 1313 North Market Street, Wilmington DE (“DBOT Technology”) and \_\_\_\_\_, a [corporation/limited liability company], with its principal office(s) located at \_\_\_\_\_ (“Data Subscriber”), to permit Data Subscriber to receive DBOT Data (as defined below) on the terms and conditions set out in this Agreement. DBOT Technology, its parent entity, and each of their affiliates or subsidiaries that are involved in the provision of DBOT Data hereunder are collectively referred to herein as “DBOT”.

## License

During the term of this Agreement, DBOT Technology grants to Data Subscriber a non-exclusive, non-transferable license to receive and use the information related to the data produced and disseminated by DBOT ATS, LLC, an affiliate of DBOT Technology, as selected in the *Data Feed Order Form and System Description*, attached hereto as Exhibit A (the “DBOT Data”) in accordance with the terms of this Agreement.

## Proprietary Rights

Data Subscriber acknowledges and agrees that DBOT Technology has copyright, unique and other proprietary rights in DBOT Data that originates on or derives from markets operated by DBOT ATS, LLC (such market, the “DBOT ATS”). Data Subscriber’s use of such DBOT Data is subject to the limitations set out herein. In the event of any misappropriation or misuse, DBOT Technology shall have the right to obtain injunctive relief for its respective materials. This paragraph shall survive the termination of this Agreement for any reason.

## Fees

At such time as DBOT Technology provides Data Subscriber with at least sixty (60) days written notice thereof, Data Subscriber agrees to pay DBOT Technology for use of DBOT Data according to DBOT Technology’s then-current monthly charges, as set out by DBOT Technology from time to time for the physical capability, whether used or not, of receiving DBOT Data through any device or equipment (“Interrogation Device”) that DBOT Technology has authorized to be in receipt of DBOT Data (the “Receipt of DBOT Data”), including all applicable interest, late fees or penalties, if any. Thereafter, DBOT Technology will use commercially reasonable efforts to provide at least thirty (30) days’ advance notice to Data Subscriber (delivered via email and/or posted to DBOT’s website) of any changes to its fee schedule. Data Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Data Subscriber or DBOT in connection with the Receipt of DBOT Data, other than income taxes imposed on DBOT.

## Permitted Uses

Except as set forth in the “Redistribution” paragraph below, Data Subscriber shall use DBOT Data only for its internal business use and Data Subscriber shall not sell, lease, furnish, distribute or otherwise permit or provide access to (“redistribute”) DBOT Data to any third party without prior written approval from DBOT Technology.

Without limiting the generality of the foregoing, Data Subscriber may:

- a) Store DBOT Data in one or more Data Subscriber databases accessible by Data Subscriber partners, affiliates, officers and employees;
- b) Use and reproduce DBOT Data for internal business purposes consistent with this Agreement, including interrogation, retrieval, analysis, manipulation, recompilation, and report preparation;
- c) Use and reproduce DBOT Data for Data Subscriber’s own business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilize or display DBOT Data;

- d) Subject to the use of an DBOT copyright notice, provide excerpts from DBOT Data, in any medium or format (including orally, in writing, electronically or otherwise) to Data Subscriber's own clients as part of a report.
- e) Permit the general public to access its Interrogation Devices provided that (i) Data Subscriber controls the premises and accesses to them; and (ii) Data Subscriber notifies DBOT Technology in writing of such installation. Data Subscriber may allow individuals passing by or visiting the premises to operate or view the Interrogation Devices occasionally and for limited periods of time.

## Inspection

At any reasonable time on reasonable notice, Data Subscriber shall allow authorized representatives of DBOT Technology to access its premises for the purpose of examining any and all Interrogation Devices used by Data Subscriber, its partners, officers and employees and any and all records of redistribution of DBOT Data, if applicable.

## Redistribution

Data Subscriber hereby expressly agrees that if it redistributes any of DBOT Data to any affiliate or third party, it will enter into a written agreement with such party that provides DBOT Technology with contractual protections substantially similar to and at least equivalent to the following provisions set forth herein: "Proprietary Rights"; "Inspection"; "Disclaimer of Warranties"; "Limitation of Liability"; and "Indemnification. Additionally, Data Subscriber agrees to notify DBOT Technology in writing of any affiliate or third party to whom DBOT Data has been distributed to prior to redistributing such data and shall respond in writing within thirty (30) days to any DBOT Technology inquiry with respect to such third party's or affiliate's use of such DBOT Data. Notwithstanding anything contained herein, if any such affiliate or third party intends to further redistribute DBOT Data, Data Subscriber shall not provide DBOT Data to such party until such party signs a Data Agreement directly with DBOT Technology.

## Disclaimer of Warranties

DBOT expressly disclaims, and Data Subscriber hereby expressly waives, all warranties, representations, conditions, covenants or undertakings, express or implied, including without limitation warranties or conditions of merchantability and fitness for a particular purpose, timeliness, truthfulness, sequence, completeness, accuracy and freedom from interruption.

## Limitation of Liability

DBOT shall not be liable to Data Subscriber or any other person for any loss, damage, cost, expense or other liability or claim (including without limitation, loss of business profits, trading losses, loss of anticipated profits, business interruption, loss of business information or for indirect, special, punitive, consequential or incidental loss or damage or other pecuniary loss) of any nature arising from any use or inability to use DBOT Data, howsoever caused. DBOT shall not be liable to Data Subscriber or any other Person for the unavailability, interruption, delay, incompleteness or inaccuracy of DBOT Data. If DBOT is for any reason held liable to Data Subscriber or to any other Person, whether in tort or contract, the cumulative liability of DBOT to Data Subscriber and any other Person claiming through or on behalf of Data Subscriber is limited to the greater of: (A) one (1) month fees paid by Data Subscriber under this Agreement; and (B) \$500.

## Dissemination, Discontinuance or Modification

DBOT Technology is not obligated to continue to provide any type of DBOT Data in the present form or configuration or under the current specifications or requirements or to continue to use existing communications facilities. DBOT

Technology, in its sole discretion, may from time to time make additions to, deletions from or modifications to DBOT Data or manner of disseminating such DBOT Data.

## Indemnification

Data Subscriber shall indemnify and hold harmless and defend DBOT, its directors, officers, employees and agents from and against any and all suits, claims, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable solicitor's fees, arising out of or in connection with (i) any claim made by any person in respect of or as a result of any non-compliance by Data Subscriber with the terms and conditions of this Agreement; or (ii) any claim made by any person arising out of or related to Data Subscriber's receipt and use of DBOT Data, whether authorized or unauthorized under this Agreement, including without limitation any claim in respect of delays in providing, any errors in or omissions from DBOT Data, or the transmission and delivery thereof, or the termination of. This paragraph shall survive the termination of this Agreement for any reason.

## Term

Either party may terminate this Agreement on thirty (30) days prior written notice. In the event that Data Subscriber terminates this Agreement, the termination shall be effective thirty (30) days following the date on which DBOT Technology receives Data Subscriber's notice of termination. Upon termination of this Agreement, Data Subscriber shall cease using all DBOT Data.

## Entire Agreement; Modifications

This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings including, without limitation, any agreement with Data Subscriber for DBOT Data.

## Assignments

Data Subscriber shall not assign this Agreement without DBOT Technology's prior written consent, which consent shall be in DBOT Technology's sole and absolute discretion.

## Governing Law

This Agreement will be deemed to have been made in the State of Delaware and will be construed, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Delaware.

# Notices; Notification of Changes

Each party shall notify one another in writing of any address change. Data Subscriber shall promptly send DBOT Technology a written notice of any change in the information it provided pursuant to this Agreement and other information relating to the receipt of DBOT data

If to DBOT Technology:

DBOT Technology Services LLC  
1313 North Market Street, Suite 800  
Wilmington DE 19801-6101

Attn: DBOT Market Operations

If to Data Subscriber:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Data Agreement to be executed by their duly authorized officers as of the Effective Date.

Date Subscriber: \_\_\_\_\_

DBOT Technology Services LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# EXHIBIT A

## Data Feed Order Form and System Description

Initial Form

Amended Form

ADD/REMOVE Data Feed Subscription

How will you receive DBOT Data?

Directly from DBOT Technology (complete Connectivity Section A)  
Through one or more data Vendors (complete Connectivity Section B)  
Both (complete Connectivity Section A and B)

LOA request:

IBX: NY4

CAGE/SUITE: NY4:01:06555

CAB: 0218

1GbE SFP LX SMF

10G SFP+ LR SMF

PP: SC type

### System Description

Please provide a complete description of the system that makes use of DBOT Data, including the system name.

- Router:
- Algo:
- Display Screen:
- Other: