

# Cboe Global Markets Global Data Agreement

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This Cboe Global Markets Global Data Agreement (this “**Agreement**”), with an effective date as of the date of Data Recipient accepting this Agreement, is made by and between Cboe and Data Recipient. This Agreement is supplemented by the Data Policies, applicable Regulatory Requirements, Fee Schedules, Cboe Specifications, and other documents incorporated by reference, available on Cboe Global Markets’ website or successor website (the “**Website**”), and any Additional Agreements executed by the parties, as may be amended, modified, or supplemented from time to time as provided herein, that together form the entire Agreement between the parties hereto. Capitalized terms used but not defined in this Agreement are defined in the Data Policies, Regulatory Requirements, or Fee Schedules.

1. **Definitions.** The following terms, when used in this Agreement, shall have the meanings set forth below:

“**Additional Agreements**” means any additional terms and conditions or agreements entered into in writing by Data Recipient with Cboe or any of its predecessors, Affiliates, or Third-Party Information Providers relating to the subject matter hereof.

“**Affiliate**” means with respect to an entity, another entity that, from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with it.

“**Authorized User**” means an individual user (an individual natural Person) uniquely identified (by user ID and confidential password or other unambiguous method reasonably acceptable to Cboe) and authorized (by Data Recipient or an External Subscriber or Internal Subscriber) to access Data supplied to Data Recipient.

“**Cboe**” means the applicable Cboe Contracting Entity specified in Section 26 below.

“**Cboe Global Markets**” means Cboe Global Markets, Inc. and any successor organization to Cboe Global Markets, Inc.

“**Cboe Indemnified Parties**” means, collectively, Cboe, its Affiliates and Third-Party Information Providers, and its and their respective owners, officers, directors, employees, contractors, and agents.

“**Cboe Specifications**” means the written specifications, as may be amended, modified, or supplemented from time to time, with which Data Recipient’s system must comply.

“**Cboe System**” means any system Cboe or its Affiliates have developed for creation and/or dissemination of Data.

“**Change of Control**” means the occurrence of a change in the Person who: (a) directly or indirectly Controls; or (b) is directly or indirectly Controlled by; or (c) is in common Control with, Data Recipient.

“**Claims and Losses**” means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, judgments, settlements and expenses of any 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, and (b) reasonable administrative costs, investigatory costs, litigation costs and auditors’ and attorneys’ fees and expenses (including in-house personnel).

“**Connectivity Fees**” means fees charged specifically for connecting to a Cboe System, directly or indirectly, in order to receive Data.

“**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract, or otherwise.

“**Data Controls**” means any of Data Recipient’s systems, rules, procedures, authorizations, and policies that, when taken together and to the satisfaction of Cboe: (a) record and identify all authorized access to Data, and (b) prevent any unauthorized access to Data or identify and record unauthorized access and facilitate proper action.

**“Data”** means certain data and other information disseminated by a Cboe System: (a) relating to securities or other financial instruments, products, vehicles, currencies, indices, values, indicators, markets or other means; (b) related to Persons regulated by an Exchange or to activities of an Exchange; or (c) made available by Cboe as Cboe may designate from time to time.

**“Data Fees”** means fees other than Connectivity Fees charged pursuant to this Agreement in connection with the use or redistribution of Data.

**“Data Order Form”** means an order form for the receipt and use of Data (including a Cboe Global Markets Data Order Form and System Description provided to Data Recipient by Cboe) that has been submitted by Data Recipient and accepted by Cboe, including via electronic means.

**“Data Policies”** means such policies with respect to receipt, use and/or distribution of Data as Cboe or its Affiliates may adopt and make publicly available from time to time.

**“Data Recipient”** means the party that has executed this Agreement with Cboe referenced below, and its Affiliates as identified in writing to Cboe, that (a) receive and use Data for internal purposes, and/or (b) receive and distribute Data, in each case pursuant to and in accordance with the terms and conditions of this Agreement and Regulatory Requirements.

**“Data Recipient Indemnified Parties”** means, collectively, Data Recipient and its Affiliates, and its and their respective owners, officers, directors, employees, contractors, and agents.

**“Data Recipient Invoiced Subscribers”** means any Data Users for which Data Recipient is required to pay Data Fees to Cboe pursuant to this Agreement.

**“Data Subscriber Agreement”** means any agreement that Cboe or its Affiliates may require Data Recipient to obtain from an External Subscriber prior to Data Recipient providing such External Subscriber with Data.

**“Data User”** means any Person that receives Data from Data Recipient, including, without limitation, an Internal Subscriber, External Subscriber or Authorized User.

**“Device”** means any computer, workstation, server, or other item of equipment, fixed or portable, that receives, accesses, processes, and/or displays Data in visual, audible, or other form. A Device is deemed to receive Data if the Device is entitled by Data Controls operated by Data Recipient or an Internal Subscriber or External Subscriber.

**“Exchange”** and **“Exchanges”** means, individually or collectively, any Affiliate of Cboe Global Markets that operates a national securities exchange, designated contract market, alternative trading system, multilateral trading facility, recognized exchange, regulated investment exchange, proprietary trading system, or other organized trading venue.

**“External Subscriber”** means any Data User not affiliated with Data Recipient that receives Data where Data Recipient can substantially control Data for the purpose of reporting usage, providing access or qualification.

**“Fee Schedule”** means an applicable Cboe or Cboe Affiliate Fee Schedule or Price List, as in effect from time to time.

**“Internal Subscriber”** means any Data User affiliated with Data Recipient that receives Data where Data Recipient can substantially control Data for the purpose of reporting usage, providing access or qualification.

**“Insolvency Event”** means where a Person ceases or threatens to cease to carry on business, becomes insolvent (meaning that it is unable to pay its debts when they become due), has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction, and a person shall be “solvent” where it has not undergone (or having undergone, is discharged from all effects of) an Insolvency Event.

**“ISV”** or **“Independent Software Vendor”** has the meaning set forth in the Rules of Cboe Futures Exchange, LLC.

**“Member”** means, collectively, any Member, Participant, subscriber, Trading Permit Holder, Trading Privilege Holder, or user of an Exchange, as applicable.

**“Person”** means any individual natural person, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity.

**“Redistributor”** means an entity other than Cboe from which Data Recipient or any other Data User receives Data, which entity cannot substantially control the Data received by Data Recipient for purposes of reporting usage, providing access and qualification.

**“Regulatory Requirements”** means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of any applicable regulatory authority, such as the Securities and Exchange Commission and the Financial Industry Regulatory Authority (for U.S. activities) and the member jurisdictions of the Canadian Securities Administrators and the Canadian Investment Regulatory Organization (for Canadian activities) and the Australian Securities and Investments Commission (for Australian activities); (b) the rules and regulations, disciplinary decisions and rule interpretations of the Exchanges; (c) the Exchanges’ decisions, policies (including without limitation the Data Policies), interpretations, user guides, operating procedures, specifications (including without limitation the Cboe Specifications), requirements and other documentation that is regulatory or technical in nature published on the Website; and (d) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other legal or regulatory requirements in effect in the respective national, state, provincial, local, or other relevant jurisdictions in which the Exchanges are located.

**“System Description”** means any written description of Data Recipient’s system for receiving, storing, processing, using, entitling, transmitting, and disseminating Data that is provided to and approved by Cboe.

**“Third-Party Information Providers”** means Persons that are not Affiliates of Cboe and that are the source and/or owner of Data distributed under this Agreement or are involved in any aspect of creating or providing Data distributed under this Agreement. For example, and not as a limitation, this definition includes Persons that are not Affiliates of Cboe that create, own, license and/or provide Data to Cboe (such as providers of indexes and other values), and Persons whose information or methodology is used to create Data distributed by Cboe (such as providers of input data used to calculate indexes or other values), and licensors of indexes used as the underlying for index options, futures or other derivative contracts for which Cboe distributes Data.

**“User Agreement”** means an agreement (either via a written contract or via Exchange rules applicable to Members) by and between Data Recipient and an Exchange, pursuant to which Data Recipient has the right to access the Exchange to, among other things, enter orders on the Exchange, receive status updates on orders, cancel orders, and execute trades against orders on the Exchange, as such agreement may be amended, modified, or supplemented from time to time.

**2. Exchange Users.** All rights under this Agreement granted to any Data Recipient that is also party to a User Agreement are granted subject to the terms and conditions of this Agreement and are in addition to the rights granted to Data Recipient under the User Agreement.

If Data Recipient is a Member, then Data Recipient expressly acknowledges and agrees that: (a) this Agreement does not limit or reduce in any way Data Recipient’s obligations and responsibilities as a Member; (b) this Agreement does not in any way alter the procedures or standards generally applicable to disciplinary or other actions taken by the Exchanges to enforce compliance with, or impose sanctions for violations of, applicable Regulatory Requirements; and (c) the nonpayment of amounts due under this Agreement could result in the suspension or cancellation of Data Recipient’s membership on an Exchange in accordance with applicable Regulatory Requirements.

**3. Other Recipients.** If Data Recipient has not entered into a User Agreement with the Exchange, by entering into this Agreement, Data Recipient has the right to access the Exchange to receive data feeds from the Exchange for internal purposes and for the distribution of, or otherwise enabling access (directly or indirectly) to, Data, as described in Data Recipient’s System Description and approved by Cboe and not for any purpose inconsistent with the terms of this Agreement.

**4. License.** Except as otherwise expressly provided herein, Cboe hereby grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except as provided in Section 20), revocable license permitting Data Recipient and its Affiliates, during the term of this Agreement, to: (a) receive, store, process, commingle, and use for their own internal purposes any Data received (i) directly from Cboe, or (ii) from another authorized Data provider that has entered into a Cboe Global Markets Global Data Agreement with Cboe, such as an extranet service provider, ISV or other Redistributor; and (b) distribute such Data to any Person that is (i) an External Subscriber that has entered into a Data Subscriber Agreement, (ii) another authorized Person that has entered into a Cboe Global Markets Global Data Agreement with Cboe and an agreement with Data Recipient, or (iii) otherwise authorized in writing by Cboe, either individually or as a member of a category, to receive access to Data, in each case in accordance with the terms of this Agreement, any Additional Agreements and Regulatory Requirements, as may be amended, modified, or supplemented from time to time. Data Recipient may furnish limited amounts of Data 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, so long as any such furnishing is not regular or systematic and occurs only on an ad hoc occasional and infrequent basis. Notwithstanding anything to the contrary herein, Data Recipient shall not use, or permit any third party to use, any Data (i) as input data (e.g., as a constituent or signal) in the creation or calculation of any index or similar work or to create input data for use in the creation or calculation of any index or similar work, or (ii) to create any financial instrument, investment product, or investment strategy that is based on, or seeks to match the performance of, values included in the Data, except as otherwise set forth in the Data Policies or otherwise authorized in writing by Cboe or a Cboe Affiliate or, with respect to any Data owned by a third party, the applicable Third-Party Information Provider. See the Data Policies for further details.

Furthermore, Data Recipient represents and warrants that the detailed description of its system for receiving, storing, reproducing, processing, using, entitling, transmitting and disseminating Data, as described in its System Description, including, but not limited to, the data processing equipment, software and communications facilities related thereto, is true, complete and not misleading, and that Data Recipient and its Data Users are authorized to receive and use the Data only for the purposes set forth in this Agreement, any Additional Agreements, and applicable Regulatory Requirements. Any use or distribution of the Data by Data Recipient and its Data Users, including, but not limited to, reprocessing or creating derived data or services, unless expressly described in Data Recipient's System Description and approved by Cboe, is prohibited. Data Recipient agrees that it shall not use or distribute the Data at any time in contravention of applicable Regulatory Requirements, including, and without limitation, the restrictions on the display or other distribution of information as set forth in Section 603(c) of Regulation NMS and Section 5.2(c)(iii) of the Options Price Reporting Authority ("OPRA") Plan if applicable.

Should Data Recipient intend to make any material change to its service and/or systems for use and/or distribution of the Data (including, but not limited to, redistribution and reproduction) not then described in Data Recipient's System Description, Data Recipient may only do so with Cboe's prior written approval of Data Recipient's revised System Description and subject to payment of applicable fees. Cboe shall promptly and in good faith approve or disapprove proposed modifications to Data Recipient's System Description. Data Recipient acknowledges and agrees that it acts at its own risk in developing any modification to its service and/or systems prior to receiving approval from Cboe in accordance with this Section 4. Data Recipient is not required to notify Cboe of non-material changes to its System Description.

Cboe expressly reserves any and all other rights in and to the Data other than the limited license rights granted in accordance with this Agreement.

**5. Record Retention by Data Recipient.** Data Recipient shall maintain complete and accurate records relating to the use and distribution of Data in accordance with applicable Regulatory Requirements and other such information as Cboe from time to time may reasonably request in writing.

**6. Reporting.** Data Recipient shall comply with Regulatory Requirements relating to usage reporting, such as reporting Data Users, Devices, and other units of count as specified in the Data Policies.

**7. Proprietary Nature of Data.** The Data, Cboe Specifications, and the Cboe Systems constitute valuable property of Cboe and its Affiliates (and/or their Third-Party Information Providers) and the Data Recipient must use them only in accordance with this Agreement or as authorized by Cboe. Data Recipient expressly acknowledges and agrees that, as between Cboe and Data Recipient, Cboe has the exclusive proprietary rights in and to the Cboe Specifications, Cboe Systems, and Data that (a) originates on or relates to trading on any of the Exchanges; (b) relates to activities that are

regulated or operated by one or more of the Exchanges; (c) Cboe derives from Data that originates on or relates to any of the Exchanges; and (d) is a compilation of information and data that Cboe gathers from other sources pursuant to separate agreements with those sources. The Cboe Specifications, Cboe Systems, and all Data, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between Cboe and Data Recipient, be and remain the sole and exclusive property of Cboe. Data Recipient shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance, and full enjoyment by Cboe, its licensors, licensees, transferees, and assignees, of their proprietary or other rights in any Data, Cboe System, or Cboe Specifications. Data Recipient further acknowledges and agrees that Third-Party Information Providers (i) have exclusive proprietary rights in their respective information and data, and (ii) may impose certain requirements on the use and distribution of their respective information and data and/or information derived from their information and data that may be more restrictive than the rights set forth herein, and accordingly Data Recipient's rights under this Agreement with respect to Data including or based on such third-party information and data is subject to any such requirements imposed by the subject Third-Party Information Provider from time to time, notwithstanding any terms and conditions of this Agreement to the contrary, and any violation of such requirements shall constitute a breach hereunder. Cboe makes no proprietary claim to Derived Data (as defined in the Data Policies).

**8. Protection of Data.** Data Recipient agrees to use commercially reasonable efforts to prevent any Person from obtaining Data through its equipment or facilities, except as authorized hereunder or in an Additional Agreement. In the event Data Recipient has reason to believe any Data is being obtained by an unauthorized Person from Data Recipient, or its Affiliates or Data Users, Data Recipient agrees to use commercially reasonable efforts to ascertain the source from which, and the manner in which, the same is being obtained and to promptly inform and cooperate with Cboe fully with respect thereto. During the term of this Agreement, Data Recipient shall maintain effective Data Controls for any part of Data Recipient's service for which Data Recipient controls access to Data.

**9. Right to Deny Use or Distribution.** Cboe retains the right to direct Data Recipient to terminate any use or distribution of Data for any or no reason, in which event Cboe shall notify Data Recipient and Data Recipient shall cease using and/or distributing Data as directed by Cboe as soon as commercially practicable.

**10. Use of Name.** Cboe shall not: (a) advertise or publicly announce that it is providing services to Data Recipient or its Affiliates or (b) use the name of Data Recipient or any Affiliate thereof in any advertising or promotional materials, including but not limited to, any published list of data recipients or other clients in its Website displays, without the prior written consent of Data Recipient.

**11. Right to Audit.** During the term of this Agreement and for a period of 12 months thereafter, Data Recipient shall allow Cboe or its appointed agent to inspect Data Recipient's records and systems to verify that internal use and/or distribution of Data (including review of any records regarding the use of, or redistribution of, the Data and locations where the Data is being received) has been in accordance with this Agreement, the Data Policies and Regulatory Requirements. See the Data Policies for further details.

**12. Qualification Requirements; Data Recipient Indemnification.** Except as otherwise set forth in this Agreement, Data Recipient shall only furnish, or cause or permit to be furnished, all or any part of Data to Data Users that, at the time of receipt thereof, are of a type qualified (as set forth in applicable Regulatory Requirements) to receive Data from Data Recipient. Data Recipient agrees that Cboe may have different qualification requirements for different Data Users. Data Recipient shall defend, indemnify and hold harmless the Cboe Indemnified Parties from Claims and Losses (i) based on or related to Data received by Data Recipient (including without limitation, any Data received, used and/or distributed by Data Recipient) or (ii) arising from Data Recipient's election to distribute Data to a Data User or Person without an executed Data Subscriber Agreement with such Data User or Person.

If any Data User fails to comply with any of the terms or conditions of this Agreement applicable to Data Users, its agreement with Data Recipient for Data, or any other agreement between Data User and Cboe (including the Additional Agreements), or has made any representation in any such agreement which was or has become untrue, then Data Recipient shall, within 5 business days after receipt of notice from Cboe of such failure or untruth, cease providing Data to such Data User and shall, within 10 business days following the receipt of such notice, confirm such cessation by notice to Cboe. Data Recipient shall be solely responsible for the acts and omissions of Internal Subscribers. If a Data User is to be terminated under this provision, then Cboe will request all Data Recipients to cease providing Data to such Data User.

**13. Warranty; Disclaimers; Modifications.** Cboe represents and warrants that it has the right to grant the rights herein granted to Data Recipient. Cboe represents and warrants that the Data that it makes available to Data Recipient hereunder will be equivalent to the Data it makes available to other Persons entering into a Cboe Global Markets Global Data Agreement that are subscribing to the same Data through the same Data service. Notwithstanding the foregoing, Data Recipient acknowledges and agrees that nothing in this Agreement constitutes an undertaking by Cboe to continue: (a) to make Data, any Cboe System, or any aspect of either, available in the present form or configuration or under the current Cboe Specifications; or (b) to use existing communications facilities. In addition, Cboe, in its sole discretion, may make modifications, additions, and/or deletions to Data, any Cboe System, or any aspect of either, including its communications facilities. Cboe will use commercially reasonable efforts to provide Data Recipient with at least 60 days' notice of any material modification, addition, or deletion to such items, except to the extent a shorter period is: (x) required due to any situation that necessitates modifications, additions, or deletions on an accelerated basis or otherwise precludes such advance notice, or (y) required pursuant to Regulatory Requirements or an order of a court or an arbitrator or by a regulatory agency.

**14. Fees.** Data Recipient agrees to make timely payment to Cboe or Cboe's designee of applicable Connectivity Fees and Data Fees, as well as any applicable late fees for the failure to make payment within the required time period, in accordance with the applicable Fee Schedules. Connectivity Fees and Data Fees are payable within 30 days of the invoice date. Data Recipient will be solely responsible for any and all telecommunications costs and all other expenses incurred in connecting to and maintaining its connection to, the Cboe System. Failure to make payments within 30 days from the invoice date may result in suspension or termination of distribution of Data by Cboe to Data Recipient. Subject to Regulatory Requirements, Cboe reserves the right to change fees stated in a Fee Schedule, including Connectivity Fees and Data Fees, applicable to Data Recipient. Cboe will use commercially reasonable efforts to provide advance notice to Data Recipient (delivered via email and posted to the Website) of any changes to Connectivity Fees. Except to the extent a longer notice period is required pursuant to Regulatory Requirements, Cboe will use commercially reasonable efforts to provide at least 60 days advance notice to Data Recipient (delivered via email and posted to the Website) of any changes to Data Fees, provided, however, that such notice shall be not less than 30 days prior to the effectiveness of the change. Cboe may amend a Fee Schedule without notice where the amendment is to introduce a new Data product. **Receipt or use of Data after the applicable notice period for any change of Connectivity Fees or Data Fees shall constitute acceptance of such changes by Data Recipient.**

Data Recipient is not required to actually invoice Data Recipient Invoiced Subscribers, but, in any event, Data Recipient shall be responsible for the charges associated with the Data Recipient Invoiced Subscribers. Data Recipient shall bear all risk of non-payment by Data Recipient Invoiced Subscribers or by Data Users for which Data Recipient is responsible for the charges. Data Recipient may choose to pay Cboe any charges due on behalf of any Data User. Upon Data Recipient's payment to Cboe on behalf of any Data User of any charges due hereunder, Data Recipient shall be subrogated to any and all rights of Cboe to recover such charges. Data Recipient shall pay any taxes, charges, or assessments (other than taxes imposed on the net income of Cboe) by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof relating to the provision, receipt, use or distribution of Data pursuant to this Agreement, and any related penalties or interest. In addition, if Data Recipient or any Data Recipient Invoiced Subscriber is required by applicable law to deduct or withhold any such tax, charge or assessment from the fees due Cboe, then such fees due from Data Recipient to Cboe shall be increased so that the net amount actually received by Cboe after the deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the fees that are owed.

**15. Term and Termination.** This Agreement, subject to earlier termination in accordance with its terms, shall continue until it is terminated either by Data Recipient on not less than 30 days' written notice to Cboe or by Cboe on not less than 60 days' written notice to Data Recipient. Notwithstanding the foregoing, the right to receive or use the Data may be suspended (in whole or in part) or this Agreement may be terminated immediately upon written notice by Cboe in the event that (a) Data Recipient is not permitted or not able to receive or Cboe is prevented from disseminating Data, or any part thereof; (b) any representation, warranty, or certification made by Data Recipient in this Agreement or in any other document furnished by Data Recipient is, as of the time made or furnished, materially false or misleading; (c) Data Recipient's actions or omissions result in a default of its obligations or covenants under this Agreement or in a breach of any representation, warranty, certification, or other provision of this Agreement, which is material to Cboe or a Cboe Affiliate for regulatory, commercial or other reasons, after Cboe has notified Data Recipient in writing that such action constitutes a default or breach hereunder and has not been cured within 30 days of receipt of such notification by Cboe; (d) Data Recipient becomes subject to trade sanctions issued by the United States or other national or international governmental entity; (e) Cboe, in its sole reasonable discretion, determines that any failure on the part of Data Recipient to comply with this Agreement has or

is likely to have a materially adverse impact on the operation or performance of any Cboe System, Data, or Cboe Affiliate, or is likely to cause disproportionate harm to Cboe's or a Cboe Affiliate's interests should termination be delayed; or (f) the Data Recipient is the subject of an Insolvency Event. The following Sections will survive the termination or expiration of this Agreement for any reason: (a) Sections 1, 5-8, 10-19, 21, 22, 24-27, 29, and 30 and (b) any other provision expressly stated to survive. Any terms and conditions of the Additional Agreements incorporated herein by reference which by their terms are stated to survive the termination or expiration of such Additional Agreements shall survive the termination or expiration of this Agreement.

**16. Confidentiality.** Under this Agreement, Cboe (and any Cboe designee conducting an audit pursuant to this Agreement) shall keep confidential Data Recipient's System Description and Data Recipient's records, reports and payments that Cboe or its designee has reviewed or audited, and any other Data Recipient information or material reasonably considered to be of a confidential nature (whether or not designated as such), as well as any and all information received in connection with this Agreement, including but not limited to, business, financial, operational, product, service and other information. Data Recipient acknowledges that it may also obtain confidential information, data, or techniques of Cboe or its Affiliates or their respective Third-Party Information Providers (whether or not designated as such). All such confidential information, whether written or oral, shall be deemed confidential upon disclosure to the receiving party. Except as otherwise set forth herein, the receiving party shall use such confidential information solely for use consistent with the purposes of this Agreement; shall hold such confidential information in confidence; and shall not use, disclose, copy, or publish any such confidential information without the prior written approval of the disclosing party. The receiving party shall take reasonable security precautions, including at least as great as the precautions it takes to protect its own confidential information of a similar type, but no less than reasonable care, to keep confidential the confidential information of the disclosing party. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of confidential information and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the confidential information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of confidential information or copying of, use of, access to or distribution of the Data or any information, data or software contained therein in breach of this Agreement, and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Notwithstanding anything herein to the contrary, Cboe (or a Cboe Affiliate) or Data Recipient may disclose confidential information to the extent: (a) demanded by a court, arbitrator, or government or regulatory agency with jurisdiction over one or more of the Exchanges or over Data Recipient or any judicial, government, or regulatory order; (b) necessary to fulfill any Cboe (or Cboe Affiliate) or Data Recipient regulatory responsibility, including any responsibility over Members and associated Persons under applicable Regulatory Requirements; or (c) necessary for Cboe (or a Cboe Affiliate) or Data Recipient and their respective employees, directors, and other agents to use such confidential information consistent with the purposes of this Agreement. If a party is required to disclose information pursuant to clauses (a) and (b) immediately above, such party shall notify the disclosing party in writing, to the extent permitted by law or regulation, of such requirement prior to disclosing such information and provide the original disclosing party with an adequate opportunity to obtain, at its own expense, a protective order or other reliable assurance that confidential treatment will be accorded to the confidential information. The duties in this Section 16 do not apply to data, information, or techniques that: (i) were lawfully in the receiving party's possession prior to the date of this Agreement, provided the source of that information was not known by the receiving party to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to the disclosing party; (ii) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party generally known to the public; (iii) is rightfully obtained by the receiving party from a third party so long as the receiving party does not know that the third party has breached any obligation not to reveal such data, information, or techniques; or (iv) can be demonstrated was independently developed by the receiving party without use or reference to the confidential information. All confidential information is and shall remain the property of the disclosing party. By disclosing confidential information to the receiving party, the disclosing party does not grant any express or implied right to the receiving party to or under any patents, copyrights, trademarks, or trade secret information.

Cboe shall not disclose its audit findings to any third parties (other than to relevant Third-Party Information Providers, Cboe's Affiliates and to Cboe's and its Affiliates' directors and independent consultants or subcontractors that are subject to confidentiality obligations or as otherwise set forth herein) and all information learned in connection with an audit shall constitute Data Recipient's confidential information. Notwithstanding the foregoing, nothing herein shall prevent Cboe from using the audit findings to the extent the findings are used in the aggregate with other information and such aggregation

does not (a) specifically identify Data Recipient or (b) create a context where Data Recipient's identity may be reasonably inferred.

**17. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by law, except to the extent of gross negligence, fraud or willful misconduct by Cboe, or a claim arising out of Cboe indemnification or confidentiality obligations set forth herein, Cboe Indemnified Parties shall not be liable to Data Recipient or its Affiliates, or to any other Person, for Claims and Losses related to the Data, including for any inaccurate or incomplete Data received from Cboe or from a Redistributor, any delays, interruptions, errors, or omissions in the furnishing thereof, or any direct, indirect or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors, or omissions. DATA RECIPIENT EXPRESSLY ACKNOWLEDGES THAT DATA AND ANY AND ALL MATERIAL RELATED TO DATA, INCLUDING BUT NOT LIMITED TO THE CBOE SYSTEMS AND CBOE SPECIFICATIONS, ARE BEING PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13, DATA RECIPIENT ACKNOWLEDGES THAT CBOE INDEMNIFIED PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO DATA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT TO THE EXTENT OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT BY CBOE, CBOE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO DATA RECIPIENT, OR TO ANY OTHER PERSON, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS OR LOST PROFITS, ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF CBOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABSENT GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT BY DATA RECIPIENT, OR A CLAIM ARISING OUT OF DATA RECIPIENT'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, DATA RECIPIENT INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF DATA RECIPIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Data Recipient hereby acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within twelve (12) months from the date of the claim arising, and failure to do so shall result in any such claim automatically and irrevocably expiring.

**18. Indemnification by Data Recipient.** Except to the extent of gross negligence, fraud, or willful misconduct by Cboe Indemnified Parties, Data Recipient, and its Affiliates agree to indemnify, defend, and hold harmless Cboe Indemnified Parties from and against any and all Claims and Losses imposed on or asserted against Cboe Indemnified Parties by a third party resulting from, in connection with, or arising out of (a) any failure of a Data User to comply with the terms and conditions of any Cboe required agreement for Data if Data Recipient has failed to notify Cboe in writing of such non-compliance within 10 days after Data Recipient knows of such non-compliance (unless such Data User is a party to a Cboe Global Markets Global Data Agreement); (b) any assertion of Claims and Losses relating to this Agreement against any Cboe Indemnified Party made by any Data User (or any third party relying upon Data received by such Data User, unless such Data User is party to a Cboe Global Markets Global Data Agreement); (c) the receipt, use, or redistribution of Data in breach hereof by Data Recipient or its Affiliates; (d) any failure by Data Recipient or its Affiliates to comply with its obligations under this Agreement; and (e) any claim by any third party that the use of Data Recipient's service (except the Data) infringes any copyright, patent, trademark, trade secret, or other intellectual property right; provided that: (i) Cboe promptly notifies Data Recipient in writing of any claim, action, or allegation; however, failure to promptly notify Data Recipient of a claim shall not relieve Data Recipient of its indemnification obligations hereunder except to the extent that such failure prejudices the rights of Data Recipient; (ii) Data Recipient shall have sole control of the settlement and defense of any action to which this indemnity relates, but, upon Cboe request, shall inform Cboe of the status of any proceedings or negotiations; and (iii) Cboe reasonably cooperates to facilitate such defense. Data Recipient, in defending any such claim, action, or allegation, except with the written consent of Cboe Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which (A) does not include, as an unconditional term, the grant by the claimant to the Cboe Indemnified Parties of a release of all liabilities in respect to such claim, action, or allegation and (B) subjects Cboe Indemnified Parties to any obligation in addition to those set forth herein. Cboe shall use all reasonable efforts to mitigate its loss, damage, costs, and expense. Any costs recovered in a settlement will be for the account of Data Recipient.

**19. Indemnification by Cboe.** Cboe agrees to indemnify, defend, and hold harmless Data Recipient Indemnified Parties from and against all Claims and Losses imposed on or asserted against a Data Recipient Indemnified Party by a third party resulting from, in connection with, or arising out of a claim that Data, or Data Recipient's use thereof, or any Cboe System infringes any copyright, patent, trademark, trade secret, or other intellectual property right; provided that: (a) Data Recipient promptly notifies Cboe in writing of any claim, action, or allegation; however, failure to promptly notify Cboe of a



claim shall not relieve Cboe of its indemnification obligations hereunder except to the extent that such failure prejudices the rights of Cboe; (b) Cboe shall have sole control of the settlement and defense of any action to which this indemnity relates, but, upon Data Recipient's request, shall inform Data Recipient of the status of any proceedings or negotiations; and (c) Data Recipient reasonably cooperates to facilitate such defense. Cboe, in defending any such claim, action or allegation, except with the written consent of Data Recipient Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which (A) does not include, as an unconditional term, the grant by the claimant to the Data Recipient Indemnified Parties of a release of all liabilities in respect to such claim, action, or allegation and (B) subjects Data Recipient Indemnified Parties to any obligation in addition to those set forth herein. Data Recipient shall use all reasonable efforts to mitigate its loss, damage, costs, and expense. Any costs recovered in a settlement will be for the account of Cboe.

Cboe shall not have the obligation to indemnify, defend, and hold harmless Data Recipient Indemnified Parties for any and all Claims and Losses imposed on, incurred by, or asserted against a Data Recipient Indemnified Party as a result of any allegation of infringement or misappropriation (i) if any Cboe System, Data, or Cboe Specifications have not been used in accordance with this Agreement which resulted in such infringement or misappropriation, (ii) if Data Recipient uses any Cboe System, Data, or Cboe Specifications after Cboe notifies Data Recipient of a potential or actual infringement claim, (iii) to the extent it is based on use of a superseded version of any Cboe System, Data, or Cboe Specifications if such infringement or misappropriation would have been avoided by use of the current version of the Cboe System, Data, or Cboe Specifications, or (iv) if the infringement or misappropriation claim, action, or allegation is the result of the combination, operation, or use of any Cboe System, Data, or Cboe Specifications with hardware, software, or materials, other than those furnished by Cboe, if such infringement or misappropriation would have been avoided by the use of the Cboe System, Data, or Cboe Specifications without such hardware, software, or materials.

In the event of a claim, action, or allegation of infringement or misappropriation or if, in Cboe's reasonable opinion, such a claim, action, or allegation is likely to occur or if the use of any Cboe System, Data, or Cboe Specifications is enjoined because of infringement or misappropriation, Cboe may, at its sole option and expense: (i) procure for Data Recipient the right to continue using the Cboe System, Data, or Cboe Specifications; (ii) replace or modify the Cboe System, Data, or Cboe Specifications to be non-infringing, and require the return of the potentially infringing or misappropriating items, if applicable, without liability to Data Recipient or any other third party; or (iii) terminate this Agreement immediately without liability to Data Recipient (other than indemnification by Cboe in accordance with this Section) or any third party.

This Section sets forth the entire liability of Cboe and the exclusive remedy of Data Recipient for the infringement or misappropriation of intellectual property by Cboe.

**20. Assignment; Change of Control.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. Data Recipient may not assign this Agreement in whole or in part without the prior written consent of Cboe; provided, however, that Cboe shall not unreasonably withhold such consent. Notwithstanding the foregoing, Data Recipient may assign this Agreement in its entirety to (a) an Affiliate or subsidiary; (b) a successor of Data Recipient, by consolidation, merger, or operation of law; or (c) a purchaser of all or substantially all of Data Recipient's assets, in each case without the prior written consent of Cboe, provided that Data Recipient (i) is not currently in breach of this Agreement or delinquent in any fees owed to Cboe hereunder and (ii) provides prior written notice to Cboe. Cboe may require the assignee to enter into a new agreement with Cboe. Cboe may assign or transfer this Agreement or any of its rights or obligations hereunder to a related or an unrelated party pursuant to written notice to Data Recipient. Data Recipient shall notify Cboe within fifteen (15) days of any Change of Control.

**21. Force Majeure.** Neither party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay fees when due) caused by an event that is beyond the party's control; provided, however, that such party shall use commercially reasonable efforts to remedy the situation and resume performance as specified in this Agreement.

**22. Severability.** Each provision of this Agreement is intended to be severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, such provision of this Agreement shall be severed and the illegality, invalidity or unenforceability of that provision will not affect: (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

**23. Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

**24. Entire Agreement; Priority Rules; Acceptance; Amendment; Waiver.** Notwithstanding anything in this Agreement to the contrary, the terms and conditions of any applicable Additional Agreements shall be incorporated herein by reference, and, together with this Agreement, shall constitute the complete and entire statement of all conditions and representations of the agreement between Cboe and Data Recipient with respect to its subject matter and shall supersede all prior writings or understandings with respect thereto. If there is any conflict or inconsistency among this Agreement and the documents incorporated herein by reference with respect to the use or distribution of Data as contemplated herein, the following order of precedence shall apply, to the extent applicable to Data Recipient: (a) Regulatory Requirements; (b) applicable Fee Schedules; (c) this Agreement; (d) the applicable System Description; (e) the User Agreement; and (f) Additional Agreements, if any.

Data Recipient shall be deemed to accept this Agreement by executing this Agreement, or if not so accepted, by executing a Data Order Form that references this Agreement or by otherwise receiving Data or accepting the benefit of this Agreement. Furthermore, for greater certainty, any Data Order Form pertaining to Data or subscriptions in existence at the time when this Agreement goes into effect shall remain in effect as a Data Order Form under this Agreement as if such Data Order Form were executed on the effective date of this Agreement, unless Cboe has notified otherwise. The individual signing this Agreement for Data Recipient represents and warrants, and Data Recipient agrees, that such individual is duly authorized by Data Recipient to sign this Agreement on Data Recipient's behalf and to bind Data Recipient hereto. The parties agree that Cboe shall be entitled to rely on any Data Order Form submitted by an employee of Data Recipient, as binding on Data Recipient.

Cboe shall be deemed to have accepted this Agreement and/or any duly submitted Data Order Form when Cboe begins providing, or otherwise authorizes Data Recipient's receipt or use of, the Data selected by Data Recipient in any such Data Order Form.

Except as may otherwise be set forth in this Agreement, Cboe or its Affiliates may amend this Agreement and the Data Subscriber Agreement on 90 days' prior written notice to Data Recipient, and may amend the Data Policies on 60 days' prior written notice to Data Recipient (and will use commercially reasonable efforts to provide advance notice of amendments to the Cboe Specifications and other documents incorporated herein by reference), and any receipt or use of Data after the notified date is deemed acceptance. The means of notifying Data Recipient of such amendment may include, but are not limited to, emailing the amended term(s) to Data Recipient or posting such amended term(s) on the Website with written notice to Data Recipient that includes a link to the amended term(s) posted on the Website. If Data Recipient objects to any such amendment, Data Recipient may terminate the Agreement on not less than 30 days' written notice in accordance with Section 15. Data Recipient acknowledges and agrees that any Data Order Form pertaining to Data or subscriptions in existence at the time of an amendment (including a Data Order Form under an Additional Agreement that is being supplanted by this Agreement) shall remain in effect as a Data Order Form or subscription under the amended term(s) of this Agreement as if such Data Order Form were executed or subscription effective on the date of the amendment, unless Cboe has notified otherwise.

Cboe may amend this Agreement, the Data Subscriber Agreement, and the Data Policies without notice where the amendment is to introduce a new Data product.

No failure on the part of Cboe or Data Recipient to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the 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.

**25. Notices.** Any notice given pursuant to this Agreement shall be in writing. Notice to Data Recipient may be given by any overnight courier service recognized nationally in the United States to the address for Data Recipient on file with Cboe or by email to the email address for Data Recipient on file with Cboe. Notice to Cboe may be given by the same means to the address or email address of Cboe set forth in the Data Policies. Either party may change its address or email

address for receipt of notices by providing notice of the change to the other party. Notice shall be deemed to have been given two days after the date that a properly addressed document is delivered by overnight delivery service. Notice by email shall be deemed to have been given the next business day after delivery, which may be evidenced by an electronic delivery receipt.

**26. Cboe Contracting Entity; Governing Law; Venue.** The Cboe entity(ies) entering into this Agreement with Data Recipient (the “**Cboe Contracting Entity**”) is determined based on the ~~Data~~–Product Category selected by the Data Recipient in a Data Order Form using the chart below. If Data Recipient selects (in the same or successive Data Order Forms) Product Categories associated with different Cboe Contracting Entities, then the applicable Data Order Form(s) together with the terms and conditions of this Agreement (including the applicable Data Policies, Regulatory Requirements, Fee Schedules, Cboe Specifications, and other documents incorporated herein by reference), shall constitute and be construed as a separate Agreement by and between the applicable Cboe Contracting Entity and the Data Recipient with respect to the applicable Data in the Product Categories associated with such Cboe Contracting Entity, and Data Recipient hereby acknowledges and agrees to be bound thereby. Each Cboe Contracting Entity is responsible for all of Cboe’s obligations under this Agreement solely with respect to the ~~Data~~services it provides, and no other Affiliate shall have any liability hereunder with respect to any matter hereunder for which such Cboe Contracting Entity is liable. Any claims arising or otherwise related to this Agreement with respect to a Cboe Contracting Entity or its Data shall be enforced directly against, and only against such Cboe Contracting Entity. The parties agree that the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, the courts that have jurisdiction over any such dispute or lawsuit, and the Data Policies that will apply, are determined as specified below based on the applicable Product Category and Cboe Contracting Entity.

Product Category	Cboe Contracting Entity*	Governing Law; Venue	Data Policies
<ul style="list-style-type: none"> <li>• U.S. equities, options, futures, and indices</li> <li>• Foreign exchange (FX)</li> <li>• Digital asset spot and derivatives</li> </ul>	Cboe Data Services, LLC	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, will be governed by and interpreted in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Both parties agree that disputes relating to this Agreement shall be resolved solely in the state or federal courts located in the County of Cook in the State of Illinois, and each party hereby submits to the jurisdiction of such courts.	North American Data Policies
Australian securities and indices	Cboe Australia Pty Ltd.	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, will be interpreted in accordance with and governed by the laws of the state of New South Wales, Australia, and the laws of the Commonwealth of Australia (as applicable). Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia and irrevocably and unconditionally waives any immunity from, or any objection to, any action in the courts exercising any	Cboe Australia Data Policies

		jurisdiction in the state of New South Wales, Australia.	
<p>Canadian equities</p> <ul style="list-style-type: none"> <li>• MATCHNow</li> <li>• Cboe One Canada Feed</li> </ul>	Cboe Data Services, LLC	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of law principles that would impose the laws of another jurisdiction). The parties unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario.	North American Data Policies
Canadian equities – Neo Exchange Inc.	Neo Exchange Inc.	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of law principles that would impose the laws of another jurisdiction). The parties unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario.	North American Data Policies
European equities	Cboe Europe Limited and/or Cboe Europe B.V.	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, shall be governed by and construed in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.	European Equities & Derivatives Market Data Policy
European derivatives	Cboe Europe B.V.	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, shall be governed by and construed in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.	European Equities & Derivatives Market Data Policy
European indices	Cboe Europe Indices B.V.	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, shall be governed by and construed in accordance with the	Cboe Europe Index Data Policy

		laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.	
Japanese equities	Cboe Japan Limited	This Agreement and all other documents contemplated by or delivered in connection with this Agreement, including the Additional Agreements, shall be governed and construed in accordance with the laws of Japan. Each party agrees that any action to enforce, arising out of or relating in any way to the provisions of this Agreement, shall be brought and prosecuted in the first instance in the Tokyo District Court and the parties hereby consent to the exclusive jurisdiction of said court.	Cboe Japan Data Policies

\* Notwithstanding anything to the contrary in this Agreement, Cboe Data Services, LLC shall be the Cboe Contracting Entity for Cboe Global Cloud services for all Product Categories set forth in the table above.

**27. Affiliates.** Notwithstanding anything to the contrary in this Agreement, the Data Recipient may identify to Cboe any Affiliate that is entitled to exercise the rights of Data Recipient set forth herein on behalf of itself, the Data Recipient, or any other Affiliate of the Data Recipient, including, but not limited to, rights to use and distribute Data to other parties, subject to the terms of this Agreement. If this Agreement will be applicable to an Affiliate, Data Recipient must submit a list of any such Affiliate(s) to Cboe. By submitting the names of its Affiliate(s), Data Recipient agrees that the contact information set forth herein shall be deemed to be the contact information for each Affiliate. DATA RECIPIENT SHALL ASSUME ALL RESPONSIBILITY FOR AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CBOE INDEMNIFIED PARTIES AGAINST ANY ACTION OR INACTION BY AN AFFILIATE AS IF SUCH ACTION OR INACTION WERE THAT OF DATA RECIPIENT, AND DATA RECIPIENT AND ITS AFFILIATE(S) SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL ACTIONS AND/OR INACTIONS OF THE OTHER(S). All of the rights and licenses granted to, and all obligations of, Data Recipient under this Agreement will apply to such Affiliate(s) to the same extent as applicable to Data Recipient. For the avoidance of doubt, any Affiliate of Data Recipient that is not identified by Data Recipient to Cboe under this provision shall not be entitled to exercise the rights of Data Recipient set forth herein, and Data Recipient shall ensure that no such Affiliate receives any Data from Data Recipient under the terms hereof.

The Data Recipient may delegate any of its responsibilities, obligations, or duties under or in connection with this Agreement to any Affiliate of the Data Recipient or an authorized third-party agent, which may discharge those responsibilities, obligations, or duties on behalf of the Data Recipient in accordance with this Agreement, provided that the Data Recipient shall be and will remain responsible for compliance by such delegate with all applicable terms and conditions of this Agreement and all other acts and omissions thereby in connection with the receipt, use, and distribution of the Data.

**28. Headings.** Section headings are included for convenience only and are not to be used to construe or interpret this Agreement. All references contained herein to sections or subsections shall refer to the sections or subsections of this Agreement, unless specific reference is made to the sections or subsections of another document.

**29. Cumulative Remedies.** Except as otherwise limited herein, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, equity, by statute, in any other agreement between the parties (including without limitation the Additional Agreements) or otherwise.

**30. Limited Third-Party Beneficiaries.** Third-Party Information Providers are hereby designated as express, intended third-party beneficiaries with respect to enforcement of Sections 4, 7, 12, 17, 18, and 19 hereof, and shall be entitled to take any action as if a party hereto to enforce such provisions.

**31. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. The parties shall promptly

notify each other if they become aware of any breach of this provision, and either party may terminate this Agreement immediately upon written notice in the event of such a breach by the other party.

**32. Language.** The parties confirm that it is their wish that this Agreement be written in the English language only.

IN WITNESS WHEREOF, Data Recipient has caused this Agreement to be executed by its duly authorized officer.

Data Recipient: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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