

**LEASED MARKET DATA  
LICENSE TERMS AND CONDITIONS**

This Historical Market Data Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) between Tick Data, LLC, a Delaware limited liability company, with a place of business at Two Hudson Place, Hoboken, NJ 07030 (“TICK DATA”) and \_\_\_\_\_, residing at \_\_\_\_\_ (“Licensee”).

This Agreement supersedes any prior or contemporaneous written or oral agreements or communications between the parties and may not be modified except in a writing signed by both parties (for which purposes, electronic “acceptance” or implied consent shall not be deemed adequate). No “click-through,” “shrink-wrap,” “browse-wrap,” “splash page,” or similar terms that have not been specifically negotiated by the parties, whether before, on, or after the date of this agreement, will be effective to add to or modify the terms of this Agreement or otherwise amend the rights of the parties hereunder, regardless of any party’s “acceptance” of those terms by electronic means.

WHEREAS, TICK DATA licenses and/or sublicenses use of data, software and any corresponding user manual(s) or other user documentation to utilize the historical market data licensed to Licensee and set forth in the registration, checkout and/or installation process.

WHEREAS, Licensee desires to be granted a license and/or sublicense to use the Data, or in addition also the Software Product, as set forth in the registration, checkout and/or installation process on the terms and conditions set forth in this Agreement or in addition also desires to subscribe to the TICK DATA SYSTEM from its facility or any auxiliary facilities where it or its employees conduct related activities on behalf of its business, or in addition also to access the TICK DATA SYSTEM through TICK DATA’s web site and the internet.

NOW, THEREFORE, and in consideration of the terms and conditions set forth below, TICK DATA and Licensee agree as follows:

**1. Certain Defined Terms.**

The term “Contract” as used in this Agreement means the relationship formed between us that leads to this Agreement and consists of that set of terms for the relationship as set forth in the registration, checkout and/or installation process, whichever are applicable, and also includes the terms in this Agreement itself.

The term “Data” as used in this Agreement means the historical market data which are set forth in the Contract.

The term “Derived Data” means any data derived by Licensee from Data through the use of any formulas, algorithms, aggregation, analytics, or other metrics, models or methodologies where the resultant data is sufficiently transformed such that it cannot be readily reverse engineered, disassembled or decompiled so as to enable a third-party to access the Data via the Derived Data.

The term “Software Product” as used in this Agreement means the software computer program(s) and documentation which may allow the Licensee to access and use Data as set forth hereunder and which are set forth in the Contract, in this arrangement, an API and in the form of API access.

The term “TICK DATA SYSTEM” as used in this Agreement means the Software Product made accessible to you through the internet.

**2. License**

2.1 Authorized Use. Subject to Licensee’s compliance with the terms of this Agreement, Licensor grants Licensee for the Term (as defined below) a non-exclusive, nontransferable, limited license, without the right to sublicense, to use, display, analyze and create Derived Data solely in the course of Licensee’s internal business use, and to display (without making any other uses) a limited amount of such Derived Data for other business purposes of Licensee; provided, such limited amount (x) has no independent commercial value as a database that could be a substitute for the Data, and (y) cannot be used by a third party as a substitute for the Data or part thereof. Except as specifically permitted in the preceding sentence, this Agreement does not give the Licensee any rights to distribute the Data, whether in its present form or in a modified form, to any third party. Licensee shall remain liable for any breach of the foregoing by its officers, employees, agents and representatives.

2.2 Term and Auto-Renewal. This Agreement is effective for the twelve month term of Access Subscription you purchased, and each subsequent renewal term. Licensee agrees to allow TICK DATA to automatically renew Licensee’s paid subscription

for the Access Subscription at the conclusion of each expiring term unless either party notifies the other party in writing at least 60 days prior to the end of the term in effect that such notifying party does not wish to so renew.

2.3 **Restrictions.** Licensee shall not: (1) distribute, disclose, rent, lease or sublicense all or any portion of the Data and Software Product or internet access to the DATA SYSTEM to a third party as a paid service or otherwise; (2) use the Data and Software Product or internet access to the TICK DATA SYSTEM in a computer-based services business which would allow third parties to access or use the Data in whole or in part, (3) reverse engineer, decompile or disassemble the Data and Software Product or internet access to the TICK DATA SYSTEM.

Except as set forth hereunder, Licensee agrees to keep the Data and Software Product or internet access to the TICK DATA SYSTEM strictly confidential and to prevent and protect same from being disclosed or used by any third party or in violation of the terms of this Agreement. Licensee acknowledges that TICK DATA or its licensors own all copyright, trade secret, patent and other proprietary rights in the Data and Software Product or internet access to the TICK DATA SYSTEM and same are not transferred to Licensee hereunder.

2.4 **Compliance with Laws.** Licensee and Licensee's use of the Data and Software Product or internet access to the TICK DATA SYSTEM shall comply with all applicable federal, state and local laws, rules and regulations, and exchange rules, regulations and contract terms. Licensee represents and warrants that Licensee shall not engage in, nor is currently engaged in, the operation of any unlawful transactions and/or business. Licensee shall not use, nor shall Licensee permit any third party to use, the Data and Software Product or internet access to the TICK DATA SYSTEM for any unlawful purpose. In the event TICK DATA believes that Licensee is not in compliance with the terms of this Section, TICK DATA reserves the right to terminate this Agreement at any time with or without notice and without incurring any liability or obligation in connection therewith.

2.5 **No Advice.** Licensee shall be solely responsible and liable for its use of the Data and Software Product or internet access to the TICK DATA SYSTEM and/or for any unauthorized use thereof. TICK DATA assumes no responsibility and shall not be liable to Licensee, or any other third party for any decision made or action taken in reliance upon the Data and Software Product or internet access to the TICK DATA SYSTEM. All investment decisions by Licensee and/or any other third parties are the sole and exclusive responsibility of Licensee and/or such third parties and are taken at their sole risk and discretion. Licensee acknowledges that the Data and Software Product or internet access to the TICK DATA SYSTEM are not intended to provide legal, investment or tax advice.

2.6 **Security.** Licensee is responsible for ensuring that all of its systems, including hardware and software systems, will, to the extent reasonably possible, prevent any person other than the Licensee and its directors, officers, employees and agents from obtaining access to the Data and Software Product or internet access to the TICK DATA SYSTEM. The Licensee shall take reasonable steps to ensure that its systems, devices and equipment are secure and prevent any person that is not authorized from gaining access to the Data and Software Product or internet access to the TICK DATA SYSTEM.

### **3. Fees.**

3.1 **Fees.** Licensee agrees to pay the fees in such amounts as may be determined by reference to the formulas set forth in the Contract (the "**License Fee**"). The applicable Licensee Fee relating to the Access Subscription to Data (the "**Access Subscription Fee**") is in such amounts as may be determined by reference to the formulas set forth in the Contract. All fees payable by Licensee to Licensee are due at the end of each month of the Access Subscription term.

3.2 **Taxes.** All fees and charges, including, without limitation, the License Fee and Access Subscription Fee are exclusive of any applicable taxes or assessments imposed by or pursuant to any government body or subdivision thereof on the services and products hereunder (collectively "**Taxes**"), except for any federal, state or local income taxes, if any, imposed on TICK DATA. Licensee shall always remain liable for and shall pay all Taxes with respect to the services and products hereunder, as and when notified.

3.3 **Access Subscription Fee.** This Section 3.3 applies unless alternative fee arrangements are set forth in Schedule B. Fees for the Access Subscription provided to Licensee pursuant to this Agreement shall remain fixed for the period of time set forth by the formulas set forth the company's prevailing API Access Subscription Fee, which is subject to change. This API Access Subscription Fee is stated at [www.tickdata.com/historical-market-data-products/tickapi/](http://www.tickdata.com/historical-market-data-products/tickapi/). TICK DATA will provide 60 days prior notice of any increase in fees. You may end your use of the Access Subscription at any time. If your notice to end your use is due to such an increase by TICK DATA in the API Access Subscription Fee, you will not be liable for payment of the API Access Subscription Fee after the date on which you end your use. If you end your use of the Access Subscription otherwise during the term you are not entitled to a refund for any fees that you may have paid in advance for the current term, you will remain liable for all fees you incur or accrue during the current term and you will be liable for payment of the minimum monthly API Access Subscription Fee for the remaining months in the term.

3.4 **Use of Payment Card, Credit Card, Debit Card or other Payment Devices.** Licensee agrees that TICK DATA may charge the credit or debit card account or other payment device Licensee provided for all amounts Licensee owes under this agreement, including any renewals of the Access Subscription. Licensee agrees to notify TICK DATA promptly of any change in its card

account number or expiration date or other payment information. For credit and debit cards, Licensee understands and agrees that TICK DATA may also update such information through Licensee's card issuer and the relevant card network and TICK DATA may use the updated card information to charge amounts Licensee owes TICK DATA. Unless Licensee cancels its subscription for the Access Subscription, this will serve as Licensee's consent for the card or payment device to be charged. If Licensee does not have a card or payment device, amounts due from Licensee will be processed in accord with the billing information otherwise provided to TICK DATA.

#### **4. Limited Warranties.**

TICK DATA warrants to Licensee that the Software Product shall be free from material programming defect or deficiency for a period of thirty (30) days after receipt of same by Licensee. If during the thirty (30) day warranty period, the Software Product is not free from material defect or deficiency and Licensee has notified TICK DATA of such in writing, TICK DATA shall use reasonable efforts to correct such defect or deficiency or replace the Software Product as accessed in the TICK DATA SYSTEM. TICK DATA does not warrant the Data or the TICK DATA SYSTEM. Without limiting the generality in the foregoing, TICK DATA does not warrant that the Data is accurate, error free, comprehensive or complete. If Licensee has notified TICK DATA of an error in the Data in writing, TICK DATA shall use reasonable efforts to correct such defect or deficiency or replace the Data. The entire risk as to the results and performance of the Data and Software Product or internet access to the TICK DATA SYSTEM is assumed by Licensee. TICK DATA also represents and warrants to Licensee that: (1) it has all necessary rights and full power and authority to enter into this Agreement, grant the rights and licenses granted herein (including without limitation, all third party licenses, powers and consents to license the Data to Licensee in accordance with the terms of this Agreement), and to perform its obligations hereunder; (2) the Software Product and Licensee's use of the same in accordance with this Agreement do not and shall not violate or infringe the rights of any third party or any laws or regulations of any governmental or judicial authority. The above shall be the sole liability of TICK DATA in connection with programming defects or deficiencies affecting the Data and Software Product or internet access to the TICK DATA SYSTEM and all subject matter herein and subject of this Contract.

#### **5. Warranty Disclaimer.**

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 ABOVE, THE DATA, THE TICK DATA SYSTEM, AND THE SOFTWARE PRODUCT ARE PROVIDED "AS IS". NONE OF TICK DATA, ITS RELATED PARTIES, AFFILIATES, AGENTS, OR ANY THIRD PARTY PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE DATA OR ANY PART THEREOF OR THAT THE DATA, THE TICK DATA SYSTEM, AND THE SOFTWARE PRODUCT IS ERROR FREE. TICK DATA, ITS RELATED PARTIES, AFFILIATES, AGENTS, OR ANY THIRD PARTY PROVIDER DISCLAIM ALL WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING, OR THAT ARISE FROM STATUTE OR FROM A COURSE OF DEALING, USAGE OR TRADE INCLUDING WITHOUT LIMITATION ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS OF FITNESS FOR PURPOSE, MERCHANTABILITY OR MERCHANTABLE OR SATISFACTORY QUALITY, OR FOR NON-INFRINGEMENT. NEITHER TICK DATA, ITS RELATED PARTIES, AFFILIATES, AGENTS, OR ANY THIRD PARTY PROVIDER WILL BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING ANY TRADING LOSSES OR FAILURE TO SUCCESSFULLY IMPLEMENT ANY INVESTMENT STRATEGY REGARDLESS OF WHETHER TICK DATA, ANY OF ITS RELATED PARTIES, AFFILIATES, AGENTS, OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH LOSSES. LICENSEE ACCEPTS FULL RESPONSIBILITY FOR ANY INVESTMENT DECISIONS MADE BY LICENSEE USING THE DATA, THE TICK DATA SYSTEM, AND THE SOFTWARE PRODUCT. NO SALES PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OF TICK DATA, ITS AFFILIATES OR ANY THIRD PARTY ARE AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT ON BEHALF OF TICK DATA OR ANY LICENSOR TO TICK DATA. ACCORDINGLY, ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS AGREEMENT. LICENSEE EXPRESSLY AGREES THAT USE OF THE DATA, THE TICK DATA SYSTEM, AND THE SOFTWARE PRODUCT IS AT LICENSEE'S SOLE RISK AND THAT TICK DATA AND ITS AFFILIATES AND LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR LOSSES CAUSED BY THE LICENSED DATA, THE TICK DATA SYSTEM, OR THE SOFTWARE PRODUCT. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION AND NONRENEWAL OF THIS AGREEMENT.

#### **6. Limitation of Liability.**

TICK DATA's entire aggregate liability arising from or related to this Agreement shall not exceed the fees charged by TICK DATA to Licensee in the year preceding the date that the first cause of action arose, even if such cause of action is continuing.

In no event shall any of TICK DATA's related parties, affiliates, or any third-party providers or such other entities' officers, directors, employees or agents have any liability to the Licensee or any third party under or related to this Agreement. The provisions of this section shall survive the termination of this Agreement. Notwithstanding other provisions herein, the aggregate liability of TICK DATA hereunder shall not exceed \$25,000, except TICK DATA's indemnity obligations which shall not exceed the greater of \$25,000 or the fees charged by TICK DATA to Licensee in the year preceding the date that the first cause of action arose. All disclaimers and limitation herein shall apply regardless of the nature of any cause of action or demand (including, but not limited to breach of contract, breach of warranty, negligence, strict liability, tort or any other cause of action) and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement or any remedy contained herein.

## 7. Termination.

7.1 The license to Licensee under this Agreement is effective until terminated. The license to Licensee under this Agreement will terminate if Licensee does not comply with any material terms or conditions of this Agreement and following written notice in accordance with Section 7.2, such non-compliance has not been remedied. **Upon such termination or any non-renewal of the Access Fee Subscription Licensee agrees to promptly destroy the Software Product and all Data and erase all copies residing on computer equipment. Licensee shall deliver to TICK DATA a written statement confirming that all data has been destroyed.** After termination Licensee may continue to use the Software Product solely for the purpose of compliance with applicable laws and Licensee's internal record maintenance and/or audit policies. Without limiting the generality of the foregoing, no other use of the Data will be made, including but not limited to financial market analysis and to support advice given to Licensee's clients.

7.2 Termination for Breach. TICK DATA agrees to provide Licensee with thirty (30) days prior written notice of its intent to terminate the Agreement for a failure on the part of Licensee to comply with any material provisions of this Agreement; provided, that, in each case such notice shall provide Licensee with the opportunity to cure such failure prior to the date of termination and provided, further, that, notwithstanding the foregoing to the contrary, there shall be no notice requirement with respect to any failure by the Licensee in connection with Sections 2 or 9 hereof that are incapable of cure. Upon termination of this Agreement, Licensee shall return or destroy all Data received hereunder and information providing TICK DATA SYSTEM access and provide TICK DATA with written certification of such return or destruction.

7.3 Survival of Terms. The provisions of Sections 2, 3, 5, 6, 8, 9, and 10 shall survive the termination or expiration and nonrenewal of this Agreement.

## 8. Indemnity.

8.1 By TICK DATA. (a) Subject to Section 8.1(b), TICK DATA shall indemnify Licensee against any third-party claims of infringement of any patent duly issued, granted or registered in the United States, Canada or any Euro Area member state, or any copyright, trade secret or trademark which results directly from Licensee's use of Tick Data Proprietary Data (as defined below) or the Software Product within the scope of this Agreement and in the form provided by TICK DATA. TICK DATA shall not be obligated to pay any costs, liability, or expenses until finally adjudicated or settled without right of further appeal. TICK DATA shall not be responsible for indemnifying Licensee with respect to costs incurred, or amounts paid in any settlement, unless TICK DATA approved such costs or settlements in advance. "Tick Data Proprietary Data" means any data proprietary to TICK DATA or its Affiliates, and not sourced from third parties.

In addition, TICK DATA will extend to Licensee and similarly situated other customers a pro-rata portion of any benefit TICK DATA actually receives from any indemnification protection it has with any of its data vendors.

(b) Notwithstanding the foregoing, TICK DATA assumes no liability arising from or related to (i) the combination of the Tick Data Proprietary Data or the Software Product with other products not provided by TICK DATA, if such infringement would have been avoided without such combination, (ii) any modification of the Tick Data Proprietary Data or the Software Product (other than by TICK DATA), or (iii) failure by Licensee to discontinue or modify its use of the Tick Data Proprietary Data or the Software Product if notified by TICK DATA that such actions are necessary to avoid or mitigate infringement.

(c) In the event that the Tick Data Proprietary Data or the Software Product infringes, or if TICK DATA believes is likely to infringe, any intellectual property or proprietary right of a third party, Licensee agrees to permit TICK DATA or a third party at TICK DATA's expense and option, to (i) procure for Licensee the right to continue using such data or Software Product; (ii) replace or modify such data or the Software Product in such a way that it is non-infringing; or (iii) if (i) and (ii) are not commercially reasonable, terminate this Agreement and refund any applicable prepaid license fees to Licensee on a pro-rated basis.

(d) THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS SECTION 8.1 ARE TICK DATA'S SOLE LIABILITY AND OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM, SUIT OR PROCEEDING WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION, INCLUDING WITHOUT LIMITATION BY OR OF THE DATA, THE SOFTWARE PRODUCT, AND THE TICK DATA SYSTEM.

8.2 By Licensee. Licensee agrees to defend, indemnify and hold TICK DATA, its affiliates, members, managers, officers, employees, representatives, agents, attorneys, successors, assigns, and TICK DATA's licensors with respect to Data, harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses and fees (including reasonable attorneys' fees and costs and such fees and/or penalties as any of TICK DATA's licensors may impose) arising out of (a) any breach or alleged breach by Licensee of this Agreement; (b) any failure of Licensee to comply with the requirements of, or obligations imposed by any self-regulatory securities organization or securities exchanges of which Licensee, is a member of or is subject to, or any other applicable regulatory authorities; or (c) any negligence, or willful or reckless actions or misconduct of Licensee or Licensee's employees or agents with respect to the use of the Tick Data system, the Data, and/or the Software Product. TICK DATA reserves the right to select its own attorneys at Licensee's cost.

8.3 Conditions to Indemnification. Each party's ("indemnifying party") obligations under this Section 8 shall be subject to the other party ("indemnified party"): (i) promptly notifying the indemnifying party of the claim or action giving rise to the indemnity; (ii) providing the indemnifying party with sole control and authority over the defense of such action or claim and all related settlement negotiations; and (iii) providing the indemnifying party with all information and assistance reasonably deemed necessary or useful by the indemnifying party to defend and/or settle any such claim or action.

## 9. Confidentiality

9.1 General. Licensee acknowledges and agrees that the Data, the Software Product, and the TICK DATA SYSTEM constitutes and incorporates confidential and proprietary information developed or acquired by, or licensed to, TICK DATA. Licensee shall take all reasonable precautions necessary to safeguard the confidentiality of the Data, the Software Product, and the TICK DATA SYSTEM, including at a minimum, those taken by Licensee to protect Licensee's own confidential information that, in no event, shall be less than a reasonable standard of care. Licensee shall not allow the removal, eradication, or defacement of any confidentiality or proprietary notice placed on the Data, the Software Product, and/or the TICK DATA SYSTEM. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature. Licensee shall maintain the confidentiality of TICK DATA's proprietary and confidential information for the term of this Agreement and after the termination or expiration and nonrenewal of this Agreement for any reason.

9.2 Disclosure. Licensee shall not disclose, in whole or in part, the Data, the Software Product, and/or the TICK DATA SYSTEM or other information that has been designated as confidential by TICK DATA to any individual or entity, except for use in acceptance with this Agreement. Licensee acknowledges that any unauthorized use or disclosure of the Data, the Software Product, and/or the TICK DATA SYSTEM or any portion thereof may cause irreparable damage to TICK DATA and/or its licensors. If an unauthorized use or disclosure occurs, Licensee shall immediately notify TICK DATA and, at Licensee's expense, shall take all steps necessary to recover the Data, the Software Product, and the TICK DATA SYSTEM and prevent subsequent unauthorized use or dissemination.

If requested by its licensors, specifically including global exchanges and market data vendors, TICK DATA may provide information to such licensors with respect to Licensee including the amount and quantity of Data provided to Licensee under this Agreement. TICK DATA shall not disclose, in whole or in part, any information that has been designated as confidential by Licensee to any individual or entity, except for use in acceptance with this Agreement. Licensee has designated its clients names from time to time as confidential. The parties acknowledge that the terms of this Agreement constitute confidential information and that same shall not be disclosed to any third party; provided however that TICK DATA may from time to time provide information relating to Licensee and/or this Agreement to its licensors and data providers. Licensee consents to any such disclosure by TICK DATA.

9.3 The restrictions set out in this Section 9.1 and 9.2 shall not apply to any confidential information which to the extent to which the recipient party: (i) is required to disclose the confidential information by any law or any regulatory or governmental body; (ii) considers it necessary to disclose the confidential information to its professional advisors, auditors and bankers; (iii) the confidential information comes into the public domain through no fault of that party; (iv) the confidential information was previously disclosed to the recipient party without any obligation of confidence; or (v) the disclosing party has given its written consent to disclosure.

## 10. Miscellaneous

10.1 This Agreement constitutes the final, entire and exclusive agreement among the parties with respect to the subject matter herein, and no representations, inducements or agreements, oral or otherwise, not contained herein will have any force or effect. While the parties intend and expect that all provisions of this Agreement are enforceable and valid, to the extent any provision hereof is deemed unenforceable, all other provisions will continue to be fully enforceable as if the unenforceable or invalid provisions were absent.

10.2 Licensee acknowledges and agrees that any breach of its obligations under this Agreement with respect to the Data, the TICK DATA SYSTEM, and the Software Product and the other proprietary rights and confidential information of TICK DATA or TICK DATA'S licensors will cause irreparable injury to TICK DATA and/or the licensors, as applicable, for which there are inadequate remedies at law and, therefore, TICK DATA and/or its licensors shall be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.

10.3 TICK DATA may modify the terms of this Agreement with ninety (90) days prior written notice to Licensee, except for provisions relating to the discontinuance of licenses. If TICK DATA modifies the Agreement, Licensee may terminate this Agreement or discontinue any licenses provided hereunder with thirty (30) days written prior notice to TICK DATA.

10.4 All notices or approvals required or permitted under this Agreement must be given in writing and sent by mail, courier or facsimile to the addresses set forth in the Contract. Licensee shall give prompt written notice to TICK DATA of any change of the name, nature or address of Licensee's business.

10.5 The relationship between Licensee and TICK DATA is that of independent contractors and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, or agents of the other.

10.6 Neither party shall have any liability for any failure or delay in performing any obligation under this Agreement (other than payments to TICK DATA) due to circumstances beyond its reasonable control including, but not limited to, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications line, satellite or network failures.

10.7 Licensee shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without TICK DATA's prior written consent.

10.8 This Agreement and all matters relating to or arising under this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of law. Any claim or action arising out of or related to this Agreement shall be brought exclusively in a State or Federal court of competent jurisdiction located in New York County, State of New York, and the parties (i) irrevocably consent to the exclusive jurisdiction of such court, (ii) waive trial by jury, and (iii) waive any objections based on forum non-convenience or venue. In any judicial proceedings between the parties hereto or in the event that TICK DATA employs attorneys to enforce any rights arising out of or relating to this Agreement, TICK DATA shall be entitled to recover reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by authorized officers.

**TICK DATA, LLC**

**LICENSEE:** \_\_\_\_\_

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

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

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

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

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

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

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

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

**SCHEDULE "A"**  
**DATA TO BE LEASED**

<b>Description</b>	<b>Monthly Price</b>
<b>GLOBAL FUTURES HISTORICAL TICK DATA</b> Data Granularity: <b>Quote and Trade Data</b> Symbol List: <b>All Available</b> License Type: <b>Leased</b>	\$3,500.00