Version Date Effective: November 1, 2026.

DATA LICENSE TERMS AND CONDITIONS

1. License; Restrictions.

1.1 **License**. Provider grants to the Client as detailed in a mutually executed service order form ("**Service Order**"), a limited, non-exclusive, non-transferable, non-sublicensable, license to receive, use, process and store within the Territory the data identified as the Product Name in such Service Order (as used herein, the "**Nasdaq Information**"). Such usage shall be for internal business purposes only unless otherwise detailed in the applicable Service Order. The Service Order may also detail any Nasdaq Information specific restrictions and/or delivery or access method to the Nasdaq Information. These Terms and Conditions (the "**Terms and Conditions**") and a mutually executed Service Order incorporating them by reference are collectively referred to as the "**Agreement**". All rights not granted hereunder are expressly reserved by Provider and/or its Third Party Provider(s)(defined below).

1.2 **Derived Data**. Unless otherwise detailed in an applicable Service Order or Third Party Provider License (described below), Client may create Derived Data for internal use only subject to these Terms and Conditions. "**Derived Data**" shall mean information generated in whole or in part from the Nasdaq Information provided such data generated cannot be: (a) reverse engineered or decompiled to recreate the underlying Nasdaq Information; or (b) used to create other data that is recognizable as a reasonable substitute for such Nasdaq Information. Client shall exclusively own all rights and title in the Derived Data; provided such Derived Data can only be used for internal business purposes except as otherwise detailed in the Service Order or upon Provider's prior written approval (email is sufficient).

1.3 **Third Party Provider; Third Party Provider License**. Nasdaq Information may be provided in part or in whole by a third party data provider ("**Third Party Provider**"). In addition to these Terms and Conditions, Client shall comply with any applicable Third Party Provider terms and conditions available at: http://www.nasdaqtrader.com/content/AdministrationSupport/Policy/ThirdPartyDataLicenseTermsandConditions.pdf (or such successor link) applicable to the Nasdaq Information or as otherwise detailed in the applicable Service Order. Each Third Party Provider shall be deemed a third party beneficiary of this Agreement and may enforce its rights against Client under this Agreement.

1.4 **Restrictions**. Client shall not: (a) copy, modify, reverse engineer, decode, decompile, attempt to tamper with, evade, or discover the method of operations of the Nasdaq Information or services used to provide the Nasdaq Information; (b) sell, lease, rent, furnish, retransmit, redistribute, disseminate, divert, release, license, sublicense or otherwise permit or provide access to the Nasdaq Information in any manner not detailed in Sections 1.1 or 1.2 or in accordance with Section 1.3 including, but not limited to, incorporation in a database, marketing list and/or report; (c) use the Nasdaq Information in violation of this Agreement, including but not limited to, the Provider Requirements, or in violation of applicable law or regulation; (d) introduce any harmful data, computer code, or viruses to the Provider systems or damage, disrupt, disable, or harm the Provider systems; (e) use or permit the use of the Nasdaq Information in any software-as-a-service (SaaS), cloud-based, distributed, or other technology platform or service that is not under the Client's exclusive ownership and control, including any environment where Nasdaq Information may be exposed to unauthorized access, sharing, or leakage through third-party infrastructure, integration, or transmission; (f) distribute the Nasdaq Information in any manner that does or could compete with any business, product or service of Provider or serve as a source of, or substitute for, Nasdaq Information made available by Provider; or (g) remove or alter any copyright, ownership and/or identification notices found within the Nasdaq Information. For Nasdaq Information that is anonymized or aggregated for the purpose of identity protection, Client warrants it will not attempt any disaggregation or de-anonymization or attempt to infer the identity of an anonymized entity or any entity that is part of an aggregation via statistical methods or other reverse engineering techniques.

1.5 **Trials**. From time to time, Provider may make available historical data to Client solely for internal evaluation purposes (a "**Trial**"); provided that Client has one or more Service Orders incorporating these Terms and Conditions in effect. Any data provided in a Trial is subject to the rights and use restrictions detailed in this Agreement. Provider shall have the right to terminate access to and use of such historical data at any point during the Trial upon advance written notice to Client (email is sufficient). Client's access to and use of data provided in connection with a Trial shall automatically terminate after 60 days unless otherwise agreed to in writing (email is sufficient), subject to Section 6.3.

2. Obligations of the Parties.

2.1 Client shall comply with any Provider specifications or requirements for access to the Nasdaq Information, including the Nasdaq Artificial Intelligence Policy available here (or such successor link). In the event Provider provides a back-up option to access the Nasdaq Information, Client shall only use such back-up option in cases where the primary means of accessing the Nasdaq Information is unavailable.

2.2 Client shall implement reasonable security measures and safeguards in accordance with industry standards to prevent unauthorized individuals or entities from gaining access to the Nasdaq Information. Client shall notify Provider promptly upon any known breach in security procedures related to the Nasdaq Information.

2.3 Client hereby understands that Provider may be required by Third Party Providers to disclose certain information concerning Client's use of Nasdaq Information. Client consents to the disclosure of such information.

2.4 Client represents and warrants that its use of any Nasdaq Information shall in all cases comply with all applicable federal, state and local laws and regulations.

2.5 Each Party represents and warrants that: (a) the Agreement has been duly and validly authorized, executed and delivered by such Party and is a valid and binding agreement enforceable in accordance with its terms, (b) the execution and delivery of the Agreement does not, and the performance by such Party of its obligations hereunder will not, constitute a violation of any agreement to which such Party is a party, and (c) (i) such Party nor any of its affiliates is a Restricted Party; (ii) no Restricted Party owns, individually or in the aggregate, fifty percent (50%) or more of such Party's outstanding share capital; and (iii) none of such Party's officers or directors is a Restricted Party and (iv) that such Party's performance of its rights and obligations under this Agreement will not benefit a Restricted Party or violate or otherwise facilitate or aid in the violation of Trade Control Laws or other similar applicable laws and regulations. "**Restricted Party**" shall mean a person or entity that is a national of or otherwise organized under the laws of any country or territory to which the U.S., UK, EU or United Nations applies comprehensive territorial sanctions, or designated on a restricted party list maintained by the United States Government (e.g., List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions Identification List, Entity List, Denied Persons List, Unverified List or Debarred Parties List), the United Nations Security Council, the European Union, the United Kingdom, or any other applicable jurisdiction. "**Trade Control Laws**" means applicable laws or regulations relating to export controls, sanctions, or import and customs requirements, including but not limited to the U.S. Export Administration Regulations ("EAR"), the U.S. International Traffic in Arms Regulations ("ITAR"), the sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. anti-boycott laws and regulations, and any other laws or regulations of an applicable jurisdiction.

3. Changes to the Services.

3.1 Client acknowledges and agrees that nothing in this Agreement constitutes an undertaking by Provider or any Third Party Provider to continue to provide the Nasdaq Information. Provider, or its Third Party Provider(s) may, in its sole discretion and at any time, make changes, modifications or deletions to the Nasdaq Information.

3.2 Provider shall not be required to provide notice of any routine modifications, additions or deletions to the Nasdaq Information. For all other non-routine modifications, additions or deletions, Provider shall endeavor to provide at least thirty (30) days' advance notice of any non-material changes to the Nasdaq Information and at least ninety (90) days' advance notice of any material changes to the Nasdaq Information, except to the extent a shorter period is: (a) otherwise permitted herein; (b) required due to a malfunction in Provider's systems; (c) required due to emergency or priority situation that necessitates such change on an accelerated basis or otherwise precludes advance notice; or (d) required pursuant to an order of a court, an arbitrator, or a regulatory agency.

3.3 Receipt or use of the Nasdaq Information after the applicable notice period shall constitute acceptance of any such change.

4. Fees.

4.1 Client shall pay Provider the fees, including all applicable license and access fees and price increases, set forth or referenced in the applicable Service Order. Unless otherwise specified in a Service Order, Provider may increase fees prior to the commencement of any Renewal Term so long as notice is provided at least 90 days prior to the effective date of such fee adjustment or price change.

4.2 Client agrees to pay the amounts invoiced by Provider no later than thirty (30) days of date of invoice. All invoices will be deemed final and binding unless Client provides Provider notice of any good faith dispute within ten (10) days from the invoice date. Client shall pay Provider a late fee equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum amount permitted by applicable law on any amounts not paid when due to Provider for the period commencing sixty (60) days after the applicable due date of such amounts. All payments shall be made in immediately available funds. Unless otherwise mandated under applicable law, all payments shall be made electronically to the account designated within the Nasdaq applicable invoice. Client shall be responsible for notifying Provider of any updates to its billing contact information. Client further agrees to pay all reasonable and actual fees incurred by Provider in connection with the collection of any past due amount owed to Provider under this Agreement.

4.3 Client shall pay any taxes, including, but not limited to, any VAT, charges or assessments (other than taxes imposed on the net income of Provider) by any government bodies relating to the provision of the Nasdaq Information pursuant to this Agreement, and any related penalties or interest. If Client is required by applicable law to deduct or withhold any such tax, charge or assessment from the amounts due to Provider, then such amounts due shall be increased so that the net amount actually received by Provider after the deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the charges that are owed.

5. Ownership.

5.1 The Nasdaq Information, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between the two parties, be and remain the sole and exclusive property of Provider and/or its Third Party Providers. Client shall not, by act or omission, diminish, impair or interfere with in any manner the acquisition, maintenance, and full enjoyment by Provider or its Third Party Providers licensees, transferees and assignees, of Provider's proprietary rights in the Nasdaq Information. Client acknowledges and agrees that third party providers have exclusive proprietary rights in their respective information, data and services.

5.2 Client acknowledges and agrees that Provider and its Third Party Providers have proprietary rights in certain trademarks, service marks, copyrights or patents, registered or unregistered including, but not limited to the names and trademarks of the Provider and its Third Party Providers. Client shall not: (i) use the Provider's or Third Party Providers' names, trademarks or service marks in any advertising or marketing materials, except, solely with respect to Provider materials, with Provider's prior written consent; or (ii) use these trademarks,

service marks, copyrights or patents, registered or unregistered, in any way that would infringe, misappropriate or violate such marks, copyrights or patents.

6. Term; Termination.

6.1 **Term**. This Agreement shall commence as of the Effective Date and continue until terminated or cancelled in accordance with this Section 6. The term and applicable renewal terms for each Service Order shall be detailed in the applicable Service Order ("**Service Order Term**").

6.2 **Cancellation**. Either Party may give notice to the other at least sixty (60) days before the end of the present Service Order Term of its intent not to renew or otherwise terminate the Service Order in accordance with Section 6.1.

6.3 **Additional Termination Rights**.

6.3.1 Either Party may elect, without prejudice to any other rights or remedies, to terminate an applicable Service Order:

6.3.1.1 upon 30 days advance notice with an opportunity to cure within the stated period, if the other Party has failed to perform any material obligation under this Agreement or applicable Service Order;

6.3.1.2 with advance written notice, if a petition in bankruptcy has been filed by or against the other Party or the other Party has made an assignment for the benefit of creditors, or a receiver has been appointed for the other Party or any substantial portion of the other Party's property, or the other Party or its officers or directors takes action approving or makes an application for any of the above;

6.3.1.3 with 30 days' notice (or in the event of an emergency, with such notice as is practicable), if either Party's ability to perform its obligations under this Agreement is substantially impaired by any new statute, or new rule, regulation, order, opinion, judgment, or injunction of the Securities and Exchange Commission, a court, an arbitration panel, or governmental body or regulatory organization with jurisdiction over the Party.

6.3.2 Provider may terminate any Service Order immediately, in the event that: (a) Provider is prevented from disseminating the Nasdaq Information, or any part thereof; or (b) Provider, in its sole reasonable discretion, determines that any failure on the part of the Client to comply with this Agreement has or is likely to have a materially adverse impact on the operation or performance of the Provider systems or Nasdaq Information or has or is likely to cause disproportionate harm to Provider's interests should termination be delayed.

6.3.3 Provider may terminate a Service Order upon not less than 90 days prior written notice, should it determine that it will cease providing the same type of Nasdaq Information to all other customers or entities that were receiving the same type of Nasdaq Information as Client.

6.3.4 In addition to the other remedies set forth in this Agreement, if the fees applicable to any third party data or service provided by, or through, Provider are not paid when due, then Provider may immediately suspend its performance under this Agreement.

6.4 **Effect of Termination**. Upon termination or expiration of any applicable Service Order for any reason whatsoever, all rights granted to Client hereunder or thereunder to use the applicable Nasdaq Information shall terminate. Client shall (a) immediately cease using all Nasdaq Information and (b) delete or purge any Nasdaq Information provided by Provider. Upon Provider's request, Client shall certify that all such deletions, purges

and cessation of use has occurred. Notwithstanding the above, Client may retain copies of the Nasdaq Information where legally compelled by government regulation, or as necessary for record retention purposes. If Provider terminates this Agreement without cause, Provider will provide Client with a pro rata refund of any prepaid fees for the period after the date of termination associated with this Agreement.

6.5 **Survival.** The rights and obligations of the parties herein that, by their nature, are intended to survive termination or expiration hereof, will survive any such termination or expiration.

7. Confidentiality.

7.1 In the event either Party (the "**Receiving Party**") obtains during the course of the Agreement, direct or indirect access to the Confidential Information of the other Party (the "**Disclosing Party**") (which may include but not be limited to, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, employee, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as a Party's own clients and customers), in connection with the Agreement or the parties' evaluation of a new business relationship, this Section 7 (Confidentiality) shall apply.

7.2 Receiving Party Obligations. Receiving Party shall: (a) protect the Confidential Information with at least the same level of care that Receiving Party uses to protect its own similarly-valued proprietary or non-public information, technology, data, or materials, but in no event with less than reasonable care; (b) not disclose the Confidential Information to any person or entity, except as expressly permitted hereby; and (c) not use the Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement.

7.3 Receiving Party may disclose Confidential Information: (a) as directed by or on behalf of Disclosing Party and (b) if required by applicable law, regulation, or regulatory or governmental request, provided that, in such event, Receiving Party shall, if permitted by applicable law, regulation, or regulatory or governmental request: (i) provide notice to Disclosing Party so as to provide Disclosing Party with a reasonable opportunity to seek an appropriate protective order; (ii) inform the requestor of the confidential nature of the Confidential Information; and (iii) only disclose that portion of the requested Confidential Information that, in the opinion of Receiving Party's legal counsel, it is legally required to disclose. Any act or omission of a Receiving Party's Representative with respect to the Confidential Information disclosed or made available to it by Receiving Party that would be a breach of this section (Confidential Information) if such act or omission were that of Receiving Party shall be deemed a breach hereof by Receiving Party.

7.4 Upon termination of this Agreement and upon request by Disclosing Party at any time, Receiving Party shall promptly return or destroy the Confidential Information then in its possession or control and provide confirmation to Disclosing Party of any destruction. Notwithstanding the foregoing, Receiving Party may retain Confidential Information to the extent that it is: (a) required by applicable law or regulation; (b) necessary to comply with Receiving Party's bona fide document retention policies that are reasonably designed to comply with applicable law or regulation; or (c) maintained in such entity's automated electronic archiving or data back-up systems from which it is not reasonably practicable to delete such Confidential Information; provided that, in any event, the terms and conditions of this section (Confidential Information) shall continue to apply to such retained Confidential Information for the longer of the period of retention and the applicable survival period set forth herein; provided, further, that Client shall not otherwise use the Confidential Information outside of retention purposes.

7.5 This section (Confidential Information) will survive expiration or termination of the Agreement for a period of three (3) years. For Confidential Information disclosed or made available in connection with the parties' evaluation of a new business relationship for which no Service Order or other definitive agreement is executed by the parties, this section (Confidential Information) will survive for four (4) years from the date of disclosure. For Confidential Information that constitutes a trade secret under applicable law, this section (Confidential Information) will survive for the longer of the foregoing applicable survival period and so long as such information remains a trade secret under applicable law.

7.6 "**Confidential Information**" means all information, technology, data, and other materials disclosed or made available by Disclosing Party, directly or indirectly, to Receiving Party, howsoever disclosed or made available

and whether or not marked or otherwise identified as "confidential." Notwithstanding the foregoing, Confidential Information does not include information, technology, data, or other materials that are: (a) generally available to or known by the public, other than as a result of a breach hereof by Receiving Party; (b) disclosed or made available to Receiving Party on a non-confidential basis from a third party, provided that such third party, to Receiving Party's knowledge, is not prohibited from disclosing or making available such information, technology, data, or other materials to Receiving Party; (c) known by or in possession of Receiving Party on a non-confidential basis; or (d) independently developed by or for Receiving Party without use of or reference to Confidential Information.

7.7 Receiving Party shall promptly notify Disclosing Party of any breach or suspected breach of the provisions of this Section 7. In the event of a violation or threat of violation by the Receiving Party, directly or indirectly, of the terms of this Section 7, the Disclosing Party will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to seek affirmative or negative injunctive relief from a court of competent jurisdiction, without proof of the economic value of any interest sought to be protected and without any requirement that the Disclosing Party post bond or any other security. Each Party acknowledges that a violation of this Section 7 may cause irreparable harm and that all other remedies are inadequate. Each Party further agrees that, upon proof of the existence of a violation of this Section 7, the Party seeking relief will be entitled to all costs and reasonable attorneys' fees incurred by such Party in bringing such action.

8. Compliance Review.

Provider or its designee, upon four (4) weeks advance written request, shall have the right to review use of the Nasdaq Information by Client. Provider may require such review no more than once in any twelve (12) month period. Client shall allow Provider or its designee access to any of the premises, computers (including, but not limited to, hardware, software and network services) and personnel of Client at reasonable times for the purpose of such reviews. Provider or its designee shall comply with all Client policies and procedures when conducting reviews at the Client facilities. All information collected as part of the compliance review shall be deemed Client Confidential Information. The rights detailed under this Section shall continue for a period of one (1) year following termination or expiration of the Agreement.

9. Disclaimer.

PROVIDER WILL ENDEAVOR TO OFFER THE NASDAQ INFORMATION AS PROMPTLY AND AS ACCURATELY AS IS REASONABLY PRACTICABLE. NOTWITHSTANDING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT THE NASDAQ INFORMATION AND ANY AND ALL MATERIAL RELATED TO THE NASDAQ INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE SPECIFICATIONS, ARE BEING PROVIDED "AS IS" WITH NO WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OR STATUTORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION, ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

10. Limitation of Liability.

10.1 PROVIDER AND ITS THIRD PARTY PROVIDERS SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR FOR INCREASED EXPENSES OF OPERATION, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF PROVIDER AND/OR ITS THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 PROVIDER SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR THE UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE NASDAQ INFORMATION THAT: (I) LASTS LESS THAN 4 CONTINUOUS HOURS DURING THE TIME THAT PROVIDER REGULARLY TRANSMITS THE NASDAQ

INFORMATION; OR (II) LASTS LESS THAN A TOTAL OF 12 HOURS DURING THE TIME THAT PROVIDER REGULARLY TRANSMITS THE NASDAQ INFORMATION DURING A SINGLE CALENDAR MONTH. NOTWITHSTANDING THE ABOVE, PROVIDER SHALL IN NO EVENT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR THE UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF NASDAQ INFORMATION FROM OR IN CONNECTION WITH THE ACTS OR OMISSIONS OF PROVIDER'S THIRD PARTY PROVIDERS.

10.3 IF PROVIDER OR ANY PROVIDER AFFILIATE IS FOR ANY REASON HELD LIABLE TO CLIENT, OR TO ANY OTHER PERSON, FOR CLAIMS ARISING FROM THE NASDAQ INFORMATION, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF PROVIDER SHALL BE LIMITED TO THE AMOUNT OF CLIENT'S DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY CLIENT IN REASONABLE RELIANCE, AND WHICH AMOUNT DOES NOT EXCEED, 6 MONTHS FEES PAID FOR SUCH NASDAQ INFORMATION TO PROVIDER, CALCULATED OVER THE 6 MONTHS PRECEDING THE CLAIM.

10.4 CLIENT AND PROVIDER UNDERSTAND AND AGREE THAT THE PRICING FOR THE NASDAQ INFORMATION REASONABLY REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SET FORTH IN THIS SECTION.

11. Indemnification.

11.1 Client shall defend, be liable to, indemnify, and hold the Provider and all of its officers, directors, employees, agents and Third Party Providers ("**Provider Indemnified Parties**") harmless from and against, any and all Claims or Losses imposed on or asserted against any of the Provider Indemnified Parties by third parties to the extent that the Claims and Losses result from or relate to: (a) failure of Client, its employees, independent consultants/subcontractors, directors, and other agents to comply with the terms and conditions of this Agreement; or (b) the receipt or use of the Nasdaq Information by Client, its employees, directors, and other agents contrary to the provisions of this Agreement. "**Claims and Losses**" means any and all liabilities, obligations, losses, damages, penalties, claims, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified Party or a third party, including, without limitation, (x) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (y) reasonable out-of-pocket administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' fees and disbursements.

11.2 Provider shall defend, be liable to, indemnify, and hold the Client and its officers, directors, employees and agents ("**Client Indemnified Parties**") harmless from and against any and all Claims and Losses imposed on or asserted against Client Indemnified Parties by a third party to the extent that the Claims and Losses result from or relate to any claim or allegation that the Nasdaq Information provided by Provider hereunder infringe, violate or misappropriate the intellectual property rights of a third party. In the event of such claim or if, in Provider's opinion, such a claim, action or allegation is likely to occur or if the use of the Nasdaq Information or any specifications is enjoined because of infringement or misappropriation, Provider may, at its sole option and expense: (a) procure for Client the right to continue using the Nasdaq Information or any specifications; (b) replace or modify the Nasdaq Information or any specifications to be non-infringing, and require the return of the potentially infringing or misappropriating items, if applicable, without liability to Client or any other person; or (c) terminate this Agreement immediately without liability to Client or any other person. The indemnification obligations and remedies detailed in this Section 11.2 shall be Client's sole and exclusive remedy in the event of an infringement claim.

11.3 The Party obligated to provide indemnification under this Section 11 shall give prompt written notice to the indemnified Party of any proposed settlement of an indemnifiable claim under this Section 11 and the indemnifying Party may not, without the indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder unless such settlement, compromise, or consent: (a) includes an unconditional release of the indemnified Party from all liability arising from the claim; (b) does not contain any admission or statement suggesting any wrongdoing

or liability on behalf of the indemnified Party; and (c) does not require a contribution from any indemnified Party or contain any equitable order, judgement or term (other than the fact of payment of the amount of fees from the Client) that in any manner affects, restrains, or interferes with the business or regulatory functions of the indemnified Party. The indemnified Party's duty to cooperate in litigation shall not be deemed a waiver of any attorney-client, attorney-work product, or other legal privilege or protection from disclosure.

12. Notification; Notification of Changes.

12.1 All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be delivered to the address of the applicable Party set forth in the Service Order (email is sufficient), as may be modified by a Party from time to time by providing advance written notice in accordance with this Agreement. Provider may provide general notices or communications related to the Nasdaq Information, including changes to the Nasdaq Information described in Section 3.2 and revisions to the Provider Requirements, by posting such notice on Nasdaq Data Link.

12.2 Notices shall be deemed to have been duly given by any one (or more) of the following methods: (a) upon actual receipt (or date of first refusal) by a Party, or (b) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt. Additionally, notice shall be deemed to have been duly given by Provider: (x) the first date of posting the notice or other communication in accordance with Section 12.1(b), or (y) upon receipt, if a valid email address is provided and remains current, Provider may give notice to or communicate with Client by email addressed to the persons identified in subsection 12.1(a). By providing an email address, Client agrees that any receipt received by Provider from Client's service provider or internet computer server indicating that the email was received shall be deemed proof that Client received the message. If Client cannot see or print all or any portion of an email message, Client agrees that it is Client's responsibility to contact Provider at +1 301 978 5307.

13. Force Majeure.

Neither Party, nor Provider's Third Party Providers shall be liable to the other party, nor deemed to be in breach of any provision hereof, for any failure or delay in performing its obligations hereunder when and to the extent such failure or delay is caused by or results from circumstances beyond such party's reasonable control (a "**Force Majeure Event**"). The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event will promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, and also promptly inform the other Party of the termination of the Force Majeure Event.

14. Subsequent Parties; Limited Relationship.

The Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective permitted successors or assigns. Client shall not assign this Agreement (including by operation of law) without the prior written consent of Provider, such consent not to be unreasonably withheld. Provider may, however, assign this Agreement to any subsidiary or affiliate without the consent of the Client. Nothing in this Agreement, express or implied, is intended to or shall (a) confer on any individual or entity other than the Parties hereto, or their respective permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (b) constitute the Parties hereto partners or participants in a joint venture; or (c) appoint one Party the agent of the other. Except for the Third Party Providers, there are no other third party beneficiaries of this Agreement.

15. No Government Rights.

This Agreement neither grants nor is intended to grant, directly or through Client, to any governmental entity or agency any rights in technical data (including, but not limited to, software) as set forth in FAR Subpart 27.4 or any

other regulation. Any such rights of a governmental entity or agency in technical data (including, but not limited to, software) shall be determined by a separate written agreement with Provider.

16. Claims.

In no event shall any claim, dispute, controversy or other matter arising pursuant to this Agreement (other than claims for financial non-compliance) be made against Licensor, Client, or any person claiming by or through either Provider or Client, later than two (2) years after the claim, dispute, controversy or other matter in question has arisen. Provider, Client, any person claiming by or through Provider and Client and their respective employees, directors, and other agents expressly waive any claims, disputes, controversies, and other matters not brought within the period set forth above.

17. Amendment.

Provider may alter any term or condition of this Agreement on ninety (90) days notice to the Client, and any use of the Nasdaq Information after such date shall be deemed to be acceptance of the new term or condition. The means of notifying the Client of such new term or condition may include, but not be limited to, emailing such term or condition to the Client or posting such alteration on Nasdaq Data Link.

18. Governing Law; Dispute Resolution.

18.1 The terms and conditions hereof will be governed and enforced by and construed in accordance with the laws of the State of New York, excluding any conflict of laws rules. Any dispute arising hereunder or relating hereto will be submitted to the American Arbitration Association and will be subject to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitral tribunal will be composed of a sole arbitrator. The arbitrator will be selected in accordance with such Rules and the arbitration will be conducted in English in New York, New York. The arbitrator may not award punitive damages and each party hereby waives the right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The existence and content of the arbitral proceedings and any rulings or awards shall be kept confidential by the parties and the arbitrator except to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment on the award may be entered in any court of competent jurisdiction.

18.2 Notwithstanding anything to the contrary herein, either party may bring an action for equitable relief in any court of competent jurisdiction in the event of a breach or anticipated breach of the provisions hereof governing the parties' rights and obligations with respect to intellectual property or Confidential Information or any other provision hereof that would be reasonably likely to cause such party immediate harm or for which money damages would be inadequate.

18.3 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE ARISING HEREUNDER OR RELATING HERETO

19. Waiver and Severability.

Except where otherwise provided herein, any waiver or failure of a party in insisting upon the performance of any provision hereof will not be construed as a waiver or relinquishment of such party's rights to future performance of such provision and the other party's obligation with respect to such future performance will continue in full force and effect. To be enforceable, a waiver must be made in writing and signed by the party to be bound. If any provision hereof that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity and enforceability of the remainder hereof.

20. Counterparts; Electronic Signature.

Any document that forms a part of the Agreement, including any Service Order, may be executed in counterparts. An electronic copy hereof will be considered and treated like an original and an electronic or digital signature will be as valid as a handwritten signature.

21. Entire Agreement.

The terms and conditions hereof, together with any other document incorporated by reference and all exhibits, schedules, and addenda, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between the provisions of these Terms and Conditions and a Service Order, the order of preference shall be the Service Order and then these Terms and Conditions. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders, if and where applicable. The use of the singular in the Agreement shall include the plural, and vice versa. Section headings are included for convenience only and are not to be used to construe or interpret this agreement.