This license agreement ("Licence") is a legal agreement between you ("Licensee" or "you") and MarketXLS Limited (583852) of Portershed, Eyre Square, Galway, Ireland, H91 HY51 ("Licensor, us" or "we") for:

MARKETXLS computer software, the data supplied with the software, use of MarketXLS.com website, content, data supplied from MarketXLS App, any custom services that MarketXLS provides like custom development, equity research services and any associated media ("**Software**"); and

documents relevant to the Software ("Documents").

This License shall commence on the date you subscribed to the Software ("Effective Date")

We license use of the Software and Documents to you on the basis of this License. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

BY DOWNLOADING AND INSTALLING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING OR USE OF THE SOFTWARE.

You should print a copy of this License for future reference.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment by you of the agreed license fee and you agreeing to abide by the terms of this License, we hereby grant to you a non-exclusive, non-transferable, non-assignable license to use the Software and the Documents on the terms of this License.

1.2 You may:

- 1.2.1 download, install and use the Software for your personal purposes only. The data provided by MarketXLS software must not be re-distributed.
- 1.2.2 provided you comply with the provisions in clause 1, make up to 1 copies of the Software for back-up purposes only:
- 1.2.3 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time at our sole discretion; and
- 1.2.4 use any Documents in support of the use permitted under clause You may:.
- 1.3 You may not (and may not allow a third party to):
 - 1.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this License:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documents in any form or media or by any means; or

- (b) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (ii) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (iii) is not used to create any software which is substantially similar to the Software:
- (c) tamper with, or attempt to circumvent or disable any license key (including for example, resetting the CPU time in order to extend the license term, or using a false host ID number or additional virtualized cop(ies) of the host ID number to enable unauthorized copies of a license key.
- 1.3.2 except as expressly provided in this License, transfer, rent, lease, lend, translate, sublicense, time-share, electronically transmit, receive or provide the Software to a third party in any form.
- 1.3.3 access all or any part of the Software and Documents in order to build a product or service which competes with the Software and/or the Documents; or
- 1.3.4 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documents, other than as provided under this clause 1.
- 1.4 You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and/or the Documents and, in the event of any such unauthorized access or use, promptly notify us.
- 1.5 The rights provided under this clause 1 are granted to the Licensee only, and shall not be considered granted to any subsidiary or holding company of the Licensee.
- 1.6 You undertake:
 - 1.6.1 to keep all copies of the Software secure and to maintain accurate and upto-date records of the number and locations of all copies of the Software;
 - 1.6.2 to include our copyright notice (if any) on all entire and partial copies you make of the Software on any medium; and
 - 1.6.3 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us; and
 - 1.6.4 to comply with all applicable technology control or export laws and regulations.

2. THIRD PARTY PROVIDERS

You acknowledge that the Software may be integrated with products and services from third parties. The Licensor makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party products or services, or any transactions completed, and any contract entered into by the Licensee, with any

such third party. The Licensor recommends that the Licensee refers to the third party's terms and conditions and privacy policy prior to using the relevant third-party products or services. The Licensor does not endorse or approve any third-party website nor the content of any of the third-party products or services.

3. LICENSOR'S OBLIGATIONS

- 3.1 The Licensor undertakes that the Software will operate in accordance with the Documents.
- 3.2 The undertaking at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Licensor's instructions, or modification or alteration of the Software by any party other than the Licensor or the Licensor's duly authorized contractors or agents. If the Software does not conform with the foregoing undertaking, the Licensor will, at its expense, use reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1. Notwithstanding the foregoing, the Licensor:
 - 3.2.1 does not warrant that the Licensee's use of the Software will be uninterrupted or error-free; or that the Software, Documents and/or the information obtained by the Licensor through the Software will meet the Licensee's requirements; and
 - 3.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Software and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 This License shall not prevent the Licensor from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this License.
- 3.4 The Licensor warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this License.
- 3.5 The Licensor will provide the Licensee with support, maintenance, updates and upgrades (as determined by the Licensor in its sole discretion) as part of the Yearly or Monthly Subscription.

4. <u>LICENSEE'S OBLIGATIONS</u>

- 4.1 The Licensee shall:
 - 4.1.1 provide the Licensor with:
 - 4.1.2 all necessary co-operation in relation to this License; and
 - 4.1.3 all necessary access to such information as may be required by the Licensor; in order to provide the Software and must:
 - 4.1.4 carry out all other Licensee responsibilities set out in this License in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the parties, the Licensor may adjust any agreed timetable or delivery schedule as reasonably necessary; and

4.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Licensor, its contractors and agents to perform their obligations under this License.

5. DATA

- 5.1 The Licensee shall own all right, title and interest in and to all of the data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the data.
- 5.2 If the Licensor processes any personal data on the Licensee's behalf when performing its obligations under this agreement, the parties record their intention that the Licensee shall be the data controller and the Licensor shall be a data processor and in any such case:
 - 5.2.1 the Licensee acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Licensee is located in order to carry out its obligation under this License;
 - 5.2.2 the Licensee shall ensure that the Licensee is entitled to transfer the relevant personal data to the Licensor so that the Licensor may lawfully use, process and transfer the personal data in accordance with this agreement on the Licensee's behalf:
 - 5.2.3 the Licensee shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 5.2.4 the Licensor shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Licensee from time to time; and
 - 5.2.5 each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. CHARGES AND PAYMENT

- 6.1 The Licensee shall pay the non-refundable annual subscription ("Yearly or Monthly Subscription") to the Licensor in accordance with this clause 6 and subject to clause 9.
- The Licensee shall on or prior to the Effective Date provide to the Licensor valid, up-to-date and complete credit card details and any other relevant valid, up-to-date and complete contact and billing details and, if the Licensee provides:
 - 6.2.1 its credit card details to the Licensor, the Licensee hereby authorizes the Licensor to bill such credit card:
 - (a) on the Effective Date for the Yearly or Monthly Subscription payable in respect of the Initial Term (as defined in clause 9.2); and
 - (b) subject to clause 9.2 on each anniversary of the Effective Date for the Yearly or Monthly Subscription payable in respect of the next Renewal Period (as defined in Clause 9.2);
- 6.3 If the Licensor has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Licensor:
 - 6.3.1 the Licensor may, without liability to the Licensee, disable the Licensee's password, account and access to all or part of the Software and the Licensor shall be under no obligation to provide any or all of the Software while the invoice(s) concerned remain unpaid; and

- 6.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then European Central Bank base lending rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.4 All amounts and fees stated or referred to in this agreement:
 - 6.4.1 shall be payable in either Euros or the currency advertised while making the purchase;
 - 6.4.2 are subject to clause 9.3, non-cancellable and non-refundable;
 - 6.4.3 are exclusive of value added tax, which shall be added to the Licensor's invoice(s) at the appropriate rate if applicable.
- 6.5 If, at any time whilst using the Software, the Licensee exceeds a reasonable amount of market data requests, the Licensor may terminate this agreement upon 90 days' prior notice by email to the Licensee.
- 6.6 The Licensor reserves the right to introduce bandwidth throttling limits as it deems appropriate at any time on 90 day's prior notice by email to the Licensee, further details of such throttling limits may also be posted from time to time on the Licensor's website.
- 6.7 The Licensor shall be entitled to increase the Yearly or Monthly Subscription, the billing rates and surcharges for availing of the service upon 90 days' prior notice to the Licensee by email and posted on the Licensor's website.
- 6.8 Any such changes or revisions shall neither revoke the rights assigned or granted to the Licensee under this Licensee nor absolve the Licensee from the duties to be performed under the License.

7. PROPRIETARY RIGHTS

7.1 The Licensee acknowledges and agrees that the Licensor own all intellectual property rights in the Software and the Documents. Except as expressly stated herein, this License does not grant the Licensee any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Software or the Documents.

8. <u>LIMITATION OF LIABILITY</u>

- 8.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- We only supply the Software and Documents for personal use, and you agree not to use the Software or Documents for any re-sale purposes.
- 8.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the License for:
 - 8.3.1 loss of profits, sales, business, or revenue;
 - 8.3.2 business interruption;
 - 8.3.3 loss of anticipated savings;
 - 8.3.4 loss or corruption of data or information;
 - 8.3.5 loss of business opportunity, goodwill or reputation; or

- 8.3.6 any indirect or consequential loss or damage.
- 8.4 Other than the losses set out in clause We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the License for:, our maximum aggregate liability under or in connection with this License whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to all fees paid by you in the previous three month period. This maximum cap does not apply to clause Nothing in this License shall limit or exclude our liability for:.
- 8.5 Nothing in this License shall limit or exclude our liability for:
 - 8.5.1 death or personal injury resulting from our negligence;
 - 8.5.2 fraud or fraudulent misrepresentation; or
 - 8.5.3 any other liability that cannot be excluded or limited by Irish law.
- 8.6 This License sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this License, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this License whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 8.7 The Software is strictly for informational purposes and the Licensor does not guarantee the reliability, availability, timeliness or accuracy of the information provided by the Software. The Licensor is not acting as broker or investment adviser to the Licensee and no fees or commission is received by the Licensor. There is no personal portfolio investment advice or recommendations directed at any particular subscriber or in view of the particular circumstances, any particular person viewing this web site or using the Software.
- 8.8 The information provided by the Software is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Users of the Software should do so with caution and assess their own risk tolerance level or consider consulting with a broker or investment adviser before doing so.
- 8.9 Trading securities and options involves risk. Prior to buying or selling an option, an investor should receive a copy of characteristics and risks of standardized options. Traders and investors must meet suitability requirements.
- 8.10 The Licensee also agrees, for purposes of internet security awareness, the Licensor, the publishers and editors cannot be held responsible for the information and trade reports lost on the Software due to computer failures, internet viruses, computer hacking or alterations made to the Software.

9. TERMINATION

- 9.1 Each party may terminate this License by 30 days' notice to the other party.
- 9.2 This License shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 9, this License shall continue for one year ("Initial Term") and shall automatically extend for a period of one year (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term.
- 9.3 The Licensor reserves the right, but is under no obligation, to offer the Licensee a refundable trial of the Software for a period of time as determined by Licensor (acting in its sole discretion). Except for the provisions concerning price and payment, this agreement shall apply to any such free trial period.

- 9.4 Upon termination for any reason:
 - 9.4.1 all rights granted to you under this License shall cease;
 - 9.4.2 you must immediately cease all activities authorized by this License; and
 - 9.4.3 you must immediately pay to us any sums due to us under this License; and
 - 9.4.4 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 9.5 If the Software does not function in the manner it was advertised to work in and if the problem cannot be resolved successfully by the Licensor within 30 days from the date that the problem was first reported and acknowledged by the Licensor's support team then the Licensee is entitled to a full refund.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this License that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks...
- 10.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 10.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this License:
 - 10.3.1 our obligations under this License will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control: and
 - 10.3.2 we will use our reasonable endeavors to find a solution by which our obligations under this License may be performed despite the Event Outside Our Control.

11. OTHER IMPORTANT TERMS

- 11.1 The terms and conditions of this Agreement may be subject to changes from time to time and the Licensor is under no obligation to intimate such changes to the Licensee.
- We may transfer our rights and obligations under this License to another organization, but this will not affect your rights or our obligations under this License.
- 11.3 You may only transfer your rights or your obligations under this License to another person if we agree in writing.
- 11.4 This License and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this License or any document expressly referred to in it. You agree that you shall have no claim for

- innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this License or any document expressly referred to in it.
- 11.5 If we fail to insist that you perform any of your obligations under this License, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.6 Each of the conditions of this License operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.7 This License, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Irish law. You irrevocably agree to the exclusive jurisdiction of the courts of Ireland.

Financial Market Data powered by Quotemedia.com. All rights reserved. View the Terms of Use. Data delayed by 15 minutes unless indicated.

Real-time data subscriptions available through our data partners and require additional exchange subscription agreements.

MarketXLS does "**not**" provide its own datafeed or any API access to users of the software for any commercial purposes of the user. The software is for personal use only as defined in our <u>License Agreement</u>. Users may not use the data provided in violation of the terms of our <u>License Agreement</u>.

Information provided in this solution is obtained from sources believed to be reliable. The publishers are not responsible for any errors or omissions contained herein or delivered through the software. Data and functionality of this software is subject to many factors including but not limited to internet connectivity, data interruptions, server breakdowns, trading halts etc.

Financial Market Data copyright © 2019 QuoteMedia. Data delayed 15 minutes unless otherwise indicated (view delay times for all exchanges). *RT*=Real-Time, *EOD*=End of Day, *PD*=Previous Day. Market Data powered by QuoteMedia. Terms of Use.

quotemedia

We are a Barchart Inc.'s <u>Independent Software Vendor</u>

barchart