

Terms of Use for the Online System MD+S interactive of Deutsche Börse AG (MD+S interactive Terms of Use)

Effective as of 2 August 2010
Version 3.0

1 Scope of Applicability and Definitions

1.1 The Terms of Use govern the usage of the contract management system within the online system MD+S interactive of Deutsche Börse AG by the Contracting Party and are an integral part of all agreements, which refer to the MD+S interactive Terms of Use.

1.2 The following terms shall have the meanings set out below:

MD+S interactive

Online system of Deutsche Börse AG for authorized users of the Contracting Party which contains a contract management system that is to be used for ordering, Reporting and other purposes.

MD+S interactive Administrator

MD+S interactive User responsible for the administration of other MD+S interactive Users on behalf of the Contracting Party.

MD+S interactive User

Natural person authorized by the Contracting Party to execute certain functions within MD+S interactive.

In addition the definitions set out in the General Terms and Conditions to the respective agreement also apply to the MD+S interactive Terms of Use.

2 Use of MD+S interactive by the Contracting Party

- 2.1 MD+S interactive contains the following functions, among others:
- a) specifying and changing the customer profile;
 - b) ordering and cancelling Information Products;
 - c) submitting the monthly Reports;
 - d) requesting approval for Sub-Vendors and Service Facilitators;
 - e) notifying Affiliated Companies, Displaying Parties and Vendors of After Midnight Information;
 - f) notifying Information Products for a Non-Display Information Usage;
 - g) ordering CEF[®] connections;
 - h) entitling of CEF[®] Users; and/or
 - i) administrating MD+S interactive Users.
- 2.2 The Contracting Party will maintain the necessary technical environment to be able to use MD+S interactive. It will, inter alia, use e-mail accounts the SPAM-filters of which will not block confirming e-mails within the meaning of Section 4.2 below sent by the Deutsche Börse AG e-mail address specified in MD+S interactive for this purpose. The Contracting Party uses Microsoft Internet Explorer Version 6.0 and above, has activated Java Script, and has allowed cookies for the website of Deutsche Börse AG.
- 2.3 Deutsche Börse AG will expend reasonable efforts, taking into account the current state of information technology, to ensure the availability of MD+S interactive. Within its sphere of activity, Deutsche Börse AG will immediately investigate justified complaints and ensure that they will be taken into account immediately. However, Deutsche Börse AG does not guarantee any service levels regarding the availability of MD+S interactive.

3 MD+S interactive Users, Logins and Passwords

- 3.1 The following provisions apply to the registration of MD+S interactive Users under agreements referring to the MD+S interactive Terms of Use excluding the Non Display Agreement:
- a) The Contracting Party shall register with Deutsche Börse AG by submitting a written form at least two MD+S interactive Administrators (i.e. MD+S interactive Users with authorizations regarding the administration of MD+S interactive Users). Any registration of further MD+S interactive Administrators as well as the deregistration of MD+S interactive Administrators shall likewise require the submission of a written form to Deutsche Börse AG.
 - b) The Contracting Party may register with Deutsche Börse AG further MD+S interactive Users. The registration and deregistration of MD+S interactive Users is to be made online by an MD+S interactive Administrator via MD+S interactive. The MD+S interactive Administrator may define via MD+S interactive the specific authorizations each individual MD+S interactive User shall have regarding MD+S interactive.

- 3.2 Aberrant from Section 3.1, the following provisions apply to the registration of MD+S interactive Users under the Non-Display Agreement of Deutsche Börse AG:
- a) The Contracting Party must register MD+S interactive Users online with Deutsche Börse AG.
 - b) Further MD+S interactive Users shall be registered and deregistered online via MD+S interactive.
- 3.3 Furthermore, the following provisions apply to the use of MD+S interactive under agreements referring to the MD+S interactive Terms of Use:
- c) Each MD+S interactive User registered by the Contracting Party has a unique login which shall be the e-mail address of that MD+S interactive User. Upon registration of an MD+S interactive User, such MD+S interactive User will receive an e-mail from Deutsche Börse AG containing a link which enables the MD+S interactive User to create a password. The login and the password of an MD+S interactive User must not be shared.
 - d) The Contracting Party shall be solely responsible for the use of the passwords which allow the Contracting Party to execute binding transactions through MD+S interactive. The identification of the Contracting Party by means of any password registered with MD+S interactive unequivocally binds the Contracting Party to any transactions carried out by using the password.
 - e) In case of loss or theft of a password, the relevant MD+S interactive User of the Contracting Party must immediately change that password via MD+S interactive. Only such change of the password will allow the Contracting Party to avoid liability for any misuse that could be made of the password.

4 MD+S interactive Transaction Processes

- 4.1 The order or the cancellation of Information Products as well as any other entries in MD+S interactive can be performed by each registered MD+S interactive User subject to his/her individual authorization. Any entry which shall execute a transaction with legally binding effect needs to be reconfirmed by a registered MD+S interactive User after Deutsche Börse AG has accepted the transaction entered. The click by the registered MD+S interactive User when confirming the transaction constitutes an electronic signature which has the same value as a written signature between the parties. Therefore, upon such confirmation the relevant transaction becomes legally binding.
- 4.2 A legally binding transaction is confirmed by an e-mail sent by Deutsche Börse AG to the Contracting Party. Moreover, the orders and cancellations of Information Products under the Market Data Dissemination Agreement and the CEF[®] Systems Connection Agreement of Deutsche Börse AG, are listed by entries in the menu "Order Status" of MD+S interactive which shows the legally binding status of the Information Products ordered by the Contracting Party. The legally binding status with respect to all other agreements referring to the MD+S interactive Terms of Use is listed in the corresponding menus. It is the Contracting Party's own responsibility to check the transactions by the aforementioned means and to keep the confirmatory e-mails received from Deutsche Börse AG on a medium of its choice.

5 Keeping of Data and Data Protection

- 5.1 The computerized registers, kept in the computer systems of Deutsche Börse AG under reasonable security conditions, will be considered as sufficient proof of communication of orders and other transactions made between the parties. The electronic archive of transactions is saved on a reliable and long-lasting medium able to provide valid proof of the saved transactions.
- 5.2 When using MD+S interactive, individuals associated with the Contracting Party will be required to provide Deutsche Börse AG with personal data like, for example, their name and their business address. This data is processed by Deutsche Börse AG's staff for the purposes of the contract implementation and customer service. When processing personal data Deutsche Börse AG will always comply with the requirements of the applicable data protection laws and regulations.

6 Limitation of Liability

- 6.1 Deutsche Börse AG shall pay damages - irrespective on which legal ground (e.g. default or tort) - only in the following scope:
- a) In the event of willful intent Deutsche Börse AG shall be fully liable.
 - b) In the event of gross negligence and in the event of default regarding a guarantee undertaking Deutsche Börse AG shall be liable up to the amount of the foreseeable damage which should be prevented by the relevant duty of care or the guarantee undertaking.
 - c) In the event of simple negligence Deutsche Börse AG shall only be liable when defaulting with a cardinal obligation, i.e. an obligation which is so material that the attainment of the purpose of the agreement is jeopardized. In this case Deutsche Börse AG shall be liable for the damage which is typical and was foreseeable.
 - d) Beyond lit. a) to c) Deutsche Börse AG shall not be liable.
 - e) As far as Deutsche Börse AG is obliged to compensate frustrated expenses the stipulations at lit. a) to c) shall apply *mutatis mutandis*.
- The statutory liability for the injury of life, body and health as well as under the Product Liability Act shall remain unaffected.
- 6.2 Deutsche Börse AG shall have no liability for any losses arising from unauthorized access to information or any other misuse of information.
- 6.3 The objection of contributory negligence shall remain unaffected.
- 6.4 Damage claims of the Contracting Party shall become time-barred after two years as far as the respective agreement does not provide for a shorter period and the claims do not derive from an injury of life, body, health or freedom or from willful intent. The deadline shall commence at the end of that year within which the claim has arisen and the Contracting Party has gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.

7 Final provisions

- 7.1 The MD+S interactive Terms of Use may be unilaterally changed by Deutsche Börse AG conditional upon the Contracting Party being given at least 90 days' notice of the changes in written or electronic form. In the event of urgent technical requirements the aforementioned period of notice can be reduced. Messages in electronic form include e-mail messages as well as messages on the website of Deutsche Börse AG under www.deutsche-boerse.com/mds_e addressed to all Contracting Parties.
- 7.2 The final provisions of the General Terms and Conditions to the respective agreement shall apply to the MD+S interactive Terms of Use mutatis mutandis. Exclusive place of jurisdiction for disputes deriving from or in connection with the MD+S interactive Terms of Use shall be Frankfurt am Main; however, Deutsche Börse AG shall be entitled to sue the Contracting Party also at its general place of jurisdiction.