

Supplemental Vendor Conditions to the File Service Licence Agreement of Deutsche Börse AG

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Version 1_0

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Preamble

These Supplemental Vendor Conditions are an Annex to the File Service Licence Agreement and form an integral part of the Agreement.

The purpose of these Supplemental Vendor Conditions is to stipulate the content and scope of the licence applicable to Vendors in accordance with the General Terms and Conditions to the File Service Licence Agreement. All terms not defined herein shall have the meaning as set forth in the in the General Terms and Conditions.

1 Granting of Licence

- 1.1 Subject to payment of the respective fee and the selections made in an Order Form with respect to the licence scope, Deutsche Börse AG grants the Contracting Party a non-exclusive and non-transferable right for the term (as agreed with respect to the individual licence) to use Information as follows:
- a) The Contracting Party may use Information in unmodified and modified format for the purpose of Internal Usage;
 - b) When licensed as Vendor, the Contracting Party may disseminate onward Information in unchanged and changed format to Subscribers for the sole purpose of Internal Usage;
 - c) The Contracting Party may disseminate onward Information in unchanged and changed format to Affiliated Companies; and
 - d) The Contracting Party may use Information Products for the creation of Derived Data for the purposes reflected in the respective Order Form.
(the "**Vendor Licence**").

Licence restrictions may apply with respect to individual Information Products (e.g. the supplemental provisions for the usage of PSX Information, Part II, Section 18 of the General Terms and Conditions).

- 1.2 Subject to payment of the respective fee and Section 1.3, and provided a licence for onward dissemination has been obtained, Deutsche Börse AG grants the Contracting Party a non-exclusive and non-transferable right for the term (as agreed with respect to the individual licence) to sublicense to its Indirect Customer the usage of Information as follows:
- a) When acting as Vendor and onward disseminating Information to Subscribers or Users, such Subscribers and Users may only use the Information for the purposes of Internal Usage;
 - b) When onward disseminating Information to Affiliates, the usage rights as stipulated in Section 2.1 shall apply;
 - c) When making available Information to Service Facilitators, the usage rights as stipulated in Section 2.2 shall apply.
- 1.3 The Contracting Party shall not make any use of the Information other than for usages expressly permitted in this File Service Licence Agreement; in particular, the Contracting Party shall not, except as expressly permitted in this File Service Licence Agreement,
- a) access, download, store, commercialise or use Information which is not covered by any licence granted by Deutsche Börse AG;
 - b) market, distribute, publish or otherwise make Information available to third parties;
 - c) transfer the right to use the Information in whole or in part to third parties.

The Contracting Party shall oblige each Indirect Customer to which it makes available Information as follows: the Indirect Customer shall (i) comply with all laws, rules and regulations applicable to accessing and using such Information (including any restrictions imposed by Third-Party Rights Holders), (ii) cease all use of and delete and/or purge all Information upon the termination of its relationship with the Contracting Party to receive the services, except to the extent such Indirect Customer may be required by applicable law or regulation to keep copies of the Information, but provided that no other access to or use of the Information occurs, (iii) not use the Information for any purpose other than that of the licence(s) granted herein and (iv) use the redistributed Information only internally (except as may be expressly permitted in this File Service Licence Agreement ((i)-(iv), the **"Indirect Customer Obligations"**)). The Contracting Party shall promptly notify Deutsche Börse AG if the Contracting Party has reason to believe that any Indirect Customer to which the Contracting Party has provided Information has violated any Indirect Customer Obligation.

- 1.4 Deutsche Börse AG reserves the right to offer certain own Information and Information from Third-Party Rights' Holders with rights of utilization which are limited compared with those granted under Section 1.1.

2 Dissemination of Information Products to Affiliates and service facilitators of Contracting Party

- 2.1 The Contracting Party is entitled to onward disseminate the received Information Products also to Affiliates of the Contracting Party. Contracting Party shall register the Affiliates which are intended to receive the Information Products prior to any onward dissemination by Contracting Party with Deutsche Börse AG in the Company Profile Form. Deutsche Börse AG is not required to make available the Information to Affiliates of Contracting Party. Such Affiliates may only use the Information for Internal Purposes.
- 2.2 The Contracting Party may for marketing and sales services, technical support services, administration services or similar services involve service facilitators into the facilitation of Information Usage and may onward disseminate Information Products to such Service Facilitators. Such an involvement of a service facilitator and, in particular, the onward dissemination of Information Products to such service facilitator shall be permitted only if Deutsche Börse AG has in advance expressly granted its consent hereto in writing, per e-mail or via MD+S interactive following receipt of a service facilitator application from the Contracting Party. The service facilitator application is to be submitted online via MD+S interactive. For this purpose, the Contracting Party shall upon conclusion of the Market Data Dissemination Agreement report via MD+S interactive all service facilitators with details as to firm names, addresses and Internet addresses (URLs) as well as the services which are rendered by the service facilitators to the Contracting Party. In case that changes occur to details of the Service Facilitator stored in MD+S interactive such changes are to be submitted via MD+S interactive promptly. A service facilitator has no usage right to the Information submitted by the Contracting Party.
- 2.3 The Contracting Party shall ensure that the provisions of the File Service Licence Agreement applicable to Affiliates and Service Facilitators are reflected in a contractual arrangement with Affiliates. The Contracting Party represents and warrants that each of the Affiliates is bound by and complies with all terms and conditions of the File Service Licence Agreement that are applicable to Affiliates and the specific licence obtained. An obligation incumbent upon the Contracting Party and any other provision applicable to the Contracting Party shall apply to the Affiliate to the same extent as it applies to the Contracting Party, provided, however, that the obligation to pay fees shall apply solely to the Contracting Party unless otherwise expressly agreed. An Affiliate's breach of the File Service

Licence Agreement shall also constitute a breach of the File Service Licence Agreement by the Contracting Party and the Contracting Party shall be fully liable for such breach.

3 Termination

- 3.1 In deviation to Section 15.1 first sentence of the General Terms and Conditions to the File Service Licence Agreement, the following shall apply:
- 3.2 The File Service Licence Agreement shall commence as of the Effective Date and shall be subject to a minimum contractual period of 6 (six) calendar months and shall, after the expiration of this initial term, continue for an unlimited period of time.
- 3.3 All other provisions of Section 15 of the General Terms and Conditions to the File Service Licence Agreement shall remain in full force and effect.