

General Terms and Conditions to the File Service Licence Agreement of Deutsche Börse AG

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Preamble

Deutsche Börse AG assembles and compiles financial information in relation to the trading of financial instruments (or other assets, such as crypto instruments). Under this File Service Licence Agreement, Deutsche Börse AG offers Information Products, as further stipulated in the Price List. The Information may derive from Group Deutsche Börse trading venues or third party sources, such as third party exchanges.

Purpose of this File Service Licence Agreement is the licensing of individual Information Products as set forth below. Contracting Party may (cumulatively) take different roles when licensing the Information Products resulting in different usage rights granted to Contracting Party and subject to different fee schemes. As a Subscriber, Contracting Party is entitled to use the Information Products for Internal Usage. As a Vendor, Contracting Party is entitled to onward disseminate the Information Products.

This File Service Licence Agreement also covers the relationship between Contracting Party and its customers or Affiliates by establishing a framework for Contracting Party with respect to the applicable rights and obligations when sub-licensing the Information Products to Indirect Customers. Contracting Party is required to mirror the rights and obligations of this File Service Licence Agreement vis-à-vis the Indirect Customer (as stipulated below) and provide for the compliance with these requirements as the Contracting Party maintains the direct contractual relationship with the Indirect Customer.

The Information Products are available via Deutsche Börse AG's Data Shop which can be accessed here: <https://a7-dataplatform.deutsche-boerse.com>. This File Service Licence Agreement governs the licensing of Information Products offered and selected in the Order Form and which are available for Onward Dissemination and/or Internal Usage. When licensing under this File Service Licence Agreement, other agreements offered by Deutsche Börse AG (General Terms and Conditions of the Data Shop or the Subscription Agreement) shall not apply.

Now, therefore, the Parties agree to enter into this File Service Licence Agreement. Subject to Section 2.1, the Parties may enter into Order Forms in order to determine (i) the permitted purpose in accordance with Section 4, (ii) the scope of the Information Products as well as (iii) the specific licence fees. The File Service Licence Agreement, the General Terms and Conditions, the Price List, the Contracting Party Profile Form, the Payment Form together with the Order Form(s) signed by the Parties shall constitute the entire agreement between the Parties (the "**File Service Licence Agreement**").

I General Provisions

1 Definitions

Affiliate

shall mean any legal entity that controls or is controlled by or is under common control with Contracting Party, either directly or indirectly through one or more intermediaries. For the purpose of this definition, control shall mean a) the power to direct or cause the direction of management or policies of an entity, either directly or indirectly, or b) direct or indirect ownership of at least fifty percent (50%) of an entity's equity interest.

Audit

shall have the meaning ascribed to such term in Section 8.1.

Confidential Information

shall have the meaning ascribed to such term in Section 9.1.

Contracting Party's Auditors

shall have the meaning ascribed to such term in Section 7.2.

Data Shop

Web-based system which provides direct access to the Information Products and which can be accessed here.

Derived Data

shall mean any self-computed number or Information that has been derived from one or several Information Products, provided that such number or Information cannot be reverse engineered, so that no Information can be retrieved from the self-computed number or Information.

File Service Licence Agreement

shall have the meaning ascribed to such term in Section Preamble.

Indemnified Party

shall have the meaning ascribed to such term in Section 13.1 and 13.2.

Indemnifying Party

shall have the meaning ascribed to such term in Section 13.1 and 13.2.

Indirect Customer

A third party that has access to Information from the Contracting Party (e.g. Subscriber, Service Facilitator, Affiliate).

Indirect Customer Obligations

shall have the meaning ascribed to such term in Section 1.3 of the Vendor Conditions.

Information

Quotes, prices, turnover figures, indices, analytics and other data marketed by Deutsche Börse AG. Data derived from Information is still deemed to be information if (i) the data originally marketed by Deutsche Börse AG can be determined through calculation or automated process and/or (ii) the alteration is formed in a way that the derived data can be used instead of the data originally marketed by the Deutsche Börse AG (i.e. as substitute). In case of doubt Deutsche Börse AG determines at its sole discretion whether derived data is information within the meaning of (i) and/or (ii) above.

Information Product

Bundled Information available after 12:00 p.m. of the day of its initial publication as specified in the Price List.

Information Product Usage

A usage of Information Products includes the Onward Dissemination of Information Products to third parties (in particular Subscribers), Internal Usage and the creation of Derived Data, irrespective of whether the aforementioned usages occurred without authorization or by mistake. Therefore, a usage of Information Products shall even then exist when the third party or the Contracting Party, as the case may be, has no knowledge of the aforementioned usages.

Initial Term

shall have the meaning ascribed to such term in Section 15.1.

Internal Usage

The use of Information Products takes place internally if the Information Products is exclusively used by the licensed recipient of the Information Product(s) concerned Affiliate itself or its employees without any external Onward Dissemination to third parties.

Onward Dissemination

Accessing and disseminating Information onwards to third parties.

PSX

shall have the meaning ascribed to such term in Section 17.1.

Reporting

Regular electronic transmission of Information Products relevant for the invoicing which the Contracting Party is required to perform.

Subscriber

Contracting Party of the Vendor or Contracting Party which receives Information Products for Internal Usage. A Subscriber may have more than one location and may simultaneously be a Vendor as well.

Subscriber Licence

shall have the meaning ascribed to such term in Section 1.1 of the Supplemental Subscriber Conditions.

Third-Party Rights' Holder

Third-party legal entity which owns the original copyrights and other intellectual property rights to specific Information Products.

User

Natural person who has access to Information.

Vendor

Contracting Party which onward disseminates Information Products to Subscribers.

Vendor Licence

shall have the meaning ascribed to such term in Section 1.1 of the Supplemental Vendor Conditions.

2 Scope of and Changes to the File Service Licence Agreement

- 2.1 The File Service Licence Agreement shall apply to all Information Products which are licensed and supplied by Deutsche Börse AG to the Contracting Party. Under this File Service Licence Agreement, Contracting Party may enter into individual Order Forms which are individual agreements between the Parties specifying the Licence, e.g. (i) the permitted purpose in accordance with Section 3, (ii) the scope of the Information Product(s) as well as (iii) the specific licence fees.
- 2.2 Deutsche Börse AG proposes amendments to this File Service Licence Agreement to the Contracting Party by informing the Contracting Party of the amendments by e-mail or in writing no later than ninety (90) calendar days before the proposed date on which the amendments enter into effect. Before the proposed effective date, the Contracting Party may accept, reject or remain silent in relation to the proposed amendments. If the Contracting Party remains silent within a period of thirty (30) calendar days from receipt of the notification that Deutsche Börse AG proposes amendments to this

Agreement, the Contracting Party will be deemed to have approved the amendments. If the Contracting Party has objected to the amendments within the aforementioned period, the proposed amendments will not enter into effect. Deutsche Börse AG will expressly mention this effect when proposing amendments to the Contracting Party. Any objection must be submitted to the following e-mail address: mds.agreements@deutsche-boerse.com. For the avoidance of doubt, amendments with respect to the fees are subject to Section 6.2 below while the process of this Section 2.2 applies.

- 2.3 Deutsche Börse AG shall be entitled to terminate the entire File Service Licence Agreement of the objecting Contracting Party with at least 30 calendar days' notice effective at the time the amendments take effect.
- 2.4 Contracting Party acknowledges that Deutsche Börse AG is entitled to modify the format, content and the delivery times with respect to the Information with at least ninety (90) calendar days prior notice exercising discretion pursuant to Section 315 of the German Civil Code (*Bürgerliches Gesetzbuch*) taking into account the reasonable interests of Contracting Party and without being liable for Contracting Party's or any other person's costs caused by such change. Changes of the content of Information Products shall entitle the Contracting Party to terminate with 30 calendar days' notice the Information Product(s) affected or, alternatively, the entire File Service Licence Agreement, effective at the time the changes take effect.

3 Granting of Licence

- 3.1 Subject to payment of the respective fee and the selections made in an Order Form with respect to the licence scope, DBAG grants licences either with respect to the Contracting Party being a Vendor or being a Subscriber. Through the respective selection in the Order Form Contracting Party may select its licence scope.
- 3.2 The Contracting Party shall ensure that the provisions of the File Service Licence Agreement applicable to an Indirect Customer are reflected in a contractual arrangement with such recipient. The Contracting Party represents and warrants that each of the Indirect Customers is bound by all terms and conditions of the File Service Licence Agreement that are applicable to Indirect Customers by way of entering into a legally binding contractual relationship with the respective Indirect Customer. An obligation incumbent upon the Contracting Party and any other provision applicable to the Contracting Party shall apply to the Indirect Customer 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 Indirect Customer'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.
- 3.3 The Contracting Party shall (i) comply with all laws, rules and regulations applicable to accessing and using the 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 Deutsche Börse AG to receive the services, except to the extent it 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 Information in accordance with the selected licensing scope and applicable General terms and Conditions of the File Service Licence Agreement. The Contracting Party shall promptly notify Deutsche Börse AG if it has reason to believe to have violated any obligations.

4 Rights to the Information Products

- 4.1 The Contracting Party acknowledges that Deutsche Börse AG is the sole owner of the Information Products licensed under this File Service Licence Agreement and the sole owner of all copyrights and other intellectual property rights in Information Products that does not originate from Third-Party Rights' Holders.
- 4.2 The Contracting Party also acknowledges that the copyrights and other intellectual property rights in Information Products originating from Third-Party Rights Holders (e.g. Clearstream, PSX) belong to the respective Third-Party Rights Holder and that Deutsche Börse AG has the distribution rights to such Information Products.
- 4.3 Deutsche Börse AG grants licences solely with respect to the usages explicitly stipulated in this File Service Licence Agreement. Usages not explicitly covered by this File Service Licence Agreement are not licensed and are, therefore, potentially subject to a licence by a Third-Party Rights Holder. With respect to usage rights granted under this File Service Licence Agreement, Deutsche Börse AG will inform the Contracting Party about any limitation in the licences granted by Deutsche Börse AG (e.g. in the Supplemental Provisions below). The Contracting Party acknowledges and agrees that it is the Contracting Party's responsibility to determine which licences, approvals, consents and authorisations from Third-Party Rights Holders are required in respect of other relevant business activities conducted (e.g. issuance of financial products) in connection with information, trademark or other usage (apart from the use of Information in the manner envisaged in this File Service Licence Agreement) and the Contracting Party represents and warrants that it has obtained and shall at all times maintain all such licences, approvals, consents and authorisations. For the avoidance of doubt, Deutsche Börse AG does not licence trademark rights and the Contracting Party is required to obtain licences to such rights directly from the Third-Party Rights Holder.

5 Provision of Information Products to Contracting Party and Affiliates of Contracting Party

- 5.1 Contracting Party may download the Information Product(s) from Deutsche Börse AG's Data Shop (or any successor system) in electronic form (except for periods of maintenance).

6 Remuneration and Terms of Payment

- 6.1 The kind and amount of the fee shall be determined according to an Order Form to this File Service Licence Agreement.
- 6.2 The fees may be amended by Deutsche Börse AG in accordance with the procedure stipulated in Section 2.2 if
 - a) the content of the Information has been expanded;
 - b) the value of the Information has increased;
 - c) the costs for making the Information available have increased;
 - d) the structure of the remuneration for the Information shall be changed in total; or
 - e) an adaptation of the remuneration is necessary in order to adapt the fee level of Deutsche Börse AG to the respective fee level of other international exchanges or other comparable information suppliers and information providers.

Fee amendments can only take place once per calendar year whereas such fee increase shall not take place during the first calendar year the File Service Licence Agreement takes effect.

- 6.3 The fee will be charged to the Contracting Party according to the Price List to this File Service Licence Agreement.
- 6.4 All fees and amounts payable by the Contracting Party based on this Agreement and the individual Order Form are specified exclusive of any applicable tax including, but not limited to, value added tax, sales tax or any other similar tax, levy or duty. The Contracting Party is obliged to cover all taxes and to comply with the relevant tax laws as applicable. All amounts and fees are due without any deduction of taxes (e.g. withholding tax or similar duties). If and to the extent that the Contracting Party is obliged to pay for any such tax, the amount of the fee shall be increased by an amount necessary to compensate for the tax (including any amount necessary to "gross-up" for tax levied on the increase itself) and thus the net amount received by Deutsche Börse AG will be equal to the fee as specified in the invoice. The Contracting Party shall notify and provide evidence that the applicable regulations have been observed. Deutsche Börse AG will, in good faith and to a reasonable extent, cooperate with and support the Contracting Party in reducing or obtaining an exemption from the withholding tax to be borne by the Contracting Party in accordance with the applicable double taxation treaty or any other applicable law or regulation.
- 6.5 All invoices shall be due and payable immediately. If the Contracting Party fails to effect payment within 30 days of receipt of invoice, a default interest at a rate of nine (9) percentage points above the German base rate will become due. The right of Deutsche Börse AG to obtain further compensation for further default damages shall remain unaffected.

7 Self-Reporting

- 7.1 Contracting Party shall provide Deutsche Börse AG at any time upon its request with all information relating to the use of the Information Products within its organization so that Deutsche Börse AG can verify whether the Information Product is being used according to this File Service Licence Agreement.
- 7.2 Upon request, and no more than once per calendar year, Contracting Party shall comply with Deutsche Börse AG's reasonable procedures and requirements for the verification of the requirements of this File Service Licence Agreement, including, without limitation, delivery to Deutsche Börse AG of a certified report audited by an independent certified public accountant retained by Deutsche Börse AG at Contracting Party's sole expense and satisfactory to Deutsche Börse AG ("**Contracting Party's Auditors**"), which shall verify the compliance of this File Service Licence Agreement and the applicable Order Form(s). If this certified report discloses that Contracting Party have underreported or otherwise infringed the provisions of this File Service Licence Agreement or any Order Form, Contracting Party shall promptly, but not more than fifteen (15) business days after the invoice date, remit any unpaid fees and applicable interest to Deutsche Börse AG due relative to such underreporting; if such certified report discloses an overpayment, then Deutsche Börse AG will apply the overpayment as a credit against amounts due from Contracting Party. The certified report shall include information relative to any such underreporting in sufficient detail to determine the amounts due.

8 Audit

- 8.1 Deutsche Börse AG shall be entitled to conduct on-site or remote inspections at the premises and data processing systems of the Contracting Party for purposes of reviewing (i) the documents relevant for the remuneration of the Information Usage, (ii) the technical infrastructure in use for processing Information and (iii) the compliance with the licensing terms (“**Audit**”). The Contracting Party shall be obliged to ensure that Deutsche Börse AG or the auditors instructed by Deutsche Börse AG (“**Auditors**”), as the case may be, receive access to the relevant documents and the technical infrastructure at the site of the Contracting Party itself. The aforementioned Audit right of Deutsche Börse AG remains for a time period of 2 years after termination of the File Service Licence Agreement.
- 8.2 Notwithstanding any other rights under this File Service Licence Agreement, if the Contracting Party by breaching the licence requirements refuses the conduct of a duly announced Audit and, therefore, fails to comply with its obligations under Section 8.1 second sentence in total, or if the Contracting Party in spite of a written demand by Deutsche Börse AG or one of its instructed Auditors does not (i) provide access to certain relevant documents (e.g. honesty statements) or technical infrastructure (e.g. entitlement system) at the site of the Contracting Party, or does not (ii) deliver relevant documents or electronic data files in accordance with this File Service Licence Agreement, Deutsche Börse AG shall until the due performance of the obligations deriving from Section 8.1 second sentence at its choice be entitled
- a) to preliminarily estimate an assumed supplementary payment on the basis of appropriate criteria (e.g. reports of the past or reports by comparable companies, as the case may be) in accordance with its reasonably exercised discretion and invoice such estimate as an on-account payment; and/or
 - b) to suspend the delivery of Information or the licence for the Information Usage (Section 3 in conjunction with the Vendor Conditions or the Subscriber Conditions) until the proper compliance with the obligations under Section 8.1 second sentence; and/or
 - c) to make the continuation of the File Service Licence Agreement subject to the payment of reasonable monthly on-account payments.
- 8.3 In the event that Deutsche Börse AG ascertains a breach of a material contractual obligation (*wesentliche Vertragspflicht*) under this File Service Licence Agreement, and if the failure to fulfil the material contractual obligation (*wesentliche Vertragspflicht*) was intentional (*vorsätzlich*) or grossly negligent (*grob fahrlässig*), Deutsche Börse AG may demand a contractual penalty (*Vertragsstrafe*) of 25% of the net fee for each Information Product per full calendar month that would have been incurred had the contractual obligation (*wesentliche Vertragspflicht*) been properly fulfilled. A material contractual obligation (*wesentliche Vertragspflicht*) pursuant to this Section is a contractual obligation that is an essential prerequisite for the proper performance of the contract and on the fulfilment of which the other party would ordinarily rely and also be reasonably entitled to rely. Material contractual obligations (*wesentliche Vertragspflichten*) for the Contracting Party include, for example, the payment obligations under Section 6 in conjunction with an Order Form, the reporting obligations and the requirements for the grant of licences (Section 3 in conjunction with either the Vendor or the Subscriber Conditions (or both, as the case may be)). Deutsche Börse AG may demand the contractual penalty (*Vertragsstrafe*) in addition to fulfilment of the payment obligation. Deutsche Börse AG undertakes to claim the contractual penalty (*Vertragsstrafe*) within 30 calendar days of becoming aware of the breach of duty. The Parties reserve the right to demonstrate that no damage was suffered or that a lesser or greater amount of damage was suffered.
- 8.4 If the Contracting Party is required to enter into a legally binding agreement in accordance with the terms of the File Service Licence Agreement (i.e. with respect to an Indirect Contracting Party), the

Contracting Party shall include, to the benefit of Deutsche Börse AG, (i) an Audit right which meets at least the standards of this Section, and (ii) an information right for the sole purpose of obtaining details relating to the usage of the Information Products and whether the usage is compliant with the terms of the File Service Licence Agreement.

9 Confidentiality and Data Protection

- 9.1 Each Party shall treat as confidential and shall not disclose or transmit to any third party a) the information provided under this File Service Licence Agreement and b) the terms and conditions of this File Service Licence Agreement (together hereinafter referred to as “**Confidential Information**”). Such Confidential Information shall not include information that, at the time of its disclosure, a) is generally available to the public without this File Service Licence Agreement having been breached; b) can be proven, with written or electronic documentation, to have been independently developed by the receiving Party without use of the Confidential Information; c) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto, or already was in possession of the receiving Party at the time of the disclosure to the receiving Party, in which cases the burden of proof lies with the receiving Party; or d) was approved for disclosure by the other Party in advance.
- 9.2 Each Party shall be entitled to disclose Confidential Information on a need-to-know basis to its and its Affiliates’ employees, agents, independent contractors and advisors, provided that they are bound by provisions of confidentiality at least equivalent to the provisions of this Article 10 or professional secrecy obligations. A Party may disclose Confidential Information of the other Party to the extent required by an order of a court of competent jurisdiction or applicable governmental, quasi-governmental, or regulatory body; provided, however, that the Party, unless prohibited by law, regulation or court or regulatory order, a) promptly notifies the other Party upon its receipt of any paper that requests or demands disclosure of its Confidential Information; b) opposes any request for disclosure, and that failing, seeks to have access and use limited by a protective order; and c) provides the other Party a reasonable opportunity to (i) contest and assist in opposing any requirement of disclosure of its Confidential Information, (ii) seek judicial protection against the disclosure, and (iii) have such required disclosure be made under a protective order. Deutsche Börse AG may share information with Third Party Rights Holders as required by the respective licensing contract provided that such Third Party Rights Holders are bound by provisions of confidentiality at least equivalent to the provisions of this Section.
- 9.3 Under this File Service Agreement, 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 comply with the requirements of the applicable data protection laws and regulations. Further information on processing of the personal data and the rights of affected individuals can be found in the privacy notice <https://a7-dataplatform.deutsche-boerse.com/privacy-notice>.

10 Representations and Warranties

- 10.1 Each Contractual Party represents and warrants to the other that it has the authority to enter into this File Service Licence Agreement according to its terms, and that its execution and delivery of this File Service Licence Agreement and its performance hereunder will not violate any agreement applicable to it or violate any applicable law or regulation.

10.2 Deutsche Börse AG warrants that it is the legal owner of, or holder of a licence to, the Information deriving from GDB trading venues, and that it has, at the date of the conclusion of this File Service Licence Agreement by Deutsche Börse AG, no knowledge of any third parties' claims that the permitted use of them would infringe on any third party trademark rights, copyrights, database rights, patent rights or trade secrets.

10.3 Subject to the above, any warranties and representations of Deutsche Börse AG are explicitly excluded. In particular, Contracting Party expressly acknowledges and accepts that

- a) Deutsche Börse AG does not make any warranties or representations, express or implied, with respect to the timeliness, sequence, accuracy, completeness, currentness, merchantability, quality or fitness for any particular purpose of the Information offered in the internet shop. In particular, Contracting Party acknowledges and accepts that the inclusion of a company in an index does not in any way reflect an opinion of Deutsche Börse AG or any third party proprietor on the merits of that company and that Deutsche Börse AG and the third party proprietors are not providing investment, tax or other professional advice through the publication of an index.
- b) Despite having reasonable measures in place to prevent the spread of malicious software, the internet shop, Website or other locations from where the Information will be downloaded may contain malicious software (e.g., computer program files containing code capable of a) damaging or destroying software, hardware or data, b) shutting down, prohibiting access or impairing normal operation, or c) assisting in or enabling theft or alteration of data), and any of the events described above may negatively affect Contracting Party's use of the Information, the results obtained therefrom, or the software environment and data used by Contracting Party.
- c) The Information may contain third party data. The third party proprietors do not accept any liability to any person for any loss or damage arising out of any error or omission in the third party data provided hereunder. Contracting Party agrees and acknowledges that any limitation of liability and of warranty under this File Service Licence Agreement applies to all third party Information contained in the Information.

11 Liability

11.1 Under this File Service Licence Agreement, Deutsche Börse AG's liability shall be unlimited in the following cases:

- a) for loss or damage occasioned by loss of life, bodily injury or injury to health that is at least negligently caused by Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*);
- b) for any other loss or damage caused by intentional or grossly negligent acts or omissions of Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*); and
- c) for loss or damage resulting from the breach of a warranty or a statutory requirement under the German Product Liability Act (*Produkthaftungsgesetz*).

11.2 In all other cases (other than those listed in Section 13.1), Deutsche Börse AG shall only be liable for loss or damage resulting from the breach of a material contractual obligation (*wesentliche Vertragspflicht*) by Deutsche Börse AG, its legal representatives or vicarious agents (*Erfüllungsgehilfen*). A material contractual obligation (*wesentliche Vertragspflicht*) is a contractual obligation that is an essential prerequisite for the proper performance of the contract and on the fulfilment of which the Contracting Party would ordinarily rely and also be reasonably entitled to rely. If a material contractual obligation (*wesentliche Vertragspflicht*) is breached as a result of ordinary negligence, Deutsche Börse AG's liability shall be limited to compensating for foreseeable loss or

damage typically arising at the time the service was provided under the File Service Licence Agreement.

- 11.3 Damages claims of the Contracting Party shall become time-barred after two years as far as the File Service Licence 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 wilful 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.

12 Force Majeure

Deutsche Börse AG and the Contracting Party shall not be liable for any damage resulting from force majeure (e.g. riots, war or natural disasters) or other events beyond their control (e.g. strikes, lock-outs, traffic disruption, dispositions of domestic or foreign powers) as well as non-culpably caused technical problems, such as problems in connection with the computer system. Computer viruses and intentional attacks of "hackers" on the computer systems are considered as force majeure, provided that reasonable security measures have been taken.

13 Indemnity

- 13.1 Deutsche Börse AG (the "**Indemnifying Party**") shall indemnify, defend and hold Contracting Party, its officers, directors, members, employees, representatives and agents (each, an "**Indemnified Party**") harmless against any claims, losses, damages (other than indirect, consequential, punitive or similar damages, or for loss of profit or revenue), liabilities, costs and expenses, including, without limitation, reasonable attorney and expert fees and costs arising in any manner out of any breach of Deutsche Börse AG's warranty under Section 10.2, provided however that the Information Products are being used in full compliance with this Agreement (incl. the Order Forms). Without limiting the foregoing, if the Information Products becomes, or in Deutsche Börse AG's reasonable opinion is likely to become, the subject of a claim or action of infringement of any third party trademark rights, copyrights, database rights, patent rights or trade secrets, then Deutsche Börse AG shall have the right, in its sole discretion, to either: a) procure for Contracting Party the right to continue using such Information Products as contemplated hereunder, b) modify such Information Products so that it is non-infringing; c) replace such Data with equally suitable, functionally equivalent non-infringing data, rights or service; or d) immediately terminate the use of the affected Information Products.
- 13.2 Contracting Party (also, the "**Indemnifying Party**") agrees to indemnify, defend and hold Deutsche Börse AG, its Affiliates and their respective officers, directors, members, employees, representatives and agents (each, an "**Indemnified Party**") harmless from and against any claims, losses, damages (other than indirect, consequential, punitive or similar damages, or for loss of profit or revenue), liabilities, costs and expenses, including, without limitation, reasonable attorney and expert fees and costs arising out of claims of any third party in connection with Contracting Party's use of, or inability to use, or reliance on the Information Products.
- 13.3 The Indemnified Party shall promptly notify the Indemnifying Party of any actual or threatened claim or action to which an indemnity in this Section applies (however, the right to indemnification under this Section shall not be affected by a failure of an Indemnified Party to give any notice, except to the extent that the Indemnifying Party is thereby materially prejudiced). The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defence

of any such claim or action. To the extent possible under the relevant code of procedure, the Indemnifying Party shall, upon its request and at its own expense, have the right to either participate in the defence of any such claim or action or to assume sole control over the defence thereof. Where both Parties are involved in the claim or action, neither Party shall settle or compromise any such claim or action without the other Party's prior consent, such consent not to be unreasonably withheld. Where only the Indemnified Party is directly involved in the claim or action, it a) shall not make any admission in relation to such claim or action without first obtaining the Indemnifying Party's permission, such consent not to be unreasonably withheld; and b) shall take all reasonable steps to mitigate any losses.

14 Transfer of Rights and Obligations under the File Service Licence Agreement

- 14.1 Deutsche Börse AG shall be entitled to transfer this File Service Licence Agreement with all rights and obligations deriving from it to an Affiliate. Upon transfer of this File Service Licence Agreement, only that Affiliate shall be entitled and obliged under this File Service Licence Agreement; Deutsche Börse AG shall be released from all obligations under this File Service Licence Agreement. Deutsche Börse shall announce the transfer at least 90 days prior to the intended effective date of the transfer. Contracting Party shall be entitled to terminate the File Service Licence Agreement with effect as of the transfer effective date with prior notice to be submitted at least four weeks prior to the transfer effective date.
- 14.2 The Contracting Party can assign any rights under this File Service Licence Agreement only upon prior approval of Deutsche Börse AG whereas such approval shall not be unreasonably withheld.

15 Effective Date, Term and Termination

- 15.1 The File Service Licence Agreement shall commence as of the Effective Date and shall be in force for an unlimited period of time. The Parties may terminate the File Service Licence Agreement with a notice period of ninety (90) calendar days prior to the end of a calendar month, unless an Order Form is still active. If individual Information Products are subject to a minimum term as indicated in the Order Form a termination according to this Section 15.1 is only possible after expiration of the minimum term of the Information Product.
- 15.2 Each Order Form shall become effective on the effective date stated on its front page and can be terminated with ninety (90) calendar days prior written notice to the end of a calendar month, unless otherwise provided for in the Order Form (e.g. by selecting an Information Product with a minimum term). By providing an updated Order Form (referring to an existing Order Form), the Contracting Party may terminate existing licences for individual Information Products with ninety (90) calendar days' notice, with effect as per the end of a calendar month. In case that after a partial termination in accordance with the second sentence there remains no Information the partial termination shall be deemed as a termination of the entire File Service Licence Agreement.
- 15.3 The provision under 15.1 shall not affect the right of the parties to terminate the File Service Licence Agreement with immediate effect and without prior notice for significant cause. A cause shall in particular deem to exist for both parties if the other party does not stop the violation of material provisions of this File Service Licence Agreement within a deadline of at least thirty (30) calendar days set in the warning. In the event of extraordinarily serious violations of contractual obligations, no prior written warning shall be necessary.

15.4 In the event of termination pursuant to Section 15.3 above, the parties to this File Service Licence Agreement shall not be entitled to any damages or the reimbursement of costs or expenditures as a consequence thereof.

16 General Provisions

16.1 Unless provided otherwise, the following order of priority shall apply (in the order listed below) in the event of conflicts between the provisions of individual sections of the File Service Licence Agreement:

- the Order Form;
- the Price List;
- Supplemental Vendor Conditions,
- Supplemental Subscriber Conditions,
- the General Terms and Conditions to the File Service Licence Agreement of Deutsche Börse AG.

16.2 The place of performance and fulfilment (*Leistungs- und Erfüllungsort*) shall be the seat of Deutsche Börse AG.

16.3 This File Service Licence Agreement shall be subject to the laws of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods shall be excluded. Exclusive place of jurisdiction for disputes deriving from or in connection with this File Service Licence Agreement shall be Frankfurt/Main.

16.4 Unless a stricter form is prescribed by law, amendments and supplements to this File Service Licence Agreement and any waiver of a right under this agreement shall be at least in electronic form (ordinary electronic signature is sufficient). Furthermore, the above form requirement itself can also be revoked expressly and in electronic form (ordinary electronic signature is sufficient). Whenever this File Service Licence Agreement requires written form for declarations, such declarations may also be transmitted electronically in accordance with this Section.

16.5 If individual provisions are invalid or unenforceable, or if this File Service Licence Agreement contains an omission, this shall not affect the validity of the File Service Licence Agreement as a whole. If this File Service Licence Agreement contains an invalid or unenforceable provision or an omission, the invalid provision shall be replaced with an appropriate provision which corresponds as closely as possible to the economic content of the invalid provision; in the case of an omission, the omission shall be rectified with a provision which most closely corresponds to that which the contractual parties would have wished had they considered the point in question.

II Supplemental Provisions regarding PSX Index and Market Statistics

17.1 The following Supplemental Provisions set out in 17.2 and 17.3 shall apply to the usage of PSX Index and Market Statistics and shall apply in addition to the General Provisions in Sections 1 to 16 but shall prevail over the latter provisions in cases of contradictions

17.2 In deviation to Section 5.1 and from the Effective Date until 01 January 2023, the Contracting Party may receive the data via the Pakistan Stock Exchange (“**PSX**”) and the data dissemination to the Contracting Party is subject to the terms and conditions applied by PSX.

17.3 From 01 January 2023, Section 5.1 shall apply.