

# Standard Form End-User Agreement

Chicago Mercantile Exchange Inc. ("CME Inc.") and CME Group International Market Data Limited ("CMEGIMD") (CME Inc. and CMEGIMD collectively, "CME"), in consideration of the terms and conditions herein set forth hereby grants to Customer, and Customer accepts, a personal, nontransferable and nonexclusive license to use the Market Profile® or Market Profile™ (as applicable) Graphic format (It shall be referred to herein as the "Licensed Product"). Market Profile® or Market Profile™ is a graphic reflecting price/time relationships. The Licensed Product is supplied by means of an electronic transmission by

## NAME OF VENDOR

('Vendor'), subject to the following terms and conditions:

1. LICENSE. The Licensed Product is supplied by CME and is intended solely for Customer's internal business purposes. No right, title or interest in or to the Licensed Product is conveyed to the Customer by this Agreement, and Customer acknowledges that CME holds a copyright and other proprietary rights and interests to and in the Licensed Product and that the Licensed Product is and shall at all times remain the sole and exclusive property of CME Inc. The license granted hereunder shall not be assigned, sublicensed or otherwise transferred by Customer. Customer shall not alter or modify the Licensed Product, including creating a derivative work from the Licensed Product.
2. LICENSE FEES. The license fee for the license of Market Profile® is \$ 7 per month per terminal. The license fees are due and payable to

## NAME AND ADDRESS OF VENDOR

on the first day of every calendar month until the Customer terminates its service with Vendor, provided, however, that such license fee may be included in the service fee payable by the Customer to Vendor pursuant to a "Service Agreement" separately executed between Vendor and Customer. Vendor shall be entitled to change the fees enumerated in this Paragraph upon thirty (30) days written notice to the Customer. In the event Customer fails to remit any license fees within thirty days of the date due and payable, CME or Vendor may immediately terminate this Agreement. The license fees specified in this Agreement are exclusive of any tariffs, duties or taxes, however designated, levied or based upon this Agreement. The Customer agrees to pay and be responsible for all such taxes and levies (exclusive, however, of taxes based upon CME's net income). Either the Vendor or CME may terminate this license upon thirty (30) days prior written notice to Customer. CME reserves the right to adjust the licenses fees with a 90 notice to Vendor.

3. RESTRICTIONS ON COPYING AND TERMINATION. The Customer acknowledges that CME or its designated agent shall be entitled to disable the Software so that it no longer offers the Licensed Format. Customer agrees that neither CME nor its designated agent shall be liable to Customer for any damages

whatsoever caused by disabling the Licensed Format.

Customer shall not remove or alter any copyright notice on the Licensed Format and shall include same on any copies of the Licensed Format made by it. The provisions of this Section 3 shall survive termination of this Agreement for any reason.

4. **DISCLAIMER AND INDEMNIFICATION.** CME MAKES NO REPRESENTATIONS CONCERNING THE LIKELIHOOD OF PROFITABLE TRADING USING THE LICENSED PRODUCT. CME EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE LICENSED PRODUCT AND RELATED MATERIALS, OR THEIR QUALITY OF PERFORMANCE, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE. THE LICENSED PRODUCT IS LICENSED AND TRANSMITTED "AS IS" AND "WITH ALL FAULTS". IN NO EVENT WILL CME BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE LICENSED PRODUCT EVEN IF CME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SALES PERSONNEL, EMPLOYEES VENDORS AND DEALERS OF CME ARE NOT AUTHORIZED TO MAKE WARRANTIES BINDING ON CME ABOUT THE LICENSED PRODUCTS. ACCORDINGLY, ADDITIONAL ORAL OR WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, AND SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS LICENSE AGREEMENT. ALTHOUGH EVERY EFFORT WILL BE MADE TO ENSURE ACCURACY, NEITHER CME NOR ANY OTHER PARTY FURNISHING INFORMATION OR TRANSMISSION SERVICE TO ANY CUSTOMER OR TO ANY OTHER PARTY INVOLVED IN INFORMATION DISTRIBUTION PERTINENT TO THIS AGREEMENT, SHALL HAVE ANY OBLIGATIONS OR LIABILITY TO OR THROUGH THE CUSTOMER WITH RESPECT TO FURNISHING SUCH SERVICE, NOR FOR ANY INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION INCLUDED IN THE SERVICE OR IN THE TRANSMISSION OF SUCH INFORMATION, NOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (OF WHATEVER NATURE) ARISING FROM THE ABOVE; NEITHER SHALL CME, OR ANY OTHER PARTY INVOLVED IN INFORMATION DISTRIBUTION PERTINENT TO THIS AGREEMENT BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE LICENSED PRODUCT. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD CME, OR ANY OTHER PARTY INVOLVED IN INFORMATION DISTRIBUTION PERTINENT TO THIS AGREEMENT, FREE FROM ANY ACTIONS, CLAIMS, PROCEEDINGS, OR LIABILITIES WITH RESPECT TO THIS DISCLAIMER. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE, CME ITS DIRECTORS, OFFICERS OR EMPLOYEES SHALL NOT BE LIABLE IN ANY EVENT BEYOND THE SUM EQUAL TO ONE YEAR'S FEES PAID BY CUSTOMER TO CME. SUCH DISCLAIMER AND INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
5. **CUSTOMER SUPPORT.** CME shall not be responsible to the Customer for any technical support, maintenance or updates of the Licensed Product. The Customer must obtain such technical support directly from Vendor pursuant to a separate maintenance agreement.
6. **GENERAL.** The failure of any party to insist, in any one or more instances, upon the performance of any

term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term. If any of the provisions or portions thereof of this Agreement are found to be invalid by any court of competent jurisdiction, same shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by the laws of the state of Illinois and Customer expressly submits to jurisdiction therein.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, CUSTOMER AGREES THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER; ALL PROPOSALS, REPRESENTATIONS, STATEMENTS, NEGOTIATIONS AND PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE MATTER OF THIS AGREEMENT ARE SUPERSEDED HEREBY.

Print Name and Address: Customer's Signature

CME MDLA 11112013