



Cboe Data Services, LLC
CUSTOMER AGREEMENT – INDEX DATA
(For Television Display Only)

This Customer Agreement – Index Data (this “Agreement”) is made this __ day of _____, 20__ between Cboe Data Services, LLC, LLC, a Delaware limited liability company with its principal place of business at 400 South LaSalle Street, Chicago, Illinois 60605 (“CDS”) and _____ (“Customer”), a _____, having its principal place of business at _____.

The purpose of this Agreement is to establish the terms and conditions pursuant to which Customer and its “Subsidiaries” may display “Data” via a passive scrolling or ticker display on cable, satellite or broadcast television to third persons. This Agreement does not permit Customer to use Data itself or to permit any of its Subsidiaries to use Data, or to display or disseminate Data in any manner other than as described in this Agreement; a separate agreement with CDS must be completed for such purposes. (The terms “Subsidiary” and “Data” are used in this paragraph with the meanings given to them in this Agreement.)

In consideration of the foregoing and the respective undertakings of the parties in this Agreement, the parties hereby agree as follows:

1. Definitions.

As used in this Agreement, each of the following terms shall have the meaning set forth for it:

(a) The term “CBOE Data” means Data that is provided to CDS by, and is proprietary to, Chicago Board Options Exchange, Incorporated.

(b) The term “current” has the meaning specified in Exhibit A attached hereto.

(c) The term “Customer’s Service” means the market data redistribution service or services used by Customer and its Subsidiaries to redistribute the Data in accordance with this Agreement.

(d) The term “Data” means market information as identified on Exhibit A attached hereto.

(e) The term “delayed,” as used in respect of Data, means Data that is no longer current.

(f) The term “End-of-Day” has the meaning with respect to the Data specified in Exhibit A attached hereto.

(g) The term “Fee Schedule” means CDS’s Fee Schedule attached hereto as Schedule B, as such Fee Schedule may be revised from time to time in accordance with the provisions of this Agreement.

(h) The term “historical” has the meaning specified in Exhibit A attached hereto.

(i) The term “Market Data Policies” has the meaning set forth in paragraph **2(d)**.

(j) The term “Person” means a firm, corporation, limited liability company, partnership, trust or other form of entity or association, as well as an individual natural person.

(k) The term “Subsidiary” means an entity that, directly or indirectly, is majority-owned by another Person.

2. Grant of Rights to Customer.

(a) Subject to the terms of this Agreement, CDS hereby grants to Customer a limited, non-exclusive, worldwide, and non-transferable (except as provided in Section **14**) license permitting Customer and its Subsidiaries, during the term of this Agreement, to receive and store Data and to display current and/or delayed values included from time to time in the Data via a passive scrolling or ticker display on cable, satellite or broadcast television to third persons. Customer accepts the terms and conditions of this Agreement on behalf of its Subsidiaries, accepts full responsibility for performance by its Subsidiaries of the obligations of Customer under this Agreement, and shall cause its Subsidiaries to comply with the terms and conditions of this Agreement applicable to Customer.

(b) Customer may receive the Data directly from CDS (sometimes referred to as “direct connect”) or from another Person that has entered into a Vendor Agreement with CDS (sometimes referred to as “indirect connect”). If Customer desires to access Data directly from CDS, Customer must arrange with CDS for the telecommunications link.

(c) Customer shall cause its display of current Data via Customer’s Service conspicuously to display or announce

the following message (or another message to the same effect that is reasonably acceptable to CDS):

Each provider of market information displayed (1) reserves all rights to its market information, (2) does not guarantee the accuracy of its market information and (3) shall not be liable for any loss due either to its negligence or to any cause beyond its reasonable control. Any redistribution of the market information is strictly prohibited.

Customer shall assure that the display or announcement of the message is clearly legible or audible and is affected in a manner that makes the recipients of Customer's Service reasonably likely to receive it. Among other things, this means that Customer shall display or announce the message no less frequently than three times a day or at such more frequent intervals as the parties may from time to time reasonably agree. Those transmissions shall include one at the beginning of the trading day, one during the middle of the trading day and one at the end of the trading day.

(d) The use and redistribution of Data by Customer and its Subsidiaries shall comply with such policies with respect to the Data ("Market Data Policies") as CDS may adopt and make publicly available from time to time, provided that such policies are not inconsistent with the provisions of this Agreement. CDS shall not implement an amendment in its Market Data Policies until at least ninety (90) days after CDS has made the amended Policy publicly available and has notified Customer of the change. To the extent that Customer is required to make technical changes to Customer's Service or changes to its administration and billing systems that will require longer than (ninety) 90 days or it is not commercially reasonable for Customer to implement the changes within such ninety (90) days, CDS shall grant Customer an extension as reasonably shown to be necessary by Customer.

(e) Customer acknowledges that, in order to be authorized pursuant to this Agreement to use and redistribute Data of one or more providers of Data to CDS, it may be required to: agree to additional terms with or for the benefit of such provider or providers of Data; make reports with respect to the use of Data by Customer directly to such provider or providers in respect of the Data provided by such provider or providers; and to make payments directly to one or more such providers in respect of Data provided by such provider. CDS will provide notice to Customer of any such requirements and will provide reasonable assistance to Customer in making any such arrangements, but the responsibility for complying with any such terms and making any such reports and payments shall remain with Customer.

(f) Customer may not, and may not permit its Subsidiaries to, process Data, with or without other input data, for the purpose of creating or calculating new original

works of any kind or character. Without limiting the generality of the foregoing, Customer shall not use, or permit any third party to use, any Data (i) as input data in the creation or calculation of any index or similar work or (ii) to create any financial instrument or investment product that is based on, or seeks to match the performance of, values included in the Data, and Customer shall immediately contact CDS in the event it discovers any such prohibited activities. Customer shall provide such reasonable assistance as may be requested in efforts to cause any Person to cease all activities prohibited by this paragraph 2(f). Each provider of Data to CDS shall be a third-party beneficiary of this provision with respect to its Data, with the right to enforce the terms of this provision directly against Customer.

3. Fees.

Customer shall pay fees to CDS in accordance with the Fee Schedule. Except as may otherwise be stated in the Fee Schedule, fees shall be due and payable on an annual basis. Payment is due within forty-five (45) days of Customer's receipt of invoice. If any amount due from Customer to CDS has not been paid by the 45th day after such amount is due, CDS may impose a late payment charge for each day from and after the due date that the amount remains unpaid. The late payment charge shall be at an annual rate that does not exceed the lesser of (i) the commercial prime rate of interest as last published in The Wall Street Journal prior to the date such charge is computed plus three percent, or (ii) the maximum rate of interest permitted by applicable law.

4. Protection of Data.

Customer agrees to use commercially reasonable efforts to prevent any Person from obtaining Data through the equipment or facilities of Customer and its Subsidiaries, except as authorized hereunder or under another agreement between Customer and CDS.

5. Warranty; Disclaimers.

(a) CDS represents and warrants that CDS has all rights, authorizations or licenses from the providers of the Data to CDS necessary to provide the Data to Customer. CDS also represents and warrants that the Data that it makes available to Customer will be equivalent to the Data that it makes available to other customers of the Data for television display.

(b) EXCEPT AS SET FORTH IN PARAGRAPH 5(a), THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER CDS NOR ANY PROVIDER OF DATA TO CDS, NOR ANY OF THEIR RESPECTIVE AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS,

EMPLOYEES, CONTRACTORS, AND AGENTS SHALL HAVE ANY LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES FOR LOST PROFITS OR LOST OPPORTUNITIES AND WHETHER BASED UPON CONTRACT, TORT, WARRANTY, OR OTHERWISE) FOR ANY INACCURACIES, OMISSIONS, HUMAN OR MACHINE ERRORS, OR OTHER IRREGULARITIES IN THE DATA OR FOR ANY CESSATION, DISCONTINUANCE, FAILURE, DELAY, MALFUNCTION, SUSPENSION, INTERRUPTION, OR TERMINATION OF, OR WITH RESPECT TO, THE PROVISION OF THE DATA.

6. Proprietary Rights.

(a) Each element of Data is and shall remain the property of CDS or the provider of such Data to CDS, and neither CDS nor any such provider shall be deemed to have waived any of its proprietary interests in any Data as a result of the furnishing of the same to Customer by CDS or the permission granted to Customer to furnish the same to any other Person. Customer shall make no use or display of any Data except in compliance with the terms of this Agreement. CDS expressly reserves the right to disseminate the Data to other Persons, including other Persons pursuant to Vendor Agreements as well as end users of the Data.

(b) Customer acknowledges and agrees that disclosure of any Data in breach of this Agreement, or any breach of any other covenants or agreements contained herein, would cause irreparable injury to CDS for which money damages would be an inadequate remedy. Accordingly, Customer further acknowledges and agrees that CDS shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

(c) This Agreement shall not constitute an assignment by either party hereto of any trademark, copyright or other intellectual property right.

7. Customer Records and Reporting.

(a) Customer's only reporting requirements with respect to such display are the requirements set forth in the Fee Schedule, if any.

(b) Customer shall make its records with respect to its and its Subsidiarys' display of Data available for inspection by a duly authorized representative of CDS (other than a competitor of Customer) upon not less than thirty (30) days' notice during ordinary business hours, provided that such inspection shall not be conducted more frequently than once

per year and that CDS's authorized representative shall agree to maintain the confidentiality of any confidential information of Customer and its Subsidiaries in such records.

8. Alteration or Cessation of Transmission of Data.

Nothing herein shall be deemed to prevent, or restrict in any manner whatsoever, the exercise by CDS of its rights, without any notice and without any liability to Customer or to any other Person, to furnish, or to contract with any other Person to furnish, any element of Data to any Person by any means whatsoever. CDS may: (a) make such changes in the specifications governing the format of Data or other characteristics of the Data as CDS may from time to time determine (whether or not such changes would require changes to be made by Customer or its Subsidiaries in their equipment), or (b) discontinue furnishing elements of Data to Customer; provided, however, in either case, that CDS agrees to give Customer at least ninety days prior notice (unless Customer agrees to a shorter period of notice) of any such action that would require Customer or its Subsidiaries to make changes to their equipment. If Customer does not accept any such change, Customer may (without limiting Customer's other rights to terminate this Agreement) terminate this Agreement effective as of the close of business on the day before the change is to become effective by giving CDS at least thirty days notice of its decision to do so.

9. No Endorsement by CDS.

Customer shall not represent and shall not cause or permit any other Person to represent, either directly or indirectly, that all or any part of Customer's Service is sponsored, endorsed or approved by CDS.

10. Indemnity.

(a) Customer hereby agrees to indemnify, hold harmless and defend CDS from and against any and all suits, proceedings at law or in equity, and any and all liability, loss, damages and expenses (other than fees and expenses of attorneys separately retained by CDS), arising out of: (1) access to or use of Data by Customer and its Subsidiaries, unless the claim alleges that CBOE Data infringes the intellectual property rights of a third party or arises from gross negligence or willful misconduct on the part of CDS; (2) a breach of any of the representations, warranties, agreements or covenants under this Agreement by Customer and its Subsidiaries; or (3) a claim by any third party that the use of Customer's Service (except the Data) infringes any patent or violates any other property right; provided, however, that Customer shall be notified promptly in writing of any such suit or proceeding. CDS shall provide Customer with all reasonable assistance in the defense of any such suit or proceeding. Customer shall have the sole control of the defense of any such suit or proceeding and all negotiations for the settlement or compromise thereof; provided, that,

except with the written consent of CDS, Customer shall not consent to entry of any judgment or enter into any settlement which either (A) does not include, as an unconditional term, the grant by the claimant to CDS of a release of all liabilities in respect of all claims made in the suit or proceeding or (B) otherwise adversely affects the rights of CDS. CDS shall use all reasonable efforts to mitigate its loss, damage, costs and expense. Any costs recovered in a settlement will be for the account of Customer.

(b) CDS hereby agrees to indemnify, hold harmless and defend Customer and its Subsidiaries from and against any and all suits, proceedings at law or in equity, and any and all liability, loss, damages and expenses (other than fees and expenses of attorneys separately retained by Customer and its Subsidiaries), arising out of any claim or proceeding against Customer or its Subsidiaries arising from an infringement or alleged infringement of any intellectual property rights by reason of the use or exploitation of CBOE Data in accordance with the terms of this Agreement; provided, however, that CDS shall be notified promptly in writing of any such suit or proceeding. Customer shall provide CDS with all reasonable assistance in the defense of any such suit or proceeding. CDS shall have the sole control of the defense of any such suit or proceeding and all negotiations for the settlement or compromise thereof; provided, that, except with the written consent of Customer, CDS shall not consent to entry of any judgment or enter into any settlement which either (A) does not include, as an unconditional term, the grant by the claimant to Customer and its Subsidiaries of a release of all liabilities in respect of all claims made in the suit or proceeding or (B) otherwise adversely affects the rights of Customer and its Subsidiaries. Customer shall use and shall cause its Subsidiaries to use all reasonable efforts to mitigate their loss, damage, costs and expense. Any costs recovered in a settlement will be for the account of CDS.

11. Effectiveness of Agreement; Integration.

(a) This Agreement shall become effective as of the date set forth on the first page hereof, and shall thereupon supersede and cancel any and all previous agreements between Customer and CDS regarding the furnishing of Data to Customer for passive scrolling or ticker display on cable, satellite or broadcast television to third persons, and be and constitute the entire agreement between the parties relating to such subject matter.

(b) Following its effectiveness, this Agreement shall continue in effect until terminated as herein provided.

12. Modification and Termination of Agreement.

(a) CDS may modify the Fee Schedule upon not less than ninety days notice to Customer. CDS shall cause any such modification to become effective as of the first day of a

calendar quarter. If Customer does not accept a modification of the Fee Schedule, Customer may (without limiting Customer's other rights to terminate this Agreement) terminate this Agreement effective as of the close of business on the day before the modified Fee Schedule is to become effective by giving CDS notice of its decision to do so within fifteen days of its receipt of the notice of modification of the Fee Schedule.

(b) Except as provided in paragraph 12(a), no modification of this Agreement shall be valid unless set forth in writing and executed by the parties hereto.

(c) Either the Customer or CDS may terminate this Agreement: (1) without cause on not less than sixty days prior notice to the other; or (2) following the failure of the other to cure any breach of this Agreement within twenty days following its receipt of notice of the breach, on not less than ten days prior notice to the other.

(d) The provisions of this Section and of Sections **4, 5, 6, 7, 10, 13, and 16** hereof shall survive any termination of this Agreement.

13. Arbitration.

Any dispute or controversy between the parties hereto relating to the breach or alleged breach of this Agreement shall be promptly submitted to arbitration in Chicago, Illinois in accordance with the rules of the American Arbitration Association then in effect and judgment upon any award rendered may be entered in any court having jurisdiction. Solely for the purposes hereof, each party hereto hereby submits to the exclusive jurisdiction of the Federal and State courts of the State of Illinois located in Chicago, Illinois.

14. Assignment of Agreement.

Customer shall not assign this Agreement in whole or in part without the prior written consent of CDS; provided, that Customer may assign this Agreement in its entirety to a successor Person upon merger or consolidation of Customer, or to a Person acquiring all or substantially all of the property, assets and business of Customer. Customer shall provide notice to CDS if it intends to assign this Agreement (or if it has assigned this Agreement without having provided prior notice to CDS thereof). CDS may assign this Agreement either to an affiliate of CDS or to a third party that is a successor to CDS's business of disseminating the Data. CDS shall provide notice to Customer if it intends to assign this Agreement (or if it has assigned this Agreement without having provided prior notice to Customer thereof). Subject to the foregoing, this Agreement shall bind and inure to the benefit of the assignees and successors of the parties hereto.

15. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given if sent by prepaid registered or certified mail, return receipt requested (if available), overnight delivery with a reputable overnight courier, or sent by facsimile or email, addressed to the Person indicated below or to such other Person or address for which a party gives notice hereunder. Notices will be deemed given three (3) business days after deposit in the U.S. mail, one (1) business day after deposit with an overnight courier, or when confirmation of receipt is obtained if sent by facsimile or email, as applicable.

If to CDS:

Cboe Global Markets
400 South LaSalle Street
Chicago, Illinois 60605
Attention: Ginny Kowalczyk or Catherine Clay
Phone: (312) 786-7764 or (312) 786-7599
E-mail: indexdata@cboe.com

And in the case of Customer, to:

Please print

Firm _____
Address _____

Attention: _____

Phone: _____

E-mail: _____

With a copy to:

Please print

Firm _____
Address _____

Attention: _____

Phone: _____

E-mail: _____

For the avoidance of doubt, the provisions of this Section are not intended to apply to operational notices relating to contract administration, technical aspects of transmission, receipt or display of Data and similar matters.

16. Miscellaneous.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois without giving effect to its conflict of laws principles. Except as stated in Paragraph 2(f) or Section 10, nothing in this Agreement, express or implied, is intended to or shall confer on any Person other than the parties hereto and their respective permitted successors and assigns any rights or remedies under or by reason of this Agreement. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. A party's failure to insist upon or enforce performance pursuant to any provision of this Agreement shall not be construed as a waiver of its right thereafter to require performance pursuant to that provision or any other provision of this Agreement. The remedies available to a party under this Agreement shall be cumulative. Section headings used in this Agreement are for convenience in reference only and shall not affect the meaning or construction hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or duly authorized agents on the day and year first above written.

Firm _____

By: _____

Name: _____ *Please print*

Title: _____ *Please print*

Cboe Data Services, LLC

By: _____

Name: _____

Title: _____



Exhibit A

Definition of the Term "Data"

The "Data" will consist of the following:

A real-time data feed during NYSE trading hours of certain index values and any changes thereto generally made available by CDS. See the separate CDS description for a listing of the Indices that are included in the Data. The Data is "current" at any point in time if the Data was first disseminated by CDS within the immediately preceding 15 minutes.

The term "End-of-Day," as used with respect to the Data, means daily values of the Indices included in the Data determined as of the daily market close, as determined by the provider to CDS of the values of such index. Data becomes "historical" at the opening of NYSE trading hours on the following trading day.

Exhibit B
Fee Schedule

- | | | |
|-----|-----------------------------------|---|
| (a) | Annual Administrative Fee: | \$1,900/year |
| (b) | *Current Data Display Fee: | \$1,800.00/broadcast feed/month (\$21,600.00/year) |

*The Annual Administrative Fee is payable by each Customer in advance on a calendar year basis and will be deemed to commence on the first day of the complete calendar month after execution of the Agreement by Customer and CDS. CDS will pro-rate the Annual Administrative Fee on a monthly basis for the year in which the Agreement is executed. The Annual Administrative Fee is payable even if (and would be the only fee that is payable if) Customer does not display any of the Data on a current basis.

**The Current Data Display Fee is payable by each Customer who displays current Data monthly in advance within forty-five (45) days of receipt of invoice. The same or substantially the same programming content constitutes a single "broadcast feed" regardless of whether it is distributed via multiple technologies (cable, satellite, on-air, etc.) or made available on multiple television channels.

For example, if a Customer displays current index Data on three broadcast feeds (as defined above) the Customer would pay an annual amount based on one (1) Annual Administrative Fee, plus three times (3x) the Current Data Display Fee.

All fees paid for the year in which the Agreement is terminated are non-refundable, unless CDS terminates the Agreement without cause or Customer terminates the Agreement for uncured breach by CDS, in which event CDS will refund a pro-rated amount of the Annual Administrative Fee for the months remaining in that year.

0120

CSMI DATA FEED ORDER FORM

Customer Name: Address: Contact Person: Contact Phone: Contact E-Mail: Customer Agreement Date:		Return to: Cboe Streaming Markets Index Administration Attn: Ginny Kowalczyk 400 S. LaSalle Street Chicago, Illinois 60605 indexdata@cboe.com (312) 786-7764
--	--	--

CUSTOMER SELECTED CHANNELS:

<u>Initial to Select:</u>	<u>* Channel:</u>	<u>Additional Requirements:</u>
	CSMI Main - Cboe and S&P Indices	n/a
	MSCI - Selected MSCI Indices	MSCI Rider (available to Enterprise Customers only)
	FTSE - Selected FTSE Russell Indices	n/a
	CCCY - Crypto Currencies	n/a
	INAV - Selected Fund Values	n/a

* Indices and other contents included in each channel are subject to change as provided in the Customer Agreement. Current channel contents are described on the Cboe Index website at <http://www.cboe.com/index/licensing-data/productsbyfeed>.

Customer hereby orders the above selected channel(s) to be provided pursuant to the terms and conditions of the Customer Agreement. If it has selected a channel with additional requirements (see above), Customer understands that its signature below evidences agreement to the specified documentation, as amended from time to time as set forth therein.

AGREED BY CUSTOMER:

Signed: _____
 Name: _____
 Title: _____
 Date: _____



CSMI TV CONTACT FORM

DATE: _____

COMPANY INFORMATION

COMPANY NAME	
ADDRESS	
BILLING ADDRESS	

CONTACTS

Please let us know whenever any of the contact people change.

MAIN	
NAME	
TITLE	
PHONE	
E-MAIL	

BILLING	
NAME	
TITLE	
PHONE	
E-MAIL	

TECHNICAL	
NAME	
TITLE	
PHONE	
E-MAIL	

DATA PROVIDER	
FIRM	
CONTACT NAME	
PHONE	
E-MAIL	

REAL-TIME DATA	
DELAYED DATA	

Please check all that apply

CSMI MAIN, FTSE Russell and CCCY TV Display

Please check all that apply

CSMI Main TV Display Fee	\$1,800 per station per month _____
FTSE Russell TV Display Fee	\$150 per station per month _____
CCCY TV Display Fee	\$75 per station per month _____