



ANCILLARY SERVICES ATTACHMENT

1. **ANCILLARY SERVICES.** FIS shall provide, and Client shall accept, the services described below in the Ancillary Services Attachment on the terms and conditions set forth below in the Ancillary Services Attachment (“**Ancillary Services**”).

1.1 **TERM.** The Term of the Ancillary Services shall commence on the Order Effective Date, shall continue for 1 year, and shall automatically renew for additional 1-year terms thereafter unless, either the Agreement terminates, or FIS provides written notice of termination of the Ancillary Services 60 days prior to and effective upon the expiration of the original term or any renewal term hereof.

1.2 **SUBSCRIPTION FEE.** Client will pay to FIS the monthly charges for the Ancillary Service(s) specified in the Pricing Attachment for any full or partial month. FIS may revise any such charges from time to time with 60 days’ notice, in which case Client shall have 30 days in which it may elect to terminate any Ancillary Service(s) directly affected by such changed charge. The monthly charges will be due in accordance with the FTCs. Should additions to the Ancillary Service be made under this Order, the additional charges will be listed as an amendment and subject to the same terms as the existing Ancillary Service. Payment for Ancillary Services shall begin on the Order Effective Date.

1.3 **SERVICE.** FIS WILL PROVIDE THE ANCILLARY SERVICE(S) SPECIFIED IN THE PRICING ATTACHMENT. THE ANCILLARY SERVICE(S) IS(ARE) PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS. NEITHER FIS NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ANCILLARY SERVICE(S), OR ANY PROGRAM PROVIDED THEREIN, OR AS TO THE ACCURACY OF ANY THIRD-PARTY DATA THUS SUPPLIED BY THE ANCILLARY SERVICE(S). Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of data supplied by the Ancillary Service(s). Client will indemnify and hold FIS harmless against any claim by any third party or its clients as a result of any fault in the provision of the Ancillary Service(s) to the Client or any inaccuracy in the information supplied to Client. The limitations set forth in section 14.1 of the FTCs do not apply to claims for which indemnification is provided by Client hereunder.

1.4 **THIRD-PARTY VENDORS.** Client acknowledges that the Third-Party Data is provided by Third-Party Providers, who compile and forward the Third-Party Data to FIS, which reformats such Third-Party Data and makes it available to Client. Although the Third-Party Data is obtained from sources considered by FIS to be reliable, the accuracy and completeness thereof are not guaranteed and neither FIS nor any Third-Party Providers shall have any liability for errors, delays, interruptions, omissions, or malfunctions with respect to the Third-Party Data or its delivery, regardless of the cause or source thereof, including negligence. Third-Party Providers may require separate data licenses directly with Client, and FIS shall not provide access to any such Third-Party Data until such Third-Party Provider notifies FIS that Client may access such Third-Party Data. To the extent of any conflict between the terms of any such Third-Party Provider license to which FIS is also a signatory and the terms hereof, the terms of the Third-Party Provider license shall govern. Client also acknowledges and agrees that FIS may be obligated to disclose the existence of this Order and information related thereto to certain Third-Party Providers. Client further acknowledges that Third-Party Providers may change from time to time the terms on which Third-Party Data are licensed to FIS and may require restrictions on Client’s use of the Third-Party Data. Client agrees to abide by all restrictions placed on the use of the Third-Party Data by FIS or by Third-Party Providers. If a Third-Party Provider ceases to provide a Third-Party Data to FIS or directs FIS to cease distribution of the applicable Third-Party Data, as the case may be, to Client, FIS shall not have any liability under this Order or such cessation and FIS shall have no further obligation to provide such Third-Party Data to Client.

1.5 **RESTRICTION ON DISSEMINATION.** Client may, only with the prior written consent of the Third-Party Provider of the relevant Third-Party Data and subject to the terms of this Order: (a) use limited amounts of the Third-Party Data and derivations therefrom to create proprietary products, applications, databases and other tools, as well as reports and presentations containing research and analysis based upon the Third-Party Data, both for internal use and distribution in the ordinary course of Client’s futures business, and to clients in hard copy, facsimile or electronic format; and (b) retain and store the Third-Party Data subsequent to the termination of this Order in any medium including, but not limited to, electronic storage, for use as permitted herein. Notwithstanding the foregoing, Client agrees that it shall not disseminate the Third-Party Data in any way or amount that could compete with, substitute for or be a source of the Third-Party Data or Ancillary Services. Client shall provide FIS with a copy of any consent received from a Third-Party Provider related to uses of Third-Party Data set forth in this Order, or with written notice setting forth in detail the permitted uses agreed with such Third-Party Provider. In addition, Client agrees that it will not, without FIS’s prior written consent, cause or permit such information to be redisseminated or transmitted to any other media for purposes other than back-up.

1.6 **USE OF SERVICE.** Client shall not provide direct or indirect electronic or other access to the Ancillary Services or the Third-Party Data provided hereunder to any other party, including without limitation Client’s affiliates, parents,



and subsidiaries, and Client agrees that the use of the Ancillary Services and the information is restricted to Client's internal use only and may not be accessed or made available over the Internet or other public network, except as may be otherwise set forth in this Order. Client shall remain responsible and liable for all use of the Ancillary Services and the Third-Party Data by its employees, agents or any other Person who obtains access to or possession of any of the Third-Party Data from or through the Client. Client shall not use, nor shall permit others to use the Ancillary Services or Third-Party Data for or in connection with any illegal purpose (including but not limited to intellectual property infringement). Client further agrees not to publish, rent, sell, lease, license, sublicense, retransmit, or otherwise transfer the information or any part thereof.

1.7 DEFINITIONS. For the purpose of the Ancillary Services Attachment, the following terms shall have the following meaning:

"Clearing Market Data" means, collectively, the Settlement Data, and the Contract Data.

"Clearing Market Data Services" means, collectively, the Clearing Market Data Software and the Clearing Market Data provided by FIS to Client hereunder.

"Clearing Market Data Software" means the FIS software required for Client to access the Clearing Market Data and to process the Files for integration into the Solution.

"Contract Data" means all or part of the data specifying financial derivatives contracts listed on the applicable Market (including but not limited to contract identifier/symbols, contract size, lot size, tick value, quote currency and contract expiry or maturity dates where applicable) and required for the calculation of mark-to-market, premiums and margin deposits.

"File" means a file containing Clearing Market Data, in compressed form where applicable. The Clearing Market Data may be provided in one or more File(s) per Market.

"Market" means each market listed in Exhibit 1 (Subscribed Markets and Monthly Subscription Fees) and for which Client has subscribed to the Clearing Market Data Services. For the purposes of this Ancillary Services Attachment, Markets are deemed Database Vendors.

"Settlement Data" means all or part of the data resulting from or relating to trading activity of financial derivatives contracts listed on the applicable Market (including but not limited to settlement prices and margin parameters where applicable) and required for the calculation of mark-to-market and initial margins. For the avoidance of doubt, trade execution prices are not provided as part of Settlement Data.

1.8 DATA:

1.8.1 SETTLEMENT DATA. FIS shall make Files containing Settlement Data for each subscribed Market available for retrieval and loading into the Solution on a daily basis, according to the availability dates and times of these Files, and on a Market-by-Market basis. FIS shall use commercially reasonable efforts to make Settlement Data available through the Clearing Market Data Services as soon as reasonably possible after such data has been made available to FIS by the relevant Market(s). FIS shall maintain the previous days' Settlement Data Files on a five-day rolling history basis. Notwithstanding the foregoing provisions of this sub-section, if the Solution is installed at a Client location or at a third-party location on behalf of the Client, Client shall be solely responsible for retrieving and loading the following File into the Solution, and such File shall not form part of the Clearing Market Data: CME SPAN2.

The settlement prices and margin risk arrays within the Settlement Data may be delivered in their original format, as obtained by FIS from the relevant Market, or in FIS' proprietary format. With respect to Files delivered in their original format, FIS may from time to time, if it determines that a File is not compatible with the Clearing Market Data Software or the Solution, make such ad-hoc changes to any File as may be required for compatibility with the Clearing Market Data Software or the Solution.

1.8.2 CONTRACT DATA.

(a) FIS shall maintain a proprietary Contract Data database, allowing the daily collection and analysis of Contract Data with regards to the contracts listed on each Market.

(b) FIS shall make Files containing Contract Data for each subscribed Market available each business day for retrieval and loading into the Solution.

(c) The following is included: all Contract Data stored for that Market in FIS' proprietary Contract Data database.

1.8.3 CLEARING MARKET DATA SOFTWARE: Client may carry out the connection to FIS' servers on which the Clearing Market Data Files are stored via the Clearing Market Data Software and/or the Solution only, utilizing a connectivity protocol determined by FIS from time to time.



Client's installation of Clearing Market Data Software is configured by FIS specifically for one workstation of Client and contains certain confidential and client-identifying information (including user access codes for the Clearing Market Data Services, with corresponding password and user profile).

The Clearing Market Data Software is delivered by FIS with a set of default connection parameters allowing Client to define timetables for the automatic downloading of Files containing the Clearing Market Data to which Client has subscribed. These parameters also allow connection and downloading on demand.

The use of the Clearing Market Data Services is strictly limited to the use by Client in conjunction with the Clearing Market Data Software for processing within the Solution in accordance with the Agreement, at the Designated Location.