

1. QUODD MARKET DATA THIRD PARTY TERMS.

1.1 Client acknowledges that all intellectual property rights in the QUODD Market Data (the “**Data**”) are the property of QUODD Financial Information Services (“**QUODD**”), its affiliates, third-party suppliers, or other third-party licensors, and nothing in this Agreement shall be construed so as to transfer any such rights to Client. Further, Client shall not divulge or disclose or permit any of its employees or agents to divulge or disclose any such intellectual property rights except as expressly permitted in the Agreement.

1.2 Client shall use the Data solely for Client's internal use and benefit in association with Client's use of the FIS Solution, and not for resale or use by or for the benefit of any other person or organization. Client shall not and shall not permit its employees or agents to disassemble, decompile, reverse engineer, or reengineer the Data. Without limiting the foregoing, Client shall not (i) knowingly use the Data in any way that may infringe any intellectual property rights in the Data, or (ii) knowingly use, or knowingly permit anyone to use the Data for any unlawful or unauthorized purpose. However, Client shall have the right to export and use insubstantial portions of the Data, which, in the aggregate, do not form a significant part of the Data from which they were derived, solely for Client's internal purposes and for use to directly support Client's customers.

1.3 Access to the Data through the FIS Solution is subject to termination in the event that the agreement between FIS and QUODD, or any agreement between QUODD and a relevant third-party supplier, is terminated in accordance with its terms. Client's right to use the Data shall terminate automatically if the Agreement is terminated for any reason; provided however Client may retain usage of historical pricing data without additional charge (as long as Client is not breach of the Agreement, including these terms) to the extent such usage is required by Client or its customers to comply with applicable law and provided that Client continues to comply with the Agreement with respect to such historical data, including the use restrictions and other provisions of these terms. This Section 3 shall survive termination of the Agreement, including these terms.

1.4 Client shall indemnify FIS and its affiliates and QUODD and QUODD's suppliers (the “**Indemnities**”) against and hold the Indemnities harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against any of the Indemnities by a third party arising out of or related to Client's use of the Data or any data, information, service, report, analysis, or publication derived therefrom.

1.5 While QUODD uses commercially reasonable efforts to obtain data from reliable sources and FIS uses good faith in providing access to the Data to Client, Client acknowledges that the Data is sourced from various providers and, as such, that FIS and QUODD cannot guarantee or warrant the accuracy or completeness of the Data. FIS, FIS' AFFILIATES, QUODD, AND QUODD' SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, FOR THE USE OF THE DATA.

1.6 FIS, FIS' affiliates, QUODD, and QUODD's suppliers shall have no liability to Client or any third party for errors, omissions, or malfunctions in the Data, other than the obligation of QUODD to endeavor, upon receipt of notice thereof, to correct the Data.

1.7 FIS, FIS' affiliates, QUODD, and QUODD's suppliers shall not be liable for (i) any special, indirect, or consequential damages (even if advised of the possibility of such), or (ii) any delay in providing or inability to provide the Data as a result of a third party provider thereof or by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.