

Data Usage Agreement

CT PLAN · DATACT LLC, ON BEHALF OF THE AUTHORIZING SROS

This DATA USAGE AGREEMENT (the “Agreement”) is made as of [INSERT DATE] between the executing person (“Subscriber”) and DataCT LLC (“DataCT”, and together with Subscriber, the “Parties”) acting on behalf of the Authorizing SROs.

RECITAL

The Authorizing SROs act (1) cooperatively pursuant to the Limited Liability Company Agreement of the CT Plan LLC (the “CT Plan”) and (2) individually on their own behalf, to facilitate the dissemination of the following categories of information:

- Tapes A, B, and C Transaction Reports (last sale price information)
- Tapes A, B, and C Quotation Information

(This Agreement refers to such information collectively as “CT Plan Information” and refers to each category of such information as a “Type of CT Plan Information”). The CT Plan authorizes DataCT to enter into this Agreement to permit Subscriber to receive and/or otherwise use CT Plan Information on a non-exclusive basis only in accordance with and subject to this Agreement. This Agreement contains the terms and conditions governing the Usage of CT Plan Information by Subscriber and constitutes the Data Usage Agreement referred to in the Policies. The manner in which CT Plan Information is accessed, controlled, distributed, and accounted for by authorized Distributors is governed by the Distribution Agreement and each applicable Data License.

TERMS AND CONDITIONS

Subscriber and DataCT, acting on behalf of the Authorizing SROs, agree as follows:

1 DEFINITIONS

- (a) **“Access”** means the permission granted to receive or retrieve CT Plan Information – a measure of authorization rather than activity – as further described in the Policies.
- (b) **“Administrator”** means DataCT LLC, acting as the administrator of the CT Plan under the oversight of CT Plan LLC. References in this Agreement to DataCT include DataCT acting in that capacity.
- (c) **“AI Service”** means an artificial intelligence or machine-learning model, application, or service that accesses, processes, or generates outputs from CT Plan Information, as further described in the Policies (including Section 4.10 and Appendix B thereof).
- (d) **“Authorizing SRO(s)”** means each of the national securities exchanges, and the national securities association, that are signatories to the CT Plan.
- (e) **“Confidential Information”** means non-public data and information about the other party disclosed under this Agreement.
- (f) **“Controlled Display”** means a read-only display service for authorized Users where both the user and the display device are entitled and managed by the Distributor through a Data Access Control.
- (g) **“Controlled Service”** means a service supporting individual use of CT Plan Information within an authorized User’s desktop, including programmatic access such as DDE links and API access through applications used exclusively by the individual, with Data Access Controls managed solely by the Distributor.
- (h) **“CT Plan Information”** means the consolidated equity market data made available under the CT Plan across Tapes A, B, and C, comprising Transaction Reports and Quotation Information and any other information provided by the Processors, and for the avoidance of doubt including the FINRA OTC Data, subject to the rights and obligations set forth in this Agreement, any applicable Data License, and the Policies. CT Plan Information is referred to in the Policies as “CT Data”.
- (i) **“Data Access Control”** means the technical, administrative, and operational mechanisms used to restrict access to CT Plan Information to an authorized population of Users, Devices, or Applications, and to produce an auditable record of each entitlement instance.
- (j) **“Data License”** (or “CT Plan Data License”) means the primary legal and operational instrument through which the CT Plan grants specific rights to access, use, process, distribute, or derive value from CT Plan Information, and the authoritative record of the rights and obligations for a particular licensed use case. One or more Units of Count is designated for each Data License.
- (k) **“Data Usage Control”** means the systemic control used to record and report actual Usage by authorized Users, Devices, or Applications, including quote meters, API gateways, and active usage logs.
- (l) **“Derived Data”** means pricing data or other information that is created in whole or in part from the CT Data. To be considered Derived Data: (1) the Derived Data cannot be reverse engineered to recreate the CT Data, and (2) the Derived Data cannot be used to create other data that is recognized to be a reasonable facsimile for the CT Data.

- (m) **“Distributor”** means an entity authorized by the CT Plan to distribute or redistribute CT Plan Information, including any Redistributor or Internal Distributor as described in the Policies, and from which Subscriber receives CT Plan Information.
- (n) **“Non-Display Use”** means accessing, processing or consuming data for a purpose other than solely facilitating the delivery of the data to the Subscriber's display or for the purpose of further internally or externally redistributing the data. The creation of Derived Data is considered Non-Display Use.
- (o) **“Person”** means a natural person or proprietorship, or a corporation, partnership or other organization.
- (p) **“Policies”** means the policies and guidelines set forth at consolidatedtape.com/policies, as amended from time to time.
- (q) **“Reporting Period”** means the recurring measurement month for reporting under each Data License, unless otherwise specified in the applicable Data License or the Policies.
- (r) **“Unit of Count”** means the prescribed basis of measurement designated under each Data License for supporting the associated reporting and recordkeeping obligations.
- (s) **“Usage”** means the actual consumption or use of CT Plan Information during a Reporting Period – a measure of activity – as further described in the Policies.

All other capitalized terms shall have the meaning assigned to them in the CT Plan, the Policies, or as defined herein.

2 DATA USAGE

Subscriber may not sell, lease, furnish or otherwise permit or provide access to the CT Plan Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the CT Plan Information, or any part thereof, for any illegal purpose or violate any DataCT or Securities and Exchange Commission (“SEC”) Rule or other applicable law, rule or regulation. Subscriber may not present the CT Plan Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the CT Plan Information. Subscriber's access is personal and non-transferable, and Subscriber shall use CT Plan Information only in accordance with the classification for which Subscriber is qualified and licensed and the rights granted under this Agreement, any applicable Data License, and the Policies.

- (a) **Non-Professional Use.** For Subscribers engaged in a Non-Professional Use, the CT Plan Information is licensed only for personal use in accordance with the Policies. By representing to DataCT and Distributor that Subscriber is engaged in Non-Professional Use or by continuing to receive the CT Plan Information at a Non-Professional Use rate, Subscriber is affirming to Distributor and to DataCT that Subscriber's use meets the definition of Non-Professional Use as set forth in the CT Plan and the Policies. A Subscriber engaged in Non-Professional Use shall comply promptly with any reasonable request from DataCT for information regarding the Subscriber's receipt, processing, display and redistribution of the CT Plan Information. To be considered engaged in Non-Professional Use, the Subscriber must not be engaged in the following use of the CT Plan Information: (i) any use

of CT Plan Information by or on behalf of any entity (for example, a corporation, company, partnership, limited partnership, limited liability company, or association), except trusts acting solely in a personal capacity and not for compensation; or (ii) use of CT Plan Information by an individual to provide services, analysis, advice, products, or benefits to a third party for compensation or other commercial benefit. Qualification for Non-Professional Use requires execution of the Non-Professional Subscriber Attestation prescribed by the Policies, and all Non-Professional Use must be received through a Controlled Display or Controlled Service operated by an authorized Distributor. Qualification for Non-Professional Use is determined by the use made of the CT Plan Information rather than solely by the Subscriber's occupation, employment status, or professional qualifications, and an individual may simultaneously hold one licensed use classified as Professional and another classified as Non-Professional, provided each licensed use independently satisfies the applicable qualification requirements and is separately qualified, licensed, reported, and billed.

- (b) **Professional Use.** For Subscribers engaged in Professional Use, the CT Plan Information is licensed for the internal business use and/or personal use of the Subscriber and only for display purposes in accordance with the Policies. Professional Use may not commence until any approval prescribed by the Policies has been obtained and Subscriber has been entitled through the applicable Data Access Control. Upon request, Subscriber engaged in Professional Use shall make its premises available to DataCT for physical inspection of Distributor's Service and of Subscriber's use of the CT Plan Information (including review of any records regarding use of or access to the CT Plan Information and the number and locations of all devices that receive CT Plan Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.
- (c) **Individual Usage.** Subscriber's user credentials, entitlements, and active sessions must not be shared with, transferred to, or used by any other Person, whether directly or indirectly through credential sharing, display mirroring, screen sharing, remote access, or any similar means.
- (d) **Authorized Device.** CT Plan Information may be accessed only through a Device entitled and controlled by an authorized Distributor using an approved Data Access Control. Access from multiple Devices may require additional licensing and fees, and each Device must be separately entitled and reported in accordance with the applicable Unit of Count and Data License.
- (e) **No Extraction or Copying.** Subscriber must not extract, export, copy, scrape, capture, retransmit, or otherwise remove CT Plan Information from a Controlled Display or Controlled Service except as expressly permitted under an applicable Data License. Notwithstanding the foregoing, Subscriber may occasionally furnish limited price references from the CT Plan Information in internal business communications or correspondence with customers, provided that both the selection and extraction of the price references and their subsequent inclusion and dissemination are performed on an ad hoc, occasional, and non-recurring basis.
- (f) **No Redistribution or Enterprise Use.** Subscriber may not redistribute CT Plan Information, provide access to any other Person, use CT Plan Information for enterprise-wide purposes, engage in Non-Display Use, or create or commercially exploit Derived Data, unless separately approved and licensed. Non-Display Use, including the systemic processing or consumption of CT Plan Information for purposes other than solely facilitating a display, requires a separately approved Datafeed Service

and the appropriate Data License.

- (g) **Third-Party Applications and AI Services.** All use of CT Plan Information by Subscriber, including use within third-party applications such as spreadsheets, desktop software, or artificial intelligence applications, must remain within the Subscriber's own desktop Device and within the entitlement instances associated with Subscriber, and all data inputs to, and outputs from, any such application must be managed at all times by the Distributor's Data Access Controls and Data Usage Controls. An application receiving CT Plan Information is entitled as an Application, not as a Subscriber. Use of CT Plan Information with AI Services remains subject to Section 4.10 of the Policies: each request must be initiated by Subscriber (including standing or automated instructions established by Subscriber that execute solely under Subscriber's entitlement instance), all outputs must be returned solely to Subscriber, and any retention must remain solely within Subscriber's control. Subscriber must access any third-party hosted AI Service through Subscriber's own individual account with the AI Service provider and must take reasonable steps to use only an AI Service that provides assurances that Subscriber's CT Plan Information and outputs are not shared with, or made accessible to, any other person. All outputs of an AI Service are treated as CT Plan Information unless qualified as Derived Data in accordance with the Policies. For Non-Professional Use, all such use must be solely in the Subscriber's personal capacity and exclusively for personal, non-business purposes; use on behalf of, or for the benefit of, any other person or entity is prohibited. Where these conditions are not satisfied, the AI Service is consuming CT Plan Information on an application basis, which constitutes Non-Display Use and requires a separately approved Datafeed Service and the appropriate Data License.
- (h) **Maintenance of Qualification.** Subscriber must maintain the qualification status under which CT Plan Information is licensed. Non-Professional Subscribers must promptly notify the Distributor of any change in circumstances affecting their eligibility, and Professional Subscribers must maintain any approvals required under this Agreement and the Policies.
- (i) **Compliance and Reclassification.** Where Subscriber uses CT Plan Information outside the scope of the applicable Data License or qualification, DataCT may reclassify the use and assess the applicable Access, Usage, Professional, Non-Display, redistribution, or other fees, together with any applicable penalties, for the full period of the unauthorized activity, and access may be suspended or terminated.

3 PROPRIETARY DATA

DataCT, on behalf of the CT Plan, grants to Subscriber a limited, nonexclusive, revocable, personal, non-sublicensable, non-transferable license during the term of the Agreement to receive and use the CT Plan Information transmitted to it by Distributor and thereafter to use such CT Plan Information as permitted under the terms of this Agreement and the Policies. Subscriber acknowledges and agrees that the CT Plan has proprietary rights to the CT Plan Information that originates on or derives from markets regulated or operated by the Authorizing SROs. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the CT Plan Information through Subscriber, DataCT or the Authorizing SROs shall have the right to obtain injunctive relief for its respective materials.

4 PAYMENT

- (a) **General Charges.** Subscriber shall pay DataCT in United States dollars one hundred percent (100%) of the applicable charge(s) from time to time in effect, without any deductions whatsoever as specified in the CT Plan fee schedule. Subscriber shall pay any amounts due in accordance with such procedures, and within such time parameters as set forth in the Policies and shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Distributor or Subscribers by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest, relating to the provision of the CT Plan Information. In addition, if Subscriber is required by applicable law to deduct or withhold any such tax, charge or assessment from the amounts due DataCT under this Agreement, then the amounts due under this Agreement shall be increased so that the net amount actually received by DataCT after the deduction or withholding of any such tax, charge or assessment will equal one hundred percent (100%) of the appropriate charges then in effect.
- (b) **Charges for Unauthorized Installations.** If DataCT notifies Subscriber that it has determined in its reasonable discretion that Subscriber has made any unauthorized or unreported use of CT Plan Information made available to Subscriber under this Agreement, Subscriber shall pay (i) any applicable charge(s) that would have been imposed had the use been authorized and reported and (ii) an administrative fee equal to ten percent (10%) of those charges. Subscriber's payment obligations apply regardless of whether the person responsible for an unauthorized use received the CT Plan Information from Subscriber directly or from a person in the chain of dissemination that began with an unauthorized use by Subscriber.
- (c) **Interest on Unpaid Amounts.** If Subscriber has not paid any amounts payable pursuant to Paragraph 4(a) within the applicable time parameters, Subscriber shall pay interest on the unpaid amount. That interest begins to accrue when the amount is thirty (30) or more business days past due. Subscriber shall also pay interest in respect of amounts payable pursuant to Paragraph 4(b)(i). That interest begins to accrue as of the date on which the amount would have been payable had the provision or use of CT Plan Information been properly authorized or reported. The interest payable under this Paragraph 4(c) will equal the lesser of (i) one and one-half percent per month and (ii) the maximum rate of interest that applicable law permits. Overdue amounts remain subject to the invoice payment terms and collections procedures, including suspension and termination of service for non-payment, set forth in the Policies.

5 REPORTING, RECORDS, AND REVIEWS

Where prescribed by an applicable Data License or the Policies, Subscriber shall report Access and Usage of CT Plan Information for each Reporting Period by the Unit(s) of Count designated under the applicable Data License. Subscriber shall maintain complete, accurate, and reconcilable records of its access to and use of CT Plan Information, sufficient to reproduce any reported quantities, for not less than three years (including for not less than three years following termination of service and for the duration of any open Compliance Review), and shall make such records available to DataCT upon reasonable request. Subscriber shall cooperate with the License Reviews, Compliance Reviews,

Compliance Surveys, and compliance requests described in the Policies.

6 SYSTEM

Subscriber acknowledges that DataCT or CT Plan, in its sole discretion, may from time-to-time make modifications to its system or the CT Plan Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the CT Plan Information. DataCT shall not be responsible for such effects. DataCT does not endorse or approve any equipment, Distributor or Distributor's Service.

7 LIMITATION OF LIABILITY

- (a) Neither DataCT nor CT Plan nor the Authorizing SROs shall be liable to Subscriber, its Distributor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if DataCT has been advised of the possibility of such damages.
- (b) Neither DataCT nor CT Plan nor the Authorizing SROs shall be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the CT Plan Information.
- (c) If DataCT, CT Plan, or the Authorizing SROs is, for any reason, held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of DataCT, the CT Plan, or the Authorizing SROs within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:
 - (i) For Subscriber or any other person that continues to receive the CT Plan Information or any other data and/or CT Plan Information offered by DataCT, a prorated month's credit of any monies due directly to DataCT from Subscriber or, if applicable, from any other Person, for the CT Plan Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the CT Plan Information or any other data and/or information offered by DataCT, a refund of any monies due directly to DataCT from Subscriber or, if applicable, from any other Person, for the CT Plan Information at issue during the period at issue; or
 - (ii) \$500.
- (d) This section shall not relieve DataCT, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims.
- (e) Subscriber and DataCT understand and agree that the terms of this section reflect a reasonable

allocation of risk and limitation of liability.

8 DISCLAIMERS OF WARRANTIES

DataCT, the CT Plan, and the Authorizing SROs make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

9 CLAIMS AND LOSSES

Subscriber shall indemnify, hold harmless and defend DataCT and the CT Plan (each an “Indemnified Party” for purposes of this Paragraph 9) from and against any suit or other proceeding at law or in equity, claim, liability, loss, cost, damage, or expense (including reasonable attorneys’ fees) incurred by or threatened against an Indemnified Party that arises out of or relates to any use of CT Plan Information other than as this Agreement provides by Subscriber. DataCT’s provision to Subscriber of prompt written notice of the suit or proceeding is a condition to Subscriber’s obligations under the preceding sentence; provided, however, that failure to provide prompt written notice will not negate Subscriber’s obligations pursuant to this Paragraph 9 unless such failure results in a material adverse impact to Subscriber’s defense of the suit or proceeding. Subscriber shall have sole control of the defense of the suit or proceeding and all negotiations for its settlement or compromise; provided that Subscriber shall (a) keep the Indemnified Party reasonably informed of the status of such suit or proceeding and the defense thereof, (b) reasonably consult with the Indemnified Party in connection with material strategic decisions relating to the defense, (c) permit the Indemnified Party, at such Indemnified Party’s own cost and expense, to participate in (but not control) the defense through counsel of the Indemnified Party’s choosing, and (d) not enter into any settlement or compromise of such suit or proceeding that (i) imposes any obligation, liability, or restriction on the Indemnified Party, (ii) includes any admission of wrongdoing or liability on the part of the Indemnified Party, or (iii) does not include a full and unconditional release of the Indemnified Party from all claims that are the subject of such suit or proceeding, in each case without the Indemnified Party’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

10 AMENDMENTS / AGREEMENT

DataCT may alter any term of this Agreement with ninety (90) days’ written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of DataCT or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable,

the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11 GOVERNING LAWS; CONSTRUCTION

- (a) This Agreement shall be deemed to have been made in New York, NY, United States of America, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of New York, without reference to principles of conflicts of laws thereof. Judicial proceedings for the review of any arbitration decision or proceeding (other than entry or enforcement of an arbitration award or decision) or of any other matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of New York. DataCT and Subscriber hereby consent to submit to the jurisdiction of the courts of the State of New York in connection with any judicial action or proceeding instituted by DataCT or Subscriber pursuant to the provisions of this Agreement.
- (b) This Agreement is subject to all applicable federal, state and local laws (including, without limitation, state laws regarding misappropriation of proprietary information) and governmental rules and regulations, including, without limitation, the Communications Act of 1934, the Exchange Act, and the Securities Act of 1933, as amended, and the rules thereunder, as amended.
- (c) This Section 11 shall not limit either party from filing or pursuing applications, appeals, comments or other communications with the SEC and appealing or otherwise seeking relief in federal court from actions of, or failures to act by, the SEC.

12 NOTICES; NOTIFICATION OF CHANGES

- (a) All notices and other communications (except for invoices) required to be given in writing under the Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (i) and (ii) below and shall be deemed to have been duly given (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) if the notice is generally applicable to similarly situated Subscribers which are parties to effective Data Usage Agreements, upon posting the notice or other communication on consolidatedtape.com or a successor site.
 - (i) If to Subscriber: _____
 - (ii) If to DataCT: legal@datact.com
- (b) Each party may change its address for receipt of notice by giving notice of the change to the other party.
- (c) If an email address is provided, DataCT may, in lieu of the above, give notice to or communicate with

Subscriber by email addressed to the persons identified in paragraph (a) or to such other email address or persons as Subscriber shall hereafter specify by prior written notice. By providing an email address, Subscriber agrees that any notice or other communication sent to such email address shall be deemed to have been duly given at the time of transmission. If any portion of the messages or notices is not printable or readable, Subscriber must contact DataCT. If individuals are not identified in paragraph (a) above, then DataCT will, by default, provide notification to signatory.

13 MISCELLANEOUS

- (a) **Third-Party Beneficiary.** Each Authorizing SRO is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.
- (b) **Independent Contractor.** The relationship of the parties is that of independent contractors, and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.
- (c) **Force Majeure.** Neither Subscriber nor DataCT shall be liable for delay or failure in performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the control and without the gross negligence or willful misconduct of Subscriber or DataCT, respectively. Such causes may include, without limitation, acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, cyberattacks, fire, flood, quarantine restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions. The time for performance of any act delayed by such events may be postponed for a period equal to the delay. This paragraph shall not apply to the payment of money and shall not toll the accrual of interest.
- (d) **Waiver; Good Faith.**
 - (i) No failure on the part of DataCT or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.
 - (ii) DataCT and Subscriber shall act in good faith in the performance of their respective obligations under this Agreement and shall act as promptly as is reasonably practicable under the circumstances in granting or denying any consent or approval required hereunder.
- (e) **Interpretation.** If any of the provisions of the Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to individuals, entities, or circumstances

other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. The Policies inform the treatment of the rights granted and obligations prescribed under this Agreement; in the event of any difference between the Policies and this Agreement or an applicable Data License, this Agreement and the applicable Data License govern.

(f) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Subscriber shall not assign this Agreement without the prior written consent of DataCT. DataCT agrees not to unreasonably withhold its consent to an assignment by Subscriber provided that:

- (i) such assignment would not adversely affect DataCT; and
- (ii) such assignment is to (i) a successor corporation of Subscriber by operation of law, merger or consolidation or (ii) an entity acquiring substantially all of the assets of Subscriber or an affiliate controlling, controlled by, or under common control with Subscriber, and Subscriber unconditionally guarantees the payment and performance by such entity or affiliate of all obligations under this Agreement.

DataCT shall be free to assign this Agreement upon written notice to the Subscriber.

(g) **Confidentiality.**

- (i) Each party acknowledges that in the course of performance of this Agreement it may obtain Confidential Information. Each party further agrees, except as otherwise required by law, (i) to use the same degree of care to keep all Confidential Information confidential and to protect the Confidential Information from disclosure to others as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated, but in no event less than reasonable care, (ii) not to divulge any Confidential Information or any information derived from Confidential Information to any third person, other than to its and its Affiliate's directors, officers, employees, agents and advisors ("Representatives") who have a legitimate "need to know" in connection with the Agreement and who are bound by confidentiality restrictions at least as stringent as those set forth in this Agreement.
- (ii) The parties agree that this Paragraph (g) does not apply to any information that (a) is or becomes generally available or known to the public other than as a result of disclosure by a party or its Representatives, (b) was rightfully in the receiving party's possession or known by it at the time of the disclosure, (c) was rightfully disclosed to the receiving party by a third party having, to the knowledge of the receiving party, no obligation of confidentiality, or (d) was independently developed by the receiving party without use of or reference to any Confidential Information of the other party.
- (iii) Notwithstanding this Paragraph (g), in the event the receiving party is required under any applicable law, regulation, or request of a government or self-regulatory agency having jurisdiction over the receiving party to disclose any Confidential Information, the receiving party will have the right to make the required disclosure without being deemed to have breached this Agreement. Subscriber further acknowledges that to the extent that DataCT is acting on behalf of

the Authorizing SROs and the Operating Committee, DataCT may disclose the liability or other findings of the review to the Authorizing SROs and the Operating Committee.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SUBSCRIBER

By _____
Name _____
Title _____
Date _____

DATACT LLC, ON BEHALF OF CT PLAN LLC

By _____
Name _____
Title _____
Date _____