

Nasdaq Market Data Click Through Agreement

B. NASDAQ Market Data

FCUL may provide or may make available to you through the Platform certain Market Data that consists of or includes Information owned or provided by NASDAQ (each as defined in paragraph 12 below). You agree to the terms set out in paragraphs 1-13 below (the “**Nasdaq Market Data Agreement**”), which constitute a legally binding agreement between you and FCUL. Certain defined terms are set out in paragraph 12.

1. Use of Data. You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading or discriminatory format. You agree to take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

2. Proprietary Data. You acknowledge and agree that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.

3. Modifications. NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in FCUL's service or in the way Information is provided or presented to you, and may affect your access to or use of some or all of the Information. NASDAQ and FCUL shall not be responsible for such effects.

4. Reporting and Audit. If requested by FCUL or NASDAQ, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.

5. System. You acknowledge that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. NASDAQ shall not be responsible for such effects.

6. No endorsement. NASDAQ does not endorse or approve any equipment, FCUL, FCUL's service. FCUL makes no representations or warranties in connection with NASDAQ or Information.

7. Limitations of Liability.

a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to you 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 NASDAQ has been advised of the possibility of such damages.

b. NASDAQ shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve NASDAQ, you, 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. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

8. Disclaimers of Warranties. NASDAQ and its third-party information providers 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. Third-Party Information Providers' limitation of liability. NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.

10. Claims and Losses. You will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.

11. Termination. You acknowledge that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to you provided either by NASDAQ or FCUL.

12. Definitions. The following terms have the following meanings:

a. **“Act”** shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States.

b. **“Information”** means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or

processed in such a way that the Information can be identified, recalculated or re engineered from the processed Information or that the processed Information can be used as a substitute for Information.

c. “**NASDAQ**” means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates.

d. “**NASDAQ Markets**” shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market.

e. “**Person**” means any natural person, proprietorship, corporation, partnership or other entity whatsoever.

f. “**SEC**” means the U.S. Securities and Exchange Commission.

g. “**System**” means any system NASDAQ has developed for the creation and/or dissemination of Information.

13. **Amendments.** This Nasdaq Market Data Agreement may be amended or modified as set out in section 4 of this Market Data Addendum.