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## TXSE Market Data Policies

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Under the terms of the Texas Stock Exchange LLC Market Data Agreement (“**Data Agreement**”) with Texas Stock Exchange LLC (“**TXSE**”), firms receiving Exchange Data must adhere to these TXSE Market Data Policies (the “**Market Data Policies**”). These Market Data Policies supplement and clarify the Data Agreement and apply to the receipt, use, pricing, reporting and distribution of Exchange Data. Unless otherwise specified, references herein to “**Exchange Data**” or “**Data**” refer to Exchange Data as defined in the Data Agreement. The Data Agreement governs any conflict with these Market Data Policies.

Pursuant to the Data Agreement, TXSE reserves the right to update these Market Data Policies from time to time and will communicate any updates to Data Recipients via email and the Website. All capitalized terms used herein that are not defined below are defined in the Data Agreement or the applicable Fee Schedule.

### 1. Definitions.

“**Controlled Data Distributor**” means a Data Recipient that (i) provides Exchange Data to a Data User (either an Internal Subscriber or an External Subscriber) and (ii) controls the entitlements of and display of information to such Data User. If the Data User is either an employee or natural person independent contractor of the Controlled Data Distributor or an employee or natural person independent contractor of an affiliate of the Controlled Data Distributor identified on the List of Affiliates (i.e., an “**Internal Subscriber**”), such Controlled Data Distributor is considered to be an “**Internal Controlled Data Distributor**.” If the Data User is not an employee or natural person independent contractor of the Controlled Data Distributor or of an affiliate thereof identified on the List of Affiliates (i.e., an “**External Subscriber**”), such Controlled Data Distributor is considered to be an “**External Controlled Data Distributor**.”

“**Data Feed Subscriber**” means any Data User not affiliated with Data Recipient that (a) receives Exchange Data from Data Recipient and (b) for which Data Recipient cannot substantially control Exchange Data for the purposes of reporting usage or qualification.

“**Display Usage**” means the access to and/or use of Exchange Data by a Data User via a graphical user interface, application or other medium which displays Exchange Data.

“**Exchange Data Order Form and System Description**” means information submitted via the User Portal or other method designated by TXSE that identifies the Exchange Data desired and the Exchange Data access method, and provides key contact information as well as a description of any system(s) or service(s) that make use of or distribute Exchange Data internally or externally to Data Users.

**“Extranet Service Provider”** means a Person that has entered into a Data Agreement and Transmits Exchange Data, via an extranet operated by such Person, to Data Recipients. **“Transmit”** means to direct Exchange Data to one or more Data Recipients without modification of the content, format or other characteristics of the Exchange Data. An Extranet Service Provider is not authorized to use or process Exchange Data for any purpose other than to Transmit Exchange Data.

**“Non-Display Usage”** means any method of accessing an Exchange Data product that involves access or use by a machine or automated device without access or use of a display by a natural person or persons.

**“Non-Professional Data User”** means a natural person or qualifying trust that uses Data only for personal purposes and not for any commercial purpose and, for a natural person who works in the United States, is not: (i) registered or qualified in any capacity with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association; (ii) engaged as an “investment adviser” as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); or (iii) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt; or, for a natural person who works outside of the United States, does not perform the same functions as would disqualify such person as a Non-Professional Data User if he or she worked in the United States.

**“Professional Data User”** means any Data User other than a Non-Professional Data User.

**“Service Facilitator”** means a Person, other than an Extranet Service Provider or telecommunications provider, that facilitates the receipt, dissemination or other use of Exchange Data on behalf of the Data Recipient in accordance with the terms and conditions of the Data Agreement.

**“Trading Platform”** means any execution platform operated as or by a registered National Securities Exchange (as defined in Section 3(a)(1) of the Exchange Act), an Alternative Trading System (as defined in Rule 300(a) of Regulation ATS), or an Electronic Communications Network (as defined in Rule 600(b)(36) of Regulation NMS).

**“Uncontrolled Data Distributor”** means a Data Recipient that is authorized by TXSE to distribute Exchange Data externally to a Data User that is not an affiliate of Data Recipient where the Data Recipient does not control the entitlements of and display of information to such Data User (i.e., a Data Feed Subscriber).

## **2. Record Retention Requirements**

Each Data Recipient must create and maintain for at least three (3) years or other timeframe specified in accordance with Regulatory Requirements, whichever is greater, complete and accurate books and records relating to the Data Recipient's performance of its obligations and exercise of its rights under the Data Agreement, including without limitation the receipt, use, display and distribution of Exchange Data and the administration of the Subscriber Agreement or equivalent, if applicable.

## **3. Data Recipient Approval & Notice Requirements**

Each Data Recipient that is requesting to use or distribute Exchange Data must complete and submit to TXSE the following: (i) Data Agreement, (ii) List of Affiliates (if applicable); (iii) Exchange Data Order Form and System Description; and (iv) Service Facilitator List (if applicable). The Exchange Data Order Form and System Description requires firms to identify the Exchange Data desired, and the Exchange Data access method, and to provide key contact information as well as a description of any system(s) or service(s) that make use of or distribute Exchange Data internally or externally to Data Users.

Each completed Data Agreement, List of Affiliates, Exchange Data Order Form and System Description and Service Facilitator List should be submitted via the TXSE User Portal for approval. Alternatively, these documents may be emailed to [marketdata@txse.com](mailto:marketdata@txse.com) by Data Recipients to complete the application process for Exchange Data.

Any notice by Data Recipient under the Data Agreement must be directed to TXSE at:

4550 Travis Street, Suite 650  
Dallas, Texas 75205  
Email: [legal@txse.com](mailto:legal@txse.com)

## **4. Distribution to Affiliates of Data Recipient**

Any Data Recipient that distributes Exchange Data to one or more of its affiliates must complete and submit to TXSE a list of any such affiliates and their addresses (the "**List of Affiliates**"). The List of Affiliates may be submitted to TXSE via the TXSE User Portal, via email to [marketdata@txse.com](mailto:marketdata@txse.com) or any other method as designated by TXSE. The Data Recipient shall notify TXSE of any changes to the information on the List of Affiliates and such changes shall be deemed accepted by TXSE unless TXSE notifies the Data Recipient of an objection within thirty (30) days of receipt of notification of the change.

***One or more of the entities (each a "Connected Entity") that is part of the group comprised of the Data Recipient and the affiliates listed on the List of Affiliates (collectively, the "Affiliate Group") is permitted to own connectivity***

***with TXSE to receive Exchange Data directly from TXSE. Each Connected Entity shall be identified in writing to TXSE. Any member of the Affiliate Group that also receives Exchange Data from another Data Recipient (in addition to a Connected Entity) that is an Uncontrolled Data Distributor is not required to complete and return to TXSE a separate Data Agreement and Exchange Data Order Form and System Description. Rather, that entity is bound by the same Data Agreement and other relevant documents executed by the applicable member of the Affiliate Group.***

## **5. Uncontrolled Data Distributor Requirements**

To become an Uncontrolled Data Distributor, the Data Recipient must describe, using the Exchange Data Order Form and System Description, its plan to distribute Exchange Data externally to any Data Feed Subscriber that is not an affiliate of the Data Recipient.

### **Request Process**

#### *Production*

Uncontrolled Data Distributors are responsible for either (i) directing each prospective Data Feed Subscriber to download the required documents from the Website, or (ii) providing a hard copy of each required document to the prospective Data Feed Subscriber. Required documents for each prospective Data Feed Subscriber include the following:

- Signed Data Agreement
- Completed and signed Exchange Data Order Form and System Description
- Completed and signed List of Affiliates (if applicable)
- Completed and signed Service Facilitator List (if applicable)

A Data Agreement is required for any Real-time Data Feed Subscriber. Data Feed Subscribers of Delayed Data, End-of-Day Data or TXSE Historical Data are not required to sign a Data Agreement but are not permitted to redistribute the Data externally. The waiver of the agreement requirement by TXSE does not limit the Uncontrolled Data Distributor's obligations as described within the Data Agreement executed with TXSE.

#### *Certification*

To provide access to non-production Exchange Data sourced from a certification System, a request can be initiated through email to [marketdata@txse.com](mailto:marketdata@txse.com). The following information should be included:

- Data Feed Subscriber's name and contact information
- Type of non-production Exchange Data<sup>1</sup> subscribed to by each Data Feed Subscriber (e.g., TXSE Depth, TXSE Top, TXSE Last Sale and TXSE Historical Data)
- The earliest date upon which the Data Feed Subscriber will receive non-production Exchange Data from the Uncontrolled Data Distributor (installation date)
- The last date upon which the Data Feed Subscriber will receive non-production Exchange Data from the Uncontrolled Data Distributor (termination date)

No Data Feed Subscriber shall be permitted to use non-production Exchange Data from a certification System for a period of longer than thirty (30) days without the prior written approval of TXSE.

### Approval Process

After the required documents have been completed, the prospective Data Feed Subscriber must submit the required documents to TXSE (as described above) for approval. TXSE will review the documents and may contact the Data Feed Subscriber directly for additional information. The review of the documents includes, but is not limited to, a review of the intended use of the Exchange Data and the entitlements.

Upon approval, TXSE will notify both the Data Feed Subscriber and the Uncontrolled Data Distributor via email. Once approved by TXSE, the Uncontrolled Data Distributor is authorized to provide the approved Exchange Data to the Data Feed Subscriber. **A new Data Feed Subscriber may not receive Exchange Data unless and until TXSE has specifically approved the distribution of the requested Exchange Data product.** Please note that if an Uncontrolled Data Distributor provides Exchange Data to an unapproved Data Feed Subscriber or releases any Exchange Data prior to TXSE's approval, the Uncontrolled Data Distributor is responsible for paying TXSE any fees and other charges that would have been assessed such Data Feed Subscriber during the unauthorized time frame had the Data Feed Subscriber and release of Exchange Data to such Data Feed Subscriber been approved.

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<sup>1</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.

## 6. Uncontrolled Data Distributor Reporting

Uncontrolled Data Distributors of Exchange Data are required to submit reports on a monthly basis providing firm and Exchange Data details (as described below) for each Data Feed Subscriber receiving the Exchange Data. Each such report must include the following:

- Each Data Feed Subscriber's name, contact information and billing address
- Address at which each Data Feed Subscriber receives the Exchange Data
- Type of Exchange Data<sup>2</sup> subscribed to by each Data Feed Subscriber (e.g., TXSE Depth, TXSE Top, TXSE Last Sale and TXSE Historical Data)
- The earliest date upon which each Data Feed Subscriber received or will receive such Exchange Data from the Uncontrolled Data Distributor (installation date)
- The last date upon which each Data Feed Subscriber received or will receive such Exchange Data from the Uncontrolled Data Distributor (termination date)

Uncontrolled Data Distributors may report to TXSE by entering details directly into the reporting system or any other method designated by TXSE. Monthly reporting for the prior month's activity is due on the fifteenth (15<sup>th</sup>) of the current month (i.e., May 15<sup>th</sup> is the due date for April reporting). Unless otherwise provided by TXSE, each Uncontrolled Data Distributor shall use reasonable efforts to provide such reporting within fifteen (15) days of the end of the applicable reporting period. Failure to report within sixty (60) days of the end of the applicable reporting period may result in suspension or termination of provision of Exchange Data to such Uncontrolled Data Distributor.

Notwithstanding the foregoing, reporting of each Data Feed Subscriber receiving access to non-production Exchange Data, Delayed Data, End-of-Day Data or TXSE Historical Data must be submitted only upon request.

Please contact [marketdata@txse.com](mailto:marketdata@txse.com) if you have any questions about reporting requirements. If you are newly reporting to TXSE, a user login will be created for you to access the system.

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<sup>2</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.



## 7. Controlled Data Distributor Requirements

### *Internal Controlled Data Distributors*

Internal Controlled Data Distributors may provide Exchange Data to employees or natural person independent contractors of the Internal Controlled Data Distributor or any affiliate thereof (i.e., Internal Subscribers) identified on a List of Affiliates submitted by the Internal Controlled Data Distributor to TXSE.

Internal Controlled Data Distributors are not required to execute a Subscriber Agreement or equivalent with Internal Subscribers. Only a Data Agreement, List of Affiliates (if applicable) and Exchange Data Order Form and System Description completed by the Internal Controlled Data Distributor is required to be submitted to TXSE.

### *External Controlled Data Distributors*

External Controlled Data Distributors must execute a Subscriber Agreement or equivalent with each External Subscriber, whether an individual or a firm. TXSE will not execute this agreement or equivalent with an External Controlled Data Distributor's customers.

External Controlled Data Distributors must administer Subscriber Agreements to all External Subscribers. If an External Controlled Data Distributor does not administer a Subscriber Agreement, then the External Controlled Data Distributor is required to indemnify TXSE in the event of a claim by an External Subscriber or otherwise.

External Controlled Data Distributors have four options to administer the Subscriber Agreement or equivalent.

<b>Administration Options for the Subscriber Agreement</b>	
1. Data Recipient Indemnification	Data Recipient administers its own agreement to External Subscribers as an equivalent to the Subscriber Agreement. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.
2. Incorporation by Reference	Data Recipient adds specific language referring to the Subscriber Agreement into the Data Recipient's own agreement with the External Subscriber. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.
3. Online Click-Through Subscriber Agreement	Data Recipient offers the agreement via the Internet. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.



4. Hard Copy Subscriber Agreement	Data Recipient provides External Subscriber with a paper copy of the Subscriber Agreement. Data Recipient retains executed originals, but does <b>not</b> submit the agreement to TXSE except upon request.
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### **Option 1 – Data Recipient Indemnification**

Section 12 of the Data Agreement permits External Controlled Data Distributors to choose to indemnify TXSE in lieu of administering the Subscriber Agreement to each External Subscriber.

External Controlled Data Distributors that opt for indemnification are required to include certain basic protections and rights in their own legally enforceable Data Recipient customer agreements that ensure TXSE is protected to the same extent as if the External Controlled Data Distributors had administered the Subscriber Agreement with each External Subscriber. An External Controlled Data Distributor may then provide the Exchange Data immediately after administering its own customer agreement with the External Subscriber.

External Controlled Data Distributors that opt for indemnification must follow these guidelines:

1. Prior to distributing the Exchange Data, the External Controlled Data Distributor will have in place a legally valid and enforceable Data Recipient customer agreement with the External Subscriber that (i) establishes the rights and obligations of the External Subscriber with respect to Exchange Data provided by the External Controlled Data Distributor, including any limitations on the External Subscriber's right to redistribute the Exchange Data, (ii) protects the TXSE Indemnified Parties (as defined in the Data Agreement) to the same extent as if the External Controlled Data Distributor had presented and the External Subscriber had signed the Subscriber Agreement and (iii) directs the External Subscriber to the TXSE Privacy Policy (located at <https://www.txse.com/privacy-policy>).
2. In terms of recordkeeping and retention, Data Recipient customer agreements are subject to requirements specified within Section 2 of these Market Data Policies and as specified within the Data Agreement. In the event of a dispute with External Subscriber(s) relating to the Exchange Data, the External Controlled Data Distributor agrees to provide TXSE with copies of the relevant Data Recipient customer agreements.
3. External Controlled Data Distributor must indemnify all TXSE Indemnified Parties and any third parties against any Claims and Losses relating to the Exchange Data made by an External Subscriber who

receives the Exchange Data from the External Controlled Data Distributor (or any person relying upon the Exchange Data received by such External Subscriber) arising from External Controlled Data Distributor's election to distribute Exchange Data to such External Subscriber under a Data Recipient customer agreement rather than under a Subscriber Agreement.

Submission of a sample copy of the Data Recipient's customer agreement and any amendments thereto to [marketdata@txse.com](mailto:marketdata@txse.com) is required upon request. Please note that TXSE does not require External Controlled Data Distributors to submit copies of the executed Data Recipient customer agreements to TXSE.

### **Option 2 – Incorporation by Reference**

In lieu of including the exact language of the Subscriber Agreement in the Data Recipient customer agreement with each Subscriber, External Controlled Data Distributors may choose to incorporate necessary language protecting TXSE by referring to the Subscriber Agreement in their own legally valid and enforceable Data Recipient customer agreement and, in addition, providing a copy of the Subscriber Agreement to the Subscriber. Thus, by signing the Data Recipient customer agreement, External Subscribers also assent to necessary Subscriber Agreement terms.

External Controlled Data Distributors that opt for "Incorporation by Reference" must follow these instructions:

1. Include the language below prominently on the signature page of the Data Recipient customer agreement. Prior to including this language in the Data Recipient customer agreement, in the blank provided, insert the term in the Data Recipient customer agreement that refers to the person receiving the information (i.e., customer, account holder, subscriber, member, etc.).

By executing this Agreement, \_\_\_\_\_ (known as "Subscriber" in the Subscriber Agreement) agrees that:

- a. *it has read and agrees to be bound by the Subscriber Agreement, a copy of which is attached hereto, and the TXSE Privacy Policy (located at <https://www.txse.com/privacy-policy>);*
- b. *the Data Recipient/Vendor (i) is not an agent of Texas Stock Exchange LLC; (ii) is not authorized to add to or delete any terms or provisions from the Subscriber Agreement; and (iii) is not authorized to modify any provision of the Subscriber Agreement; and*

- c. *no provision has been added to or deleted from the Subscriber Agreement and that no modifications have been made to it. Both the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth therein and the signatory is duly authorized to bind the Subscriber to the Subscriber Agreement.*
2. Provide each External Subscriber with a copy of the Subscriber Agreement at the time of executing the Data Recipient customer agreement.

Submission of a sample copy of the Data Recipient's customer agreement and any amendments thereto to [marketdata@txse.com](mailto:marketdata@txse.com) is required upon request.

Once the Data Recipient customer agreement is signed by both the External Subscriber and the External Controlled Data Distributor, and the External Subscriber has been provided a copy of the Subscriber Agreement, TXSE considers the External Subscriber to be authorized to receive Exchange Data. Please note that TXSE does not require External Controlled Data Distributors to submit copies of the executed Data Recipient customer agreements to TXSE.

### **Option 3 – Online Click-Through Version of Subscriber Agreement**

External Controlled Data Distributors are permitted to offer an online click-through version of the Subscriber Agreement to each External Subscriber, but if a Subscriber Agreement is not administered properly, the External Controlled Data Distributor must indemnify the TXSE Indemnified Parties in the event of any claim.

To offer an online click-through version of the Subscriber Agreement to External Subscribers, copy the full text of the Subscriber Agreement and complete the necessary programming to ensure the External Subscriber can enter the following information:

- External Subscriber Name
- Full Name of Person Authorized to Sign the Subscriber Agreement
- Title of Person Authorized to Sign the Subscriber Agreement
- Date of Execution

The following language must be displayed to the External Subscriber, and the External Subscriber must agree to it by marking the applicable checkbox:

*ACCEPTED AND AGREED: I, an authorized officer of the  
Subscriber to which the preceding terms and conditions refer,*

*acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest Subscriber's assent to, and Subscriber's agreement to comply with, those terms and conditions by "clicking" on the following box. I further acknowledge and agree to the terms of the TXSE Privacy Policy (located at <https://www.txse.com/privacy-policy>).*

Submission of a sample copy of the Data Recipient's click-through Subscriber Agreement and any amendments thereto to [marketdata@txse.com](mailto:marketdata@txse.com) is required upon request.

Once these steps have been completed, TXSE considers the External Subscriber to be authorized to receive Exchange Data.

#### **Option 4 – Hard Copy Subscriber Agreement**

External Controlled Data Distributors are permitted to enter into a hard copy/paper version of the Subscriber Agreement with each External Subscriber. A copy of the Subscriber Agreement is available on the Website. TXSE permits External Controlled Data Distributors to accept scanned and other electronic copies of the agreement as legal documents.

External Controlled Data Distributors that opt for the hard copy version of the Subscriber Agreement should follow these instructions:

1. Copy the complete text of the Subscriber Agreement into a file containing your company letterhead.
2. Print copies of the Subscriber Agreement for External Subscribers and for your records.
3. Provide copies of or direct External Subscribers to the TXSE Privacy Policy (located at <https://www.txse.com/privacy-policy>).

Once the Subscriber Agreement is signed by both the External Subscriber and the External Controlled Data Distributor, and the External Subscriber has been provided an executed copy of the Subscriber Agreement, TXSE considers the External Subscriber to be authorized to receive Exchange Data. Please note that TXSE does not require External Controlled Data Distributors to submit copies of the executed Subscriber Agreement to TXSE.

#### ***Notification and Enforcement***

Each External Controlled Data Distributor shall (i) enforce each of its External Subscriber's compliance with the terms of the Subscriber Agreement or equivalent agreement; (ii) provide TXSE written notice of any violation thereof by an External Subscriber, immediately upon becoming aware of such violation; (iii) provide TXSE

notice of termination of any Subscriber Agreement, immediately upon receiving or serving notice of such termination; (iv) provide TXSE any assistance as TXSE may reasonably request in enforcing TXSE's rights under any Subscriber Agreement; (v) upon TXSE's request, cease providing any Exchange Data to any External Subscriber; and (vi) provide TXSE written notice promptly upon becoming aware of any acts or omissions of any External Subscriber or other person, in addition to those otherwise required to be reported herein, which External Controlled Data Distributor believes, in its reasonable discretion, might jeopardize or prejudice the rights of TXSE (or an affiliate or data provider) in any Exchange Data or threaten the security or operations of any systems or other technology utilized by or on behalf of TXSE (or an affiliate) or any Data Recipient to disseminate any Exchange Data.

## 8. Controlled Data Distributor and Data Recipient Reporting

### *Display and Non-Display Usage Reporting*

Distributors are required to report the number of Data Users related to Display and Non-Display Usage based on the requirements for the specified data product as follows:

<b>Product<sup>3</sup></b>	<b>Non-Display Usage Reporting Requirement</b>	<b>Internal Display Usage Reporting Requirement</b>	<b>External Display Usage Reporting Requirement</b>
TXSE Depth	Only Upon Request	Monthly Reporting Required	Monthly Reporting Required
TXSE Top	No Reporting Required	No Reporting Required	Monthly Reporting Required
TXSE Last Sale	No Reporting Required	No Reporting Required	Monthly Reporting Required

Unless otherwise provided by TXSE or indicated in this section of the Market Data Policies, Data Recipient shall use reasonable efforts to provide such reporting within fifteen (15) days of the end of the applicable reporting period. Failure to report within sixty (60) days of the end of the applicable reporting period may result in suspension or termination of provision of Exchange Data to Data Recipient.

### *Display Usage Reporting*

If a product shown above requires no reporting, Controlled Data Distributors do not have to report the Data Users receiving the controlled Exchange Data for Display Usage or Non-Display Usage. For products that require Display Usage reporting, Controlled Data Distributors must count every Professional Data User and Non-

<sup>3</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.

Professional Data User to which they provide Exchange Data. Thus, the Controlled Data Distributor's count will include every Data User that accesses the Exchange Data, regardless of the purpose for which the Data User uses the Exchange Data. Controlled Data Distributors must report all Professional Data Users and Non-Professional Data Users in accordance with the following:

- In connection with a Controlled Data Distributor's distribution of Exchange Data, the Controlled Data Distributor must count as one Data User each unique Data User that the Controlled Data Distributor has entitled to have access to the Exchange Data.
- Controlled Data Distributors must report each unique individual person who receives access through multiple devices or multiple methods (e.g., a single Data User has multiple passwords and user identifications) as one Data User.
- If a Controlled Data Distributor entitles one or more individuals to use the same device, the Controlled Data Distributor must include only the individuals, and not the device, in the count. Thus, Controlled Data Distributors would not be required to report device counts associated with a Data User's display use of the Exchange Data.
- If an individual User is entitled to access the same Exchange Data through multiple Distributors, the individual User must only be reported once. Thus, the Distributors may coordinate to report the individual User by only one of such Distributors (not by all such Distributors).

Controlled Data Distributors must submit usage reports of real-time Exchange Data on a monthly basis by entering details directly into the reporting system or any other method designated by TXSE. Monthly reporting for the prior month's activity is due on the fifteenth (15<sup>th</sup>) of the current month (i.e., May 15<sup>th</sup> is the due date for April reporting). For Display Usage reporting, previous month quantities will be carried over on a month-to-month basis to aid in the reporting of Data Users, and Controlled Data Distributors may submit revised reporting in order to correct errors in the reporting of total quantities or Data User categorization. Controlled Data Distributors may only submit revised reporting within sixty (60) days of the date where usage activity occurred thirty (30) calendar days after the reporting due date (i.e., June 14<sup>th</sup> for April reporting). Each report may include the following:

- Data User billing address
- Business address at which Data User receives the Exchange Data
- Type of service/product



- Total aggregated number of Display Usage Data Users

Controlled Data Distributors that have obtained an Enterprise license for a particular Exchange Data product are not required to report Data User quantities for that Exchange Data product on a monthly basis, but TXSE reserves the right to request that Controlled Data Distributors report such Data User quantities on a best-efforts basis upon request by TXSE.

Additionally, Controlled Data Distributors that have obtained a Digital Media Enterprise license for a particular Exchange Data product are not required to report quantities of Data Users covered by such license and may distribute the Exchange Data to an unlimited number of Data Users for viewing the Exchange Data via television, websites and mobile devices for informational and non-trading purposes only. For the avoidance of doubt, Controlled Data Distributors that have obtained a Digital Media Enterprise license must report quantities of Data Users that are not covered by such license (i.e., Data Users that view the Exchange Data other than via television, websites and mobile devices for informational and non-trading purposes).

#### *Non-Display Usage Reporting*

Non-Display Usage includes any method of accessing an Exchange Data product that involves access or use by a machine or automated device without access or use of a display by a natural person or persons. Non-Display Usage does not include any use of Exchange Data that enables and results in the output of such Exchange Data solely in a display. Data Recipients are required to describe the type(s) of Non-Display Usage used by them and/or their affiliates on the Exchange Data Order Form and System Description. Data Recipients should include details about the systems and devices that receive Exchange Data within the firm's market data infrastructure; however, no system or device counts are necessary.

There are no monthly reporting obligations for Non-Display Usage (whether by Trading Platforms or not by Trading Platforms) by a Data Recipient; however, such Data Recipients will be required to promptly provide TXSE with written notice, using the Exchange Data Order Form and System Description or other method designated by TXSE, when (i) Exchange Data is or will be used for a new type of Non-Display Usage (such as new use by a Trading Platform where the Data Recipient did not previously use Exchange Data by a Trading Platform); (ii) Exchange Data is discontinued for a type of Non-Display Usage; or (iii) there are any other changes in the Data Recipient's Non-Display Usage that would require an update to the Exchange Data Order Form and System Description currently on file with TXSE. In addition, TXSE reserves the right to request that such Data Recipients attest to their Non-Display Usage upon request by TXSE.



## 9. Display Requirements

### *Attribution*

Each Data Recipient must clearly identify TXSE as the source of any Exchange Data through use of the System name or TXSE's name on each applicable display of Exchange Data.

Distributors of Exchange Data to Data Users must provide a prominent attribution message on all displays, including wall boards, tickers, mobile devices and audio announcements on voice response services. In the case of a ticker, the attribution message should be interspersed with the Exchange Data at least every ninety (90) seconds.

Exchange Data Feed <sup>4</sup>	Required Attribution Message
TXSE Depth	TXSE Real-Time Quotes and Trades
TXSE Top	TXSE Real-Time Quotes
TXSE Last Sale	TXSE Real-Time Trades

If the Exchange Data is being provided on an intentionally delayed basis, the Data Recipient must notify TXSE at [marketdata@txse.com](mailto:marketdata@txse.com), and the Data Recipient must clearly notify Data Users that Exchange Data is delayed through applicable attribution on the display in accordance with the requirements in Section 11 of these Market Data Policies.

### *Marketing Materials*

Each Data Recipient may use TXSE's corporate name, the names of TXSE's market data products and the trademarks (available through contacting Market Data Services at [marketdata@txse.com](mailto:marketdata@txse.com)) in any marketing, publicity or advertising materials related to the business of the Data Recipient, *provided* that such use is solely for purposes of exercising Data Recipient's rights under the Data Agreement and is in compliance with the guidelines provided by TXSE. For the avoidance of doubt, TXSE may require any Data Recipient to discontinue or alter such use(s) in its sole discretion.

## 10. Service Facilitator

A Data Recipient may delegate any of its responsibilities, obligations or duties under or in connection with the Data Agreement to a Service Facilitator, which may discharge those responsibilities, obligations or duties on behalf of the Data Recipient in accordance with the Data Agreement; *provided, however*, that the Data Recipient shall be and will remain responsible for compliance by such Service

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<sup>4</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.

Facilitators with all applicable terms and conditions of the Data Agreement and all other acts and omissions thereby in connection with the receipt, use and distribution of the Exchange Data. Additionally, Data Recipient may use a Service Facilitator to facilitate the dissemination of Exchange Data in Data Recipient's service, *provided* that Data Recipient has a legally valid and enforceable contract with such Service Facilitator, prior to distributing any Exchange Data to any Service Facilitator, that: (a) includes all limitations on the Service Facilitator's right to use and redistribute Exchange Data; and (b) protects the TXSE Indemnified Parties to the same extent as if the Service Facilitator had signed a Data Agreement with TXSE directly. Service Facilitators may support one or more functions for the Data Recipient including, but not limited to, website operation, software development, facilities and equipment operation and service installation. The Data Recipient must, through a legally enforceable written agreement with each Service Facilitator:

- Ensure TXSE Indemnified Parties are protected to the same extent as if the Service Facilitator were a party to the Data Agreement, including without limitation by permitting TXSE to audit the Service Facilitator on the same terms as TXSE is permitted to audit the Data Recipient under the Data Agreement.
- Ensure no terms of such agreement conflict with the terms of the Data Agreement.
- Ensure Exchange Data or controlled data distribution of Exchange Data to a Data Recipient may occur only after the Data Recipient is authorized by TXSE, or Data Recipient is qualified through one of the Controlled Data Distributor qualification methods outlined above (in Section 7 of these Market Data Policies).
- Ensure the Data Recipient, and not the Service Facilitator, controls all entitlement of Exchange Data to the Data Recipient.

Notwithstanding the foregoing, the Service Facilitator must sign a Data Agreement and must fulfill all requirements of TXSE if the Service Facilitator receives Exchange Data directly from TXSE. Finally, if the Data Recipient uses any Service Facilitators, the Data Recipient must provide a list of all Service Facilitators to TXSE on a Service Facilitator List.

## 11. Delayed Data

Once a period of time has passed since the dissemination of Exchange Data by TXSE, Real-time Data will become "**Delayed Data**". There are different requirements for the distribution of Delayed Data as compared to Real-time Data. The following definitions apply:

- **Delay Period** – The period of time that has passed since the dissemination of Exchange Data by TXSE, which is currently fifteen (15) minutes.
- **Real-time Data** – Exchange Data distributed prior to the expiration of the Delay Period.
- **Delayed Data** – Exchange Data distributed after the Delay Period.
- **End-of-Day Data** – Exchange Data distributed after the market has closed for the current trading day and after the Delay Period.

Controlled Data Distributors of Delayed Data are not required to qualify Data Users in respect of receipt of Delayed Data identified in the Controlled Data Distributor Requirements section of these Market Data Policies. Thus, Controlled Data Distributors of Delayed Data are not required to administer a Subscriber Agreement or equivalent with such Data Users. In addition, Uncontrolled Data Distributors of Delayed Data are not required to obtain a Data Agreement from Data Users (including Data Feed Subscribers) receiving Delayed Data.

Uncontrolled Data Distributors are required to report Data Feed Subscribers of Delayed Data to TXSE only upon request.

Each Delayed Data Distributor must obtain approval and describe, using the Exchange Data Order Form and System Description, its system(s) used to distribute Delayed Data externally to any Data Users (including Data Feed Subscribers) that are not affiliates of the Data Recipient. Data Feed Subscribers of Delayed Data are not permitted to redistribute the Delayed Data as an Uncontrolled Data Distributor. The waiver of the qualification and agreement requirements by TXSE does not limit the Controlled Data Distributor's or Uncontrolled Data Distributor's obligations as described within the Data Agreement executed with TXSE.

For Controlled Data Distributors providing Delayed Data, TXSE requires that an appropriate delay message be provided to subscribers for all displays of such Delayed Data. The delay message must prominently appear on all displays containing Delayed Data, such as at or near the top of the page. In the case of a ticker, the delay message should be interspersed with the market data at least every ninety (90) seconds. Examples of appropriate delay messages are as follows: "Data Delayed 15 minutes", "Data Delayed 24 hours", "Delayed Data", "Del-15" and "Data Delayed until Midnight ET". Alternatives for Exchange Data time delay notice attribution on displays may be permitted with the prior written approval of TXSE if the alternative accurately and unambiguously describes the duration of the delay of the Exchange Data. Requests for alternative notice text may be made via email to [marketdata@txse.com](mailto:marketdata@txse.com).

## 12. Derived Data

**“Derived Data”** is pricing data or other data that (i) is created in whole or in part from Exchange Data; (ii) is not an index or financial product as described below; and (iii) cannot be readily reverse-engineered to recreate Exchange Data or used to create other data that is a reasonable facsimile or substitute for Exchange Data. Generally, Derived Data usage is not considered fee liable. There may be certain exceptions to fee liability depending on the data feed used to create the Derived Data and the Derived Data being created. Please review the product Fee Schedule on the Website, which will describe any applicable exceptions, or contact [marketdata@txse.com](mailto:marketdata@txse.com) for more information.

Data Recipients distributing Derived Data must use the Exchange Data Order Form and System Description to describe any Derived Data created using Exchange Data. Distributors of Derived Data are not required to report Data Users receiving Derived Data. Distribution of Derived Data does not require the Data User receiving Derived Data to sign a Data Agreement with TXSE. If a distributor opts not to administer a Subscriber Agreement or equivalent, then the distributor is required to indemnify TXSE in the event of a claim.

Notwithstanding the definition and rights with respect to Derived Data described above, Data Recipient shall not use, or permit any third party to use, any Exchange 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 Exchange Data, in each case unless and until Data Recipient has entered into a separate license agreement with TXSE or, with respect to any Exchange Data owned by a third party, the applicable provider of such Exchange Data.

For purposes of clarity, a Data Recipient is not permitted to externally distribute TXSE Top or TXSE Last Sale feed data that is derived from the TXSE Depth feed unless the Data Recipient subscribes to the TXSE Top feed, TXSE Depth feed or TXSE Last Sale feed, as applicable.<sup>5</sup>

## 13. Fees

Fees for Exchange Data are displayed on the TXSE Fee Schedule maintained on the Website at: [www.txse.com](http://www.txse.com).

A Data Recipient is liable for the applicable Exchange Data fees during the time period when the Data Recipient was enabled (or “entitled”) to access the Exchange Data whether or not they actually accessed the Exchange Data. A Data Recipient must provide information evidencing the date as of which it no longer had access

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<sup>5</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.

to the Exchange Data (such as a written confirmation from their Uncontrolled Data Distributor).

If a Data Recipient is distributing an Exchange Data product internally and externally, the Data Recipient will be required to pay both the Internal Distribution Fee and the External Distribution Fee.

If a Data Recipient is receiving identical Exchange Data from (i) multiple Uncontrolled Data Distributors or (ii) from one or more Uncontrolled Data Distributors and TXSE, the Data Recipient will only be required to pay the applicable distribution fee(s) once to TXSE (i.e., the Internal Distribution Fee and/or the External Distribution Fee – depending on whether the Data Recipient is distributing the Exchange Data internally and/or externally).

### *Display Usage Fees*

For Controlled Data Distributors, Display Usage fees (including Enterprise or Digital Media Enterprise fees, if applicable) for Data Users will be collected by the Controlled Data Distributor and then remitted to TXSE. For Controlled Data Distributors of Exchange Data, Display Usage fees will apply for all Data Users except those Data Users using Exchange Data solely for the purpose of software development, quality assurance testing, sales support relating to redistribution or for technical monitoring of systems using Exchange Data and not in support of other commercial/business functions.

### *Non-Display Usage Fees*

Non-Display Usage fees will apply to Data Recipients that use TXSE Depth Exchange Data<sup>6</sup> for one or both of the following categories of Non-Display Usage: (i) Non-Display Usage by Trading Platforms; and (ii) Non-Display Usage not by Trading Platforms. Non-Display Usage by Trading Platforms includes use of Exchange Data in an execution platform operated as or by a registered National Securities Exchange (as defined in Section 3(a)(1) of the Exchange Act), an Alternative Trading System (as defined in Rule 300(a) of Regulation ATS), or an Electronic Communications Network (as defined in Rule 600(b)(36) of Regulation NMS). Non-Display Usage not by Trading Platforms includes trading uses such as high frequency or algorithmic trading as well as any trading in any asset class, automated order or quote generation and/or order pegging, price referencing for smart order routing, operations control programs, investment analysis, order verification and management, surveillance programs, risk management, compliance and portfolio management.

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<sup>6</sup> Under TXSE Rule 13.008, TXSE anticipates renaming its TXSE Depth data feed product as TXSE FEED, and may collapse its TXSE Top and TXSE Last Sale feeds into a single product pursuant to a TBD rule filing with the Securities and Exchange Commission.

There are separate fees charged for: (i) Non-Display Usage by Trading Platforms; and (ii) Non-Display Usage not by Trading Platforms. The fee for Non-Display Usage by Trading Platforms is charged only once per Data Recipient regardless of the number of Trading Platforms operated by such Data Recipient and/or its affiliates. Similarly, the fee for Non-Display Usage not by Trading Platforms is charged only once per Data Recipient regardless of the number of non-display uses (including systems or devices) by such Data Recipient and/or its affiliates. A Data Recipient that uses Exchange Data for both Non-Display Usage by Trading Platforms and Non-Display Usage not by Trading Platforms will be charged the applicable fee for each category of Non-Display Usage only once, and those combined fees represent the maximum charge per month for such Data Recipient with respect to Non-Display Usage.

### *Fee Exemptions*

Upon request, a Data Recipient may be eligible for an exemption of Exchange Data fees (including Internal/External Distributor fees and Display/Non-Display Usage Fees) while the Data Recipient is receiving Exchange Data and is in the process of development work and/or testing to facilitate the intended distribution or use of the Exchange Data.

Upon written request to TXSE, TXSE may waive any fees under the Data Agreement for a government or regulatory agency with jurisdiction over TXSE or one or more of its affiliates. Such fee waiver requests are considered on a case-by-case basis.

## **14. Audit**

TXSE has the right to conduct comprehensive audits of Data Recipients during normal business hours, upon reasonable advance notice, to verify the accuracy of reports in accordance with Regulatory Requirements and to ensure that the type and amount of fees calculated or stated to be payable to TXSE are complete and accurate. Additionally, the purpose of the audits is to ensure that Data Recipients that distribute Exchange Data are complying with the terms of their agreements with TXSE and verify that they are in compliance with Regulatory Requirements. While on Data Recipient's premises, TXSE or its appointed designee shall comply with Data Recipient's written reasonable confidentiality and security policies and procedures to the extent made known by Data Recipient to TXSE or its appointed designee. In no event will TXSE or its appointed agent audit Data Recipient more than once in any twelve (12)-month period, unless necessary due to a reasonable suspicion of non-compliance with any material provision of the Data Agreement. Data Recipient shall comply promptly with any reasonable request from TXSE for information regarding Data Recipient's receipt, storage, processing, commingling, display and redistribution of Exchange Data. TXSE shall send Data Recipient notice of any third-party auditors; Data Recipient must submit objections, if any, within ten (10) business days. Audits may cover a Data Recipient's market data infrastructure for three (3) years preceding the date of the audit, including looking

at records after the Data Agreement has been terminated. The Data Recipient's liability shall be limited to unpaid fees, together with interest, for underreporting, underpayment or other financial noncompliance that has occurred during the audit period, plus any costs and expenses as set forth above, *provided* such underreporting, underpaying or other financial non-compliance is a result of a good faith error by Data Recipient.