

IEX Market Data Trial Addendum

This Market Data Trial Addendum is delivered in connection with, and shall constitute a part of, the undersigned Data Subscriber's IEX Data Subscriber Agreement with Investors' Exchange LLC ("IEX"). All capitalized terms used herein that are not defined in this Market Data Trial Addendum shall have the respective meanings given to them in the IEX Data Subscriber Agreement and IEX Market Data Policies, as applicable. By submitting this Market Data Trial Addendum, Data Subscriber agrees that it and its Affiliates' provision of a Trial of IEX Market Data shall comply with the terms and conditions of the IEX Data Subscriber Agreement and IEX Market Data Policies.

- 1. Market Data Trial License.** Data Subscriber may provide IEX Market Data to its Data Users and External Data Subscribers for Trial usage, solely in accordance with this Market Data Trial Addendum and the IEX Market Data Policies.
- 2. Disclaimer.** Data Subscriber acknowledges and agrees that: (a) any and all IEX Market Data provided under this Market Data Trial Addendum is provided on an "as is", "where is", and "as available" basis, without representations or warranties of any kind, express or implied; (b) as between IEX and Data Subscriber, Data Subscriber shall be solely responsible and liable for all receipt, use, and distribution of any IEX Market Data pursuant to this Market Data Trial Addendum, and; (c) under no circumstances shall the IEX Indemnified Parties have any liability for any indirect, special, exemplary, incidental, punitive, or consequential damages of any nature (including but not limited to, damages for loss of business, loss of profits, loss of revenues or anticipated profits, business interruption, loss of or damage to data, trading losses, reputational damages, lost savings or other similar pecuniary or indirect loss), resulting from, in connection with, or arising out of this Market Data Trial Addendum, even if the IEX Indemnified Parties have been advised of the possibility of such damages, to the maximum extent permitted by law. IEX does not represent or warrant that the IEX Market Data will meet any or all of Data Subscriber's particular requirements, that the IEX Market Data will be completely secure, or that any errors in the IEX Market Data can be found in order to be corrected.
- 3. Indemnification.** In addition to its obligations set forth under Section 16 of the IEX Data Subscriber Agreement, Data Subscriber shall indemnify, defend, and hold harmless the IEX Indemnified Parties and any third parties that provide information, goods, and services to IEX in connection with this Market Data Trial Addendum from and against any and all Claims and Losses imposed on, incurred by, or asserted against the IEX Indemnified Parties by a third party or government agency resulting from, in connection with, or arising out of (a) any receipt, use, or distribution of IEX Market Data by Data Subscriber under this Market Data Trial Addendum, and (b) any receipt, use, distribution, or any inability to receive, use, or distribute, or any reliance upon the IEX Market Data by any Data User or External Data Subscriber to which Data Subscriber provides IEX Market Data for Trial usage, whether or not authorized by Data Subscriber.
- 4. Miscellaneous.** This Market Data Trial Addendum amends and supplements the IEX Data Subscriber Agreement and all terms and conditions thereof are hereby incorporated by reference herein. In the event of any conflict between the terms and conditions of this Market Data Trial Addendum and the terms and the conditions of the IEX Data Subscriber Agreement, the terms of this Market Data Trial Addendum shall control.

IEX Market Data Products for Trial Usage. Data Subscriber shall have access to the following IEX Market Data product(s) for Trial usage for internal use and/or external distribution to External Data Subscribers:

	<u>Internal Use</u>	<u>External Distribution</u>
TOPS (Top of Book and Last Sale Feed)	<input type="checkbox"/>	<input type="checkbox"/>
DEEP (Depth of Book and Last Sale Feed)	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF the parties hereto have caused this Market Data Trial Addendum to be executed by their duly authorized representatives.

Investors' Exchange LLC

Data Subscriber Name: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____