

ICE Data, LP 5560 New Northside Drive, 3rd FI Atlanta, GA 30328 USA www.theice.com

ELECTRONIC SITE LICENSE AGREEMENT

S2F End of Day Enterprise Reports

INSTRUCTIONS FOR COMPLETING THE SITE LICENSE SUBSCRIPTION FORM

This subscription form should be used by companies wishing to subscribe to the ICE Data S2F END OF DAY ENTERPRISE REPORTS available as a site license.

Section 1	Subscriber Details and Billing Information
Subscriber Details	Please provide general details of the company and details of the authorized signatory to this contract.
Billing Information	Please provide us with a point of contact within your organization that will process invoices.
Section 2	Total Subscriptions Requested
	Please check the appropriate market data licenses you require for each of the available S2F ICE Data End of Day publication.
Monthly Fees:	Your company will be billed according to the market reports that are selected in the form on a monthly basis.
Sales tax:	Sales tax/ Value added tax will be applied when the invoices are processed.
Section 3	Individual User details for E- mailing purposes
	Please specify the name and contact details (e-mail and telephone number) of the persons who are authorized to receive the reports. These contacts will act as administrators to the account and will be contacted for any reason pertaining to this service.
Section 4	Site License Terms and Conditions
	Please return the completed form with authorized signature by one of the following methods of delivery:
	1) by post to: ICE Data, LP, c/o Geraldine Antonio 55 East 52 nd Street, 40 th Floor, New York, NY 10055 +001 646 733 5000
	2) Please send an electronic copy by email to: icedata@theice.com

SUBSCRIPTION FORM

Section 1

Subscriber Details and Billing Information

Subscriber Details:	Billing Information:	
Company:	Requested Service Start Date:	
Subscription Contact:	Billing Contact:	
Address:	Address (if different):	
Zip / Postcode:	Zip / Postcode:	
Country:	Country:	
Phone:	Phone:	
Fax:	Fax:	
Email:	Email:	

¹Section 2

TOTAL SUBSCRIPTIONS REQUESTED

Publications	Mark the Publication of Interest Below	Monthly Fees per Publication
ICE Data North American Gas EOD Report		USD 3,000 per month
ICE Data North American Power EOD Report		USD 3,000 per month
ICE Data Global Oil EOD Report		USD 3,000 per month
ICE Data NGL EOD Report		USD 1,500 per month
ICE Data Physical Environmental EOD Report		USD 2,000 per month
TOTAL SUBSCRIPTION FEES:		

Section 3

INDIVIDUAL ADMIN DETAILS FOR SITE LICENSES

	Names of Authorized Users	User Email Addresses and contact Telephone numbers	Name of Department / Group
1		Tel.	
2		Tel.	
3		Tel.	
4		Tel.	
5		Tel.	
6		Tel.	
7		Tel.	
8		Tel.	
9		Tel.	
10		Tel.	

Section 4

SITE LICENSE TERMS AND CONDITIONS

Upon acceptance of this Agreement by ICE Data, LP ("ICE Data"), ICE Data will grant to the entity ("Subscriber") identified on the Subscription Form attached to these Site License Terms and Conditions ("Terms") a limited, non-exclusive, non-assignable, non-transferable license to receive the ICE Data Publication(s) selected and provide the maximum number of Authorized Users specified on the Subscription Form with access to such ICE Data Publication(s) subject to these Terms. Capitalized terms used in these Terms have the meanings specified in Section 11 below unless otherwise defined.

- 1. <u>Term</u>. The initial term for each Subscription is one (1) year commencing on the date ICE Data begins distributing the selected ICE Data Publication to Subscriber (subject to Section 6). Each Subscription will automatically renew each year for a term of one (1) year unless (a) the Subscription is terminated by either party by giving written notice to the other party at least 30 days prior to the end of the then current term, or (b) ICE Data decides to cease publishing the ICE Data Publication, in which case ICE Data may terminate the Subscription for such ICE Data Publication immediately. Subscriber's continuing obligations under this Agreement, including, without limitation, those relating to "Payment for Subscription; Taxes" and "Proprietary Rights of ICE Data and Others", will survive the termination of any Subscription. Notwithstanding anything to the contrary in this Agreement, ICE Data may alter the organization, format, content and/or frequency of the ICE Data Publications at any time in its sole discretion.
- 2. Payment for Subscription; Taxes. Fees for Subscriptions plus applicable taxes are payable either (i) monthly in arrears or (ii) annually in advance to be agreed between Subscriber and ICE Data. Fees are due in full within 30 days from issuance of invoice by ICE Data in accordance with the payment instructions included in the invoice. If Subscriber has not received the first invoice within 3 weeks of sending this Agreement to ICE Data, Subscriber agrees to so notify ICE Data promptly. ICE Data may in its sole discretion change the amount of or frequency of payment for Subscription fees by giving notice to Subscriber at least 10 days prior to the date upon which such change is to become effective. Subscriber is responsible for all applicable taxes, including but not limited to sales, use, transfer and value added taxes. If Subscriber fails to pay any invoice within 30 days of issuance, Subscriber shall be liable for interest thereon (before and after judgment) at a rate per month equal to 2% (or the rate permitted by applicable law, if lower).
- 3. <u>Restrictions on Use, Access</u>. Subscriber will permit only the number of Authorized Users specified with respect to an ICE Data Publication on the Subscription Form to access or otherwise receive such publication (whether simultaneously or not) and will not permit any employees of Subscriber other than Authorized Users to access or otherwise receive or use the ICE Data Publications subscribed without the express written consent of ICE Data. The ICE Data Publications shall be accessed and used by Authorized Users exclusively for valid purposes related to Subscriber's own internal business activities (excluding the activities of Subscriber's affiliates). Except as expressly permitted by this Agreement, Subscriber will not, and will ensure that its Authorized Users do not, copy, reproduce, retransmit, redistribute, furnish, communicate or otherwise make available any portion, derivation or revision of the ICE Data Publications in any medium, print or electronic, in any manner, whether within or outside the Subscriber entity, without the express written consent of ICE Data. Subscriber is permitted to electronically process and comingle the data contained in the ICE Data Publications received pursuant to this Agreement solely for valid purposes related to Subscriber's internal business activities (excluding the activities of Subscriber's affiliates). Only Authorized Users are permitted to receive any new data that is derived from the processing or co-mingling of data contained in an ICE Data Publication. Subscriber will not, and will ensure that its Authorized Users do not, use or co-mingle data contained in ICE Data Publications or permit such data to be used or co-mingled with information from any other source in constructing or calculating the value of any new price reference or data, index or indexed products that will be distributed outside of Subscriber's organization. Subscriber may use Index Data for purposes of pricing and settlement of transactions to which it is a party or with respect to which it is acting as a broker. Subscriber will inform all Authorized Users of the restrictions set forth in this Agreement and terminate access to the ICE Data Publication(s) subscribed by any Authorized User who violates these restrictions. Subscriber will implement and enforce sufficient security measures and policies to ensure compliance with restrictions on use of and access to the ICE Data Publications as specified in this Agreement and will ensure that Authorized Users maintain sole control and possession of, and sole access to, the ICE Data Publications subscribed. During regular business hours and upon reasonable notice to Subscriber, ICE Data representatives will be entitled to access Subscriber's offices or locations to verify compliance with the restrictions on use and access set forth in this Agreement.

- 4. <u>Storage, Archiving of ICE Data Publications and Their Content</u>. Except as provided in this clause 4, Subscriber will not store, in print, electronic or other form, or otherwise archive, and will not permit its Authorized Users to so store or archive, any ICE Data Publications, in whole or in part, received pursuant to this Agreement. Notwithstanding anything herein to the contrary, an Authorized User is permitted to (a) store or archive data contained in a ICE Data Publication on his or her own computer for such person's own use, and (b) use such data in applications available exclusively to Authorized Users of the relevant ICE Data Publication, *provided* that, in any such case, the Authorized User stores and uses such data solely for valid purposes related to Subscriber's internal business activities (excluding the activities of Subscriber's affiliates) and *provided further* that such storage or use does not cause such ICE Data Publications to be shared with persons who are not Authorized Users.
- 5. Proprietary Rights of ICE Data and Others. Subscriber acknowledges and agrees that the ICE Data Publications contain trademarks and other proprietary information and that ICE Data and its affiliates have exclusive and valuable property rights in and to the content of the ICE Data Publications that such ICE Data Publications constitute valuable confidential information, trade secrets and/or proprietary rights of ICE Data Publications shall remain valuable confidential information, trade secrets and/or proprietary rights of ICE Data and its affiliates not within the public domain, that such ICE Data Publications shall remain valuable confidential information, trade secrets and/or proprietary rights of ICE Data and its affiliates, and that, but for this Agreement, Subscriber would have no rights or access to such ICE Data Publications. Subscriber acknowledges and agrees that none of the foregoing proprietary rights are transferred by this Agreement. Subscriber agrees to protect the proprietary rights of ICE Data and its affiliates in the ICE Data Publications during and after the term of this Agreement and further agrees to cooperate with all reasonable requests by ICE Data to protect such rights. Subscriber will not, and will not permit its Authorized Users to delete or obscure any copyrights, trademarks, or other notices provided by ICE Data as part of or in connection with the ICE Data Publications.
- 6. <u>Disclaimer of Warranty</u>. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE ICE Data PUBLICATIONS ARE PROVIDED ON AN "AS IS" BASIS AND NEITHER ICE Data NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ICE Data PUBLICATIONS, OR THE TRANSMISSION, TIMELINESS, ACCURACY, USEFULNESS, ADEQUACY OR COMPLETENESS OF THE ICE Data PUBLICATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
- 7. Limitation of ICE Data Liability. Neither ICE Data nor its directors, officers, employees, agents or affiliates, are liable to Subscriber or any other person for any delays, inaccuracies, errors or omissions in ICE Data Publications or their content, or delays or interruptions in the transmission or delivery thereof, or for any other damages, whether direct or indirect, arising in connection with Subscriber's receipt or use of or reliance upon the ICE Data Publications or their content, in whole or in part, whether or not resulting from negligence on the part of ICE Data, a Force Majeure Event or any other cause beyond ICE Data's reasonable control. If the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, the cumulative liability of ICE Data, its directors, officers, employees, agents and affiliates shall not exceed the actual amount of loss or damage, or, in the aggregate, the cumulative sum of five hundred dollars (\$500.00), whichever is less. Notwithstanding anything herein to the contrary, in no event will ICE Data or any of its directors, officers, employees, agents or any of its directors, officers, employees.
- 8. ICE Data Remedies. Subscriber acknowledges and agrees that disclosure of the ICE Data Publications in whole or in part, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to ICE Data for which money damages would be an inadequate remedy. Accordingly, Subscriber further agrees that ICE Data shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of market data contained in ICE Data Publications) in addition to and not in limitation of any other legal or equitable remedies which may be available.
- 9. <u>Miscellaneous.</u> This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof, including any purchase order or other instrument signed by Subscriber or an Authorized User, the terms of which shall be of no effect and shall not in any way extend or alter the terms or conditions of this Agreement. All additions or modifications to this Agreement must be made in writing and must be signed by a duly authorized representative of ICE Data. This Agreement is not assignable or transferable by Subscriber without the written approval of ICE Data. This Agreement is governed by and shall be construed in accordance with New York law.

- 10. Dispute Resolution. Subscriber agrees that any controversy or claim arising out of or relating to these Terms or the breach thereof or otherwise relating to Subscriber's access to or use of ICE Data Publications shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subscriber agrees that any such arbitration shall be conducted in New York, New York or at such other location as may be agreed by Subscriber, ICE Data and the arbitrator(s). Notwithstanding the foregoing, Subscriber acknowledges and agrees that a breach by Subscriber or its Authorized Users of these Terms may be enjoined through injunctive proceedings, and Subscriber hereby consents to the jurisdiction of any federal or state courts located in New York, New York, New York with respect to any such action. SUBSCRIBER EXPRESSLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.
- **11. Definitions.** "Agreement" means the Subscription Form completed by or on behalf of Subscriber and these Terms, which, taken together, constitute the binding agreement of Subscriber and ICE Data upon acceptance thereof by ICE Data (acceptance being evidenced for this purpose by ICE Data's commencement of delivery of the relevant Subscription(s) requested by Subscriber). "Authorized User" means an employee of Subscriber specified as such in the Subscription Form. "Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions. "ICE Data Publications" refers to any of the End of Day Reports distributed by ICE Data pursuant to this Agreement, whether provided in PDF or electronic format or otherwise, and the content of those reports, including without limitation information and data contained in those publications pertaining to any commodity and other contracts traded on a platform operated by IntercontinentalExchange, Inc. or its affiliates, such as opening and closing range prices, high-low prices, bid and ask prices, last sale prices, settlement prices, estimated and actual contract volume data and contract specifications, as well as information, data and materials that are derived from the foregoing and that convey information that is substantially equivalent to such market data. "person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization. "Subscription" means a subscription to a ICE Data Publication. "Subscription Form" means the subscription form that precedes these Terms. "Terms" means these Site License Terms and Conditions.

Date.	 -	
SUBSCRIBER		
By: (Signature)	 	
Name :	 	
Title:	 	
Company:	 	
ICE DATA, LP		
By: (Signature)	 	
Name :	 	
Title:	 	