

FDX API License Agreement

Last Modified: 13 November, 2019.

This FDX API License Agreement (this “**Agreement**”) is a binding contract between you (“**you**” or “**your**” or “**Affiliate**”) and Financial Data Exchange, a Delaware entity (“**FDX**,” “**we**,” or “**us**”). This Agreement governs your access to and use of the FDX API.

BY CLICKING THE “I ACCEPT,” “AGREE” OR OTHER ACKNOWLEDGMENT REFERENCING THIS AGREEMENT, OR BY ACCESSING OR USING THE FDX API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE FDX API.

Definitions.

“**API**” means the FDX API (formerly known as the Durable Data API) specification and any API Documentation or other API materials made available by FDX on its website:

<https://financialdataexchange.org/>

“**API Documentation**” means the API documentation described at

<https://financialdataexchange.org/> from time to time as part of or connected to the API.

“**Third Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, or specifications, products relating to the API that are not proprietary to FDX.

“**Your Application(s)**” means web or other software services or applications developed by you based on, or utilizing the API.

1. **License Grant.** Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement to use the API in developing Your Application(s) and allowing You and others to use the API as part of the use of Your Application. You acknowledge that there are no implied

licenses granted under this Agreement. We reserve all rights that are not expressly granted. To the extent the API references any Third Party Materials that you choose to use in developing Your Application, you are responsible for complying with any license and/or terms of use associated with such Third Party Materials with the respective rights holders of such Third Party Materials, and no license to use such Third Party Materials is provided under this Agreement.

2. **Use Restrictions.** Except as expressly authorized under this Agreement, you may not:
 1. copy, modify, or create derivative works of the API (other than as needed to use the API in accordance with Section 3), in whole or in part;
 2. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;
 3. remove any proprietary notices from the API; or
 4. use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
3. **Your Applications.** As between you and us, you are responsible for all acts and omissions of yourself and your end users in connection with Your Applications. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.
4. **No Support; Updates.** This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an “**Update**”). Updates may adversely affect how Your Applications work with other programs. Your continued use of the API following an Update constitutes binding acceptance of the Update.
5. **Intellectual Property Ownership; Feedback.** You acknowledge that, as between you and us, (a) we, and the respective rights holders in the Third Party Materials, own all right, title, and interest, including all copyrights rights, in and to the API and (b) you own all right, title, and interest, including all intellectual property rights, in and to Your Application(s), excluding the aforementioned rights in Section 5(a). You will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques,

or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

6. **Disclaimer of Warranties.** THE API IS PROVIDED “AS IS” AND FDX, ITS MEMBERS AND THEIR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE CONTENT OF THIS API IS FREE OF ERRORS. FOR THE AVOIDANCE OF DOUBT, FDX HAS NOT MADE ANY SEARCH OR INVESTIGATION AS TO THIRD PARTIES THAT MAY CLAIM RIGHTS IN OR TO ANY APIS OR ANY INTELLECTUAL PROPERTY THAT MAY BE REQUIRED TO IMPLEMENT ANY APIS AND IT DISCLAIMS ANY OBLIGATION OR DUTY TO DO SO.
7. **Indemnification.** You agree to indemnify, defend, and hold harmless FDX and its members, officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising from or relating to (a) your use or misuse of the API, (b) your breach of this Agreement, and/or (c) Your Applications, including any end user’s use thereof. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.
8. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FDX, ITS MEMBERS AND THEIR AFFILIATES DISCLAIM ALL LIABILITY ARISING OUT OF OR RELATING TO USE OF THIS API AND ANY INFORMATION CONTAINED IN THIS API, INCLUDING LOST REVENUE, PROFITS, DATA OR PROGRAMS, OR BUSINESS INTERRUPTION, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF FDX, ITS MEMBERS OR THEIR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.
9. **Term and Termination.** The term of this Agreement commences when you access the API and will continue in effect until terminated as set forth in this Section. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive termination. Termination will not limit any of FDX’s rights or remedies at law or in equity.

10. **Compliance with Laws.** Products, programs, applications or other services containing the API (“**FDX Products**”) and their combination, operation, use, implementation, and distribution may be subject to regulatory controls under the laws and regulations of numerous countries that regulate financial products. You are solely responsible for complying with all applicable laws and regulations and for obtaining any and all required authorizations, permits, or licenses in connection with your use of this specification and development and distribution of FDX Products. Nothing in this specification provides any information or assistance in connection with complying with applicable laws or regulations or obtaining required authorizations, permits, or licenses.
11. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You shall be notified of modifications through notifications or posts on <https://financialdataexchange.org/>. You will be responsible for reviewing and becoming familiar with any such modifications.
12. **Governing Law and Jurisdiction.** This Agreement is given and made in the State of Delaware. This Agreement is subject to the laws of the United States and Delaware law, without regard to its choice of law provisions, and suit, if any, must be brought exclusively within the courts of the State of Delaware. You agree to submit to the jurisdiction of the courts located in the State of Delaware. You waive the right to trial by jury in any action that may be brought hereunder.
13. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our headquarters address available at <https://financialdataexchange.org/> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.