

The Terms and Conditions of this Agreement shall be effective as of April 3, 2017. If you do not agree to be bound by this Agreement, please discontinue use of the Services prior to April 3, 2017.

This Nasdaq Listing Center Terms of Service ("**Agreement**") is a contract in electronic form between you ("**User**", "**you**", "**your**" and "**yourself**") and Nasdaq Inc. and its parents, successors, subsidiaries, affiliates, ("**Nasdaq**"), a Delaware Corporation whose principal place of business is located at One Liberty Plaza, 165 Broadway, New York, NY 10006.

By registering, logging onto the Site or using the Services, you agree to the terms and condition of this Agreement.

**NOTICE OF ARBITRATION AGREEMENT  
THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.**

All disputes between you and Nasdaq will be resolved by binding arbitration. You thus give up your right to litigate disputes with us in court (except for matters that may be taken to small claims court). Disputes will be decided by a neutral arbitrator and not a judge or jury.

You are entitled to a fair hearing, but arbitration procedures are simpler and more limited than court proceedings. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

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- 1. Registration.** To access and participate in the Services, User must complete the registration process and create an account ("**Account**") by providing current, complete and accurate information as prompted by the registration form. Only natural persons who are, at all times, while using the Service associated with either: (a) a company listed on The Nasdaq Stock Market; or (b) planning to list on the Nasdaq Stock Market may register for an Account (collectively, an "**Applicant**"). User may access the Service only through a password issued by Nasdaq. User may not transfer, assign or share the password with any other individual or entity, without Nasdaq's prior written approval. User shall take reasonable security precautions to prevent an unauthorized individual or entity from gaining access to the Service, and shall comply, at User's expense, with all reasonable security specifications or instructions of Nasdaq in order to prevent the Service from being improperly used or accessed. User is responsible for any activities or actions under Company's Account, whether or not User has authorized such activities or actions, and User must promptly notify Nasdaq of any unauthorized use of User's Account. Registration is subject to Nasdaq's prior approval and User's compliance with the Agreement. Nasdaq reserves the right to refuse registration for any reason. By creating an Account, User acknowledges and agrees that during the term of this Agreement Nasdaq shall have the right to contact User regarding any Nasdaq Listing Services.
  - 2. Grant of License.** Nasdaq grants to User a non-exclusive, non-assignable, non-transferable license to use the Nasdaq Listing Center and associated documentation (collectively, the "**Service**") and any content or data included therein ("**Data**") solely for Applicant's internal business purposes in accordance with the terms and conditions detailed herein. User may share Data to a third party that is also associated with the Applicant. Any reproduction of the Data shall include all titles, trademarks, copyright, proprietary and restricted rights notices.
  - 3. Restrictions.** Except as detailed above, User shall not market, sell or distribute the Data or otherwise provide the Data to any third parties. User shall not share, transfer, disclose, copy, publish or create derivative works from the Data or the Service without Nasdaq's prior written approval. User shall not use the Services or any process to damage, disable, impair, or otherwise attack the Services or the networks connected to the Services. User will not attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Data. User will not engage in the operation of any illegal business; use or permit anyone else to use the Service or the Data, or any part thereof for any illegal purpose. To prevent violations and

enforce this Agreement and remediate any violations that Nasdaq deems, in its sole discretion, may take necessary and appropriate actions without notice to you.

4. **Change in Service.** User acknowledges and agrees that nothing in this Agreement constitutes an undertaking by Nasdaq to provide updates, modifications or enhancements to the Service or to continue providing the Service, or any aspect or portion of the Service, in the future. Nasdaq may, in its sole discretion, change any aspect of a Service or discontinue a Service without notice.
5. **Access.** You are responsible for obtaining at your own expense all equipment and services needed to access the Services. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. Nasdaq does not guarantee that its Services can be accessed through all wireless devices or service plans or are available in all geographical locations.
6. **Ownership.** User acknowledges that all intellectual property rights and trade secrets, in and to the Service and Data belong to Nasdaq, whether or not marked. No title to the Service is transferred to User for any purpose not inconsistent with the terms described herein and in accordance with all applicable laws, statutes and regulations. User shall not take any action to interfere with Nasdaq's rights in the Data and Service.
7. **Confidential Information.** User acknowledges that the Service and Data is considered confidential and proprietary information belonging to Nasdaq. User shall use the same standard of care that it uses to protect Applicant's own confidential or proprietary information, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or publication of the confidential or proprietary information. The duties in this Section do not apply to information which when compiled and presented in this form is: (1) lawfully within User's possession, prior to this Agreement; (2) voluntarily disclosed to User by a third-party so long as that party does not breach any obligation not to reveal such information; (3) voluntarily disclosed to the public by Nasdaq; or (4) generally known to the public. The obligation of non-disclosure shall survive for as long as Nasdaq treats the information disclosed to User as confidential.
8. **NASDAQ'S LIMITATION OF LIABILITY.** THIS LIMITATION OF LIABILITY DOES NOT INCLUDE NASDAQ'S WILLFUL TORTIOUS MISCONDUCT. EXCEPT WHERE NASDAQ IS INDEMNIFYING THE USER AS SET FORTH HEREIN, IF NASDAQ IS FOR ANY REASON HELD LIABLE TO USER, OR TO ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE APPLICANT, WHETHER IN CONTRACT OR IN TORT, THE LIABILITY OF NASDAQ WITHIN A SINGLE YEAR OF THE AGREEMENT IS LIMITED TO THE GREATER OF: (1) ONE YEAR'S CHARGES, IF ANY; OR (2) \$50.00.
9. **CONSEQUENTIAL DAMAGES.** NASDAQ SHALL NOT BE LIABLE TO USER OR TO ANY OTHER ENTITY OR INDIVIDUAL, INCLUDING, BUT NOT LIMITED TO THE APPLICANT, FOR ANY LOSS OF PROFITS, REVENUES, TRADES OR DATA OR FOR ANY DAMAGE TO USER'S EQUIPMENT, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ AND/OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES DO NOT ALLOW US TO LIMIT OUR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THOSE STATES, NASDAQ'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.
10. **WARRANTY.** THERE ARE NO STANDARDS OF PERFORMANCE FOR THIS SERVICE. NASDAQ AND ITS PROVIDERS PROVIDE THE SERVICE AND DATA "AS IS" AND MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND EXPRESS, IMPLIED OR STATUTORY REGARDING USE OF THE SERVICE OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE DATA. NASDAQ AND ITS PROVIDERS DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW US EXCLUDE CERTAIN WARRANTIES. IN THOSE STATES, NASDAQ'S WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW.

- 11. Force Majeure.** Notwithstanding any other term or condition of this Agreement, Nasdaq shall not be obligated to perform or observe their obligations undertaken in this Agreement if prevented or hindered from doing so by circumstances beyond its control.
- 12. Indemnification.** User will indemnify and hold harmless Nasdaq and its employees, officers, directors, Providers and other agents from any and all claims and losses imposed on, incurred by or asserted as a result of or related to: (a) any non-compliance by User with the terms and conditions hereof; or (b) any third-party actions related to User's receipt and use of the Services and Data, whether authorized or unauthorized under the Agreement. Any cooperation by Nasdaq in such defense is without waiver of any attorney-client, work product, or other legal privileges. Nasdaq shall indemnify and hold harmless the User against any claims and losses imposed on, incurred by or asserted as a result of any alleged infringement or misappropriation by the Service of any third parties' U.S. or European Community intellectual property rights up to \$100.00. Nasdaq's obligations to indemnify under this Section shall be conditioned on the following: (1) User shall promptly, but, in any event, in a time frame that does not prejudice the rights of User or Nasdaq, notify Nasdaq in writing of the claim, action or allegation; and (2) Nasdaq shall have sole control of the defense and related settlement negotiations. Nasdaq shall not have the obligation to indemnify and hold User harmless for any claims and losses imposed on, incurred by or asserted against User as a result of any allegation of infringement or misappropriation if the Service has not been used in accordance with this Agreement.
- 13. Term and Termination.** This Agreement may be terminated by User upon Notice to Nasdaq. Upon Notice to User, Nasdaq may terminate this Agreement at any time for any reason including, but not limited to, User's breach of any term of this Agreement, the delisting of Applicant from The Nasdaq Stock Market, the Applicant listing on a third party exchange, or the discovery of the untruth of any representation of User.
- 14. Notices.** All notices and other communications required under this Agreement shall be in writing and shall be directed to: (a) Nasdaq, Inc. One Liberty Plaza, 165 Broadway, New York, New York 10006-1401, Attn: Listing Qualifications; with, in the event of Notice of dispute or default, a required copy to Nasdaq, Inc. Office of the General Counsel, 805 King Farm Boulevard, Rockville, MD 20850; or (b) to User at the address and addressed to the person that the Service password was sent. Notice shall be deemed to have been duly given upon actual receipt by a party, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or any other address, as any party hereto shall hereafter specify by Notice to the other party hereto.
- 15. Arbitration.** Any claim, dispute, controversy or other matter in question with regard to this Agreement shall be submitted to the American Arbitration Association ("AAA") and shall exclusively be subject to final binding arbitration in accordance with the Commercial Arbitration Rules and Regulations of the AAA. Claims or Disputes must be filed within one year. To the extent permitted by law, any claim or Dispute under this Agreement must be filed within one year in an arbitration proceeding or in court. The one-year period begins on the date when a Notice of Legal Dispute is filed with us. You agree you are permanently barred to bring a claim for your Dispute if you do not file your claim within one year.
- 16. Non-Use of Corporate Name and Marks.** User shall not use the names "The NASDAQ Stock Market", "NASDAQ" "The NASDAQ OMX Group", "NASDAQ OMX", or any other of NASDAQ's names, trademarks or copyrights in any advertising or promotional media without the prior written consent of NASDAQ.
- 17. Headings.** Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.
- 18. Waiver and Severability.** No failure on the part of any of Nasdaq or User to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or if the exercise of any person or circumstance, shall to any extent be held invalid

or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 19. Survival of Provisions.** The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely, obligations relating to, Ownership, Limitation of Liability, Consequential Damages, Indemnification, Warranties, Non-Use of Corporate Names and Marks, Confidentiality and Restrictions on use of the Services and Data.
- 20. Governing Law.** This Agreement shall be deemed to have been made in the United States in the State of New York and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF NEW YORK OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF NEW YORK FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS
- 21. Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings, and understandings. Nasdaq may modify this Agreement from time to time. If you do not agree to the changes, stop using our Services (and remember to cancel any fee-based services) before the changes take effect. Your continued use of a Service after the effective date of any changes means that you agree to the changes. If a court of law finds that any provision of this Agreement is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable

*Updated February 3, 2017*