

## Vendor of Record Addendum

Application Id: , Record Id:

Record Id:

### GENERAL COMPANY ("CUSTOMER") INFORMATION

Company Name (Enter full legal entity name) *	<input type="text"/>
Symbol	<input type="text"/>
	Please provide your contact information for this form.
Name *	<input type="text"/>
Title/Firm	<input type="text"/>
Phone *	<input type="text"/>
Email *	<input type="text"/>

This Vendor of Record Addendum (this "**VOR**") is made by and between Nasdaq Corporate Solutions, LLC, a Delaware limited liability company ("**Corporate Solutions**"), and Customer (as defined above).

**WHEREAS** , Customer accesses and uses, or may access and use in the future, products and/or services of Nasdaq Corporate Solutions, LLC, and its affiliates that are comprised, in whole or in part, of third-party content from one or more direct and/or indirect third-party providers that require (a) the vendor thereof to perform certain "vendor of record" services on behalf of Customer (e.g., user entitlements and usage reporting) and/or (b) Customer to comply with such third-party providers' terms and conditions in respect of the third-party content in such products and/or services (such third-party content, "**Third-Party Content**"; each such third-party provider, a "**Third-Party Provider**"; and any such product and/or service, a "**CS Application**");

**WHEREAS** , Customer, on the one hand, and Nasdaq Corporate Solutions, LLC, or one of its affiliates, on the other hand, are, or may be in the future, parties to one or more underlying agreements pursuant to which Customer receives one or more CS Applications (each, a "**Customer Agreement**"); and

**WHEREAS** , Customer and Nasdaq Corporate Solutions, LLC are entering into this separate agreement covering only the Third-Party Content of such CS Application(s) so that, among other things, the terms and conditions applicable to such Third-Party Content may be transferred by Nasdaq Corporate Solutions, LLC (subject to the terms and conditions of this VOR) to an intermediate third-party provider in the event that Nasdaq Corporate Solutions, LLC or its affiliate, as applicable, at any time during the term of a Customer Agreement, sources Third-Party Content from such intermediary that will serve as the vendor of record vis-à-vis a Third-Party Provider (an "**Intermediate VOR**").

**NOW THEREFORE** , in consideration of the foregoing premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

#### 1. TERM

1.1 This VOR is effective as of the date it is fully-executed by Customer and Nasdaq Corporate Solutions, LLC and shall continue for so long as any Customer Agreement remains in effect. In respect of each Third-Party Content set, this VOR shall terminate on the date on which the applicable Customer Agreement expires or is terminated in respect of such Third-Party Content set. In the event that Nasdaq Corporate Solutions, LLC or any of its affiliates, on the one hand, and Customer, on the other hand, enter into a Customer Agreement after this VOR has terminated (i.e., because there are no Customer Agreements then in effect), this VOR shall again become effective as of the effective date of such Customer Agreement and shall remain in effect until terminable in accordance with the terms of this Section 1.1. Notwithstanding the foregoing, in the event that Nasdaq Corporate Solutions, LLC at any time during the term of a Customer Agreement, sources Third-Party Content from an Intermediate VOR, and, in connection therewith, Nasdaq Corporate Solutions, LLC assigns a copy of this VOR to such Intermediate VOR in accordance with Section 8.1 hereof, this VOR shall be deemed effective between Customer and such Intermediate VOR as of the effective time of such assignment and shall continue between such parties for so long as the underlying agreement between Nasdaq Corporate Solutions, LLC, or its affiliate, and the applicable

Intermediate VOR.

1.2 In the event of a conflict between this VOR and a Customer Agreement, the terms of this VOR shall control.

1.3 Any modification of this VOR by Customer shall nullify and make void this VOR unless ratified in writing by Corporate Solutions.

## 2. VENDOR OF RECORD SERVICES

2.1 In respect of each Third-Party Content set, Corporate Solutions or one of its affiliates shall serve as the "vendor of record" vis-à-vis the applicable Third-Party Provider and Corporate Solutions shall be responsible for the vendor of record services required by such Third-Party Provider. Customer hereby authorizes Corporate Solutions to serve as vendor of record for any Third-Party Content set that Customer receives or accesses in a CS Application.

## 3. TERMS OF USE

3.1 Subject to the terms and conditions of the applicable Customer Agreement and this VOR, during the term of such Customer Agreement, Authorized Users (as defined below) may access and use the Third-Party Content in the applicable CS Application and use such Third-Party Content in the ordinary course of business. "Authorized User" means (i) a single employee of Customer or one of its Authorized Affiliates (as defined below) that Customer has identified to, and has been approved by, Corporate Solutions or its affiliate, if the applicable CS Application is password-protected, or (ii) any natural person, if the applicable CS Application is not password-protected. "Authorized Affiliate" means an affiliate of Customer that Customer has identified to Corporate Solutions or its affiliate and is permitted to use the Third-Party Content according to the terms and conditions of the Customer Agreement.

3.2 Customer is prohibited from distributing or redistributing any Third-Party Content or creating any derivative work using all or any part of Third-Party Content. Customer shall ensure that Authorized Users only use Third-Party Content within the CS Application in which it is accessed and do not export Third-Party Content to any other product or service, including, without limitation, any other application, file or document. Notwithstanding the foregoing, Customer may permit Authorized Users to copy or download, as applicable, and use an insubstantial amount of static Third-Party Content (i.e., an amount having no independent commercial value and data that is non-streaming) from the applicable CS Application on an *ad hoc* basis, which may be used in reports, charts and similar presentations to Customer's employees, officers, directors, consultants, and advisors and the investment community. Customer shall ensure that Authorized Users use the Third-Party Content in compliance with applicable laws and regulations, the applicable Customer Agreement and this VOR.

3.3 If the applicable CS Application is password-protected: (a) Customer shall prohibit Authorized Users from sharing user IDs and passwords or any other security features associated with the Third-Party Content with anyone; (b) if Customer learns or suspects that any security feature was revealed to or obtained by any unauthorized individual, or if an individual ceases to be an Authorized User, Customer must promptly notify Nasdaq Corporate Solutions, LLC in writing; and (c) Corporate Solutions may change security features for security reasons and will notify Customer if it does so.

3.4 Customer shall take reasonable measures to secure Third-Party Content in its computing environments, if applicable. Customer shall cooperate with Corporate Solutions' reasonable security investigations, and will use commercially reasonable efforts to promptly notify Nasdaq Corporate Solutions, LLC whenever Customer learns or suspects that the security of the Third-Party Content was or might be adversely affected.

3.5 From time to time, Customer may be required, as a condition of access or continued access to Third-Party Content, to comply with additional terms required by a Third-Party Provider. Those terms shall be legally binding on Customer. Corporate Solutions may provide notice of such Third-Party Provider terms at <http://business.nasdaq.com/intel/3rd-party-terms/index.html> (or any successor hyperlink). Customer may also be notified of restrictions within the CS Application or directly by the Third-Party Provider. Third-Party Providers may also have the right to require that Corporate Solutions suspend or terminate Customer's access to such Third-Party Content and, in such event, Corporate Solutions shall have no liability to Customer.

## 4. INTELLECTUAL PROPERTY

4.1 As between Corporate Solutions and Customer, the Third-Party Content and any applicable CS Application symbology are the valuable intellectual property of Corporate Solutions. Except as set forth in the applicable Customer Agreement and this VOR, Customer may not use Corporate Solutions' or any of its affiliates' or licensors' names or trademarks (or any derivative thereof) without Corporate Solutions' prior written consent. Customer shall not remove or conceal any proprietary notice of any Third-Party Provider incorporated into any Third-Party Content.

## 5. LIMITATIONS OF LIABILITY

5.1 Customer acknowledges and agrees that Customer's and its Authorized Users' use of any Third-Party Content shall be at Customer's risk, the Third-Party Content does not constitute a recommendation to buy or sell securities of any kind, and none of Corporate Solutions, its affiliates or any Third-Party Provider has undertaken any liability or obligation relating to the purchase or sale of securities for or by Customer or its Authorized Users.

5.2 EXCEPT AS EXPRESSLY STATED IN THIS VOR, CORPORATE SOLUTIONS AND EACH THIRD-PARTY PROVIDER IS PROVIDING THE THIRD-PARTY CONTENT "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE THIRD-PARTY CONTENT, INCLUDING ANY WARRANTY

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither CORPORATE SOLUTIONS Nor any OF ITS AFFILIATES OR ANY Third-Party Provider shall be liable for any Damages (arising out of negligence or otherwise) resulting from: (a) Customer's decisions regarding the installation and support of the Third-Party Content; (b) any actions taken in reliance on the Third-Party Content by Customer or individuals accessing Third-Party Content through Customer; or (c) any error, interruption or delay in any Third-Party Content.

5.3 Each party's aggregate liability to the other party and the other party's affiliates in any calendar year for any LOSS, Damage OR COST related to the provision of third-party content in connection with this VOR (WHETHER IN CONTRACT OR IN TORT) (any "damage") shall not exceed \$10,000. This limitation of liability does not apply to CUSTOMER's indemnification obligations PURSUANT TO SECTION 6.1 OF THIS VOR. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THIS VOR, LOSS OF DATA OR LOST PROFITS, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

5.4 Neither party shall be obligated to perform or observe their obligations undertaken in this VOR, if prevented or hindered from doing so by circumstances beyond its reasonable control.

5.5 Nothing herein shall be understood to limit any liability that cannot be limited under applicable law.

## 6. INDEMNITY

6.1 Customer shall indemnify Corporate Solutions against any Damage resulting from any third-party claim(s) arising from or related to: (a) any unauthorized individual accessing any part of the Third-Party Content through or by means of Customer; (b) modification of all or part of the Third-Party Content by Customer; (c) use of all or part of the Third-Party Content by Customer after Corporate Solutions has notified Customer that it should not be used; or (d) Customer's use of Third-Party Content other than as expressly authorized by Corporate Solutions pursuant to the applicable Customer Agreement and this VOR.

## 7. AUDIT

7.1 Customer shall maintain records created in the ordinary course of business regarding Authorized Users' access to and use of all Third Party Content accessed in CS Applications that are password-protected, and shall provide all relevant information and/or records upon request from Corporate Solutions or a Third-Party Provider for auditing or compliance purposes. Corporate Solutions and each Third-Party Provider shall have the right, by itself and/or through its agents, during normal business hours, to audit Customer and its Authorized Affiliates to verify Customer's compliance with this VOR, provided that Corporate Solutions gives Customer at least five (5) business days' advance notice and such audit does not unreasonably interfere with the business or operations of Customer and its Authorized Affiliates. Customer shall pay the reasonable costs of such audit and any applicable charges if the audit reveals that Customer has been in material breach of this VOR. During such audit, Corporate Solutions or the Third-Party Provider, as applicable, and their respective agents, shall comply in all material respects with Customer's and its Authorized Affiliates' reasonable requirements relating to security, health and safety and confidentiality.

## 8. GENERAL

8.1 Customer may assign its rights and/or delegate its obligations under this VOR for any Third-Party Content only to the extent that Customer is entitled to and does assign its rights and/or delegate its obligations under the Customer Agreement for the applicable Third-Party Content. This VOR is freely transferable by Nasdaq Corporate Solutions, LLC. Without limitation, this means that Corporate Solutions may assign its rights and/or delegate its obligations under this VOR for any Third-Party Content (a) to an affiliate, (b) to a successor or assign in connection with a permissible transfer of its rights and/or obligations under the applicable Customer Agreement or (c) to an Intermediate VOR. In the event Corporate Solutions transfers its rights and/or obligations under this VOR pursuant to any of the foregoing: (x) clauses (a)-(c), unless otherwise specified by Corporate Solutions to Customer in writing, this VOR shall be deemed to have been duplicated, whereby it is enforceable by each of Corporate Solutions and such transferee as "Corporate Solutions" hereunder as though each were party to its own agreement with Customer; and (y) clause (c), this VOR shall continue to be enforceable by Nasdaq Corporate Solutions, LLC in respect of the Third-Party Content sourced indirectly via an Intermediate VOR.

8.2 This VOR will be governed by and construed in accordance with the laws of the State of New York without reference to its conflict of laws principles. Each party consents to the exclusive jurisdiction of any state or federal court sitting in the State of New York, and of any court to which an appeal therefrom may be taken. Each party hereby irrevocably waives the right to a trial by jury in any action or proceeding arising out of this VOR.

8.3 If any part of this VOR that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of this VOR. If either party delays or fails to exercise any right or remedy under this VOR, that party will not have waived that right or remedy or any other right or remedy on any other occasion. This VOR contains the parties' entire understanding regarding its subject matter and supersedes all agreements, proposals and other representations, statements, negotiations and undertakings in each case, verbal or written, relating to such subject matter between the parties hereto. Except as otherwise permitted herein, this VOR may be varied only by a written amendment signed by both parties.

8.4 The following Sections shall survive termination of this VOR: 4, 5, 6, 7, and 8.

8.5 Sections 3, 4, 5, 6, 7 and 8 shall be applicable to Third-Party Providers to the same extent as Corporate Solutions, and Corporate Solutions may exercise such rights on behalf of such Third-Party Providers.



**AFFIRMATION**

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**Customer Affirmation**

<b>Customer Name</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>
<b>Authorized Signatory Title</b>	<input type="text"/>
<b>Date</b>	<input type="text"/>

**Initial Here**

By completing the affirmation band information and clicking "Submit Form", you are agreeing to the terms of the Vendor of Record Addendum that appears above and you are representing to Nasdaq Corporate Solutions, LLC that you are authorized to bind the named customer company to the terms thereof. Acceptance of these terms must be completed by an authorized employee of the customer company. If you are not the authorized signatory for the named customer company or have questions on the Vendor of Record Addendum, please do not click "Submit Form" and contact your Nasdaq Corporate Solutions representative for help.

**Corporate Solutions Affirmation**

<b>Signature</b>	<input type="text"/>
<b>Name</b>	<input type="text"/>
<b>Authorized Signatory Title</b>	<input type="text"/>
<b>Date</b>	<input type="text"/>

Account Number:

Form Created By: on ; Form Last Updated By on , Form Owned By:

\* Indicates a field required for submission.