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1. General

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(b) You may not, and agree not to facilitate others to, copy, reverse engineer, decompile, or create derivative works of the Software or the Services or any features or functionalities, provided by or within the Software the Services or any part thereof.

(c) The "Information" shall mean prices, statistics, balances, account information, and other data created by Barchart, or obtained by Barchart from sources including, but not limited to: securities, commodities, futures, options and/or currency dealers and exchanges; providers of proprietary databases; and federal, state and local governmental agencies; delivered to You via the Services.

(d) "Derived Works" shall mean any new data products, indices, valuation methodologies, lending models, forward contracts, derivatives, or original work created from the processing of Information and Services provided by Barchart.

(e) You agree to hold and use the proprietary aspects of the Services, Information, and Software in the same manner as You deal with Your own proprietary information and trade secrets; and You will not divulge, directly or indirectly, in whole or in part, to any firm, individual (other than Your employees and representatives), or third parties any proprietary data relating to the Software, Information or the Services or the technology embodied therein except as required by law.

2. Permitted License Uses and Restrictions

(a) Subject to the terms and conditions of this License, You are granted a limited non-exclusive license to use the Software and the Services on devices owned and operated by You. You may not distribute or make the Software or Services available through means where it could be used by multiple users or devices at the same time.

(b) You agree that any use of the Information contained in the Services may not be used to create any Derived Works. You agree that any Derived Work will require additional licensing under a separate

agreement with Barchart and no use, creation or distribution of such works will be permitted without express approval by Barchart.

(c) You represent and warrant that You are not currently nor will You engage in the operation of any unlawful transactions or business and that You will not use or permit anyone to use the Services or the Software for any unlawful purposes. Features of the Software and the Services may not be available in all languages or regions.

3. Consent to Use of User Content and Information

(a) The Services may allow You to upload, submit, store, send or receive content and information. If You upload, submit, store, send or receive content or information to or through our Services, You give Barchart an irrevocable, fully paid-up, worldwide, non-exclusive, and royalty-free right and license to use, host, store, reproduce, modify, create derivative works, communicate, publish, and distribute such content and information. The rights granted to us in this license are solely for the purpose of building, operating, promoting, and improving our Services, and to facilitate the development of new Services which may include the creation of Barchart products. The terms and conditions of this license continue even if You stop using the Services.

(b) You agree that we may display Your personal information in our Services, including using Your information in directories public to the users of the Services. Barchart will respect the choices You make to limit visibility as supported by the settings in the Services.

4. Representations, Warranties, and Limitation of Liability

(a) NEITHER BARCHART, ITS AFFILIATES, INFORMATION SOURCES NOR ANY OF THEIR RESPECTIVE LICENSORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES WARRANT THAT THE SERVICES WILL BE EITHER UNINTERRUPTED OR ERROR FREE. YOU ACKNOWLEDGE THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT THE YOUR SOLE RISK.

(b) NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, NEITHER BARCHART, ITS AFFILIATES, INFORMATION SOURCES NOR ANY OF THEIR RESPECTIVE LICENSORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE TO THE YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THE USE OF THE SERVICES OR ANY BREACH OF ANY PROMISE OR WARRANTY HEREUNDER.

(c) NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, BARCHART'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED ONE YEAR OF SERVICE FEES UNDER THIS AGREEMENT WHETHER ARISING FROM DELAYS, ERRORS, OMISSIONS OR INTERRUPTIONS AND ALL OTHER ACTIONS WHETHER SOUNDING IN TORT, CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

5. Miscellaneous

(a) Neither party shall have any liability for any default resulting from force majeure, which shall be deemed to include any circumstances beyond its reasonable control. Such circumstances shall include, but are not limited to, acts of the government, fire, flood, strikes, power failures, or communications line or network failures, provided that such network failures are not the fault of the defaulting party.

(b) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. The provisions and terms of any purchase order or other instrument issued by You shall be of no effect, and the acceptance of any such order or instrument by Barchart shall not in any way extend or alter the terms of this Agreement. This Agreement may not be modified or amended except by a written amendment signed by both parties. Failure of either party to insist at any time upon strict compliance with the terms of this Agreement or to seek remedy for any breach thereof shall not constitute or be construed as a waiver of any rights or remedies under the Agreement or of any such breach.

(c) This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, U.S.A. The prevailing party in any such disputes shall be reimbursed for all costs, expenses and reasonable attorneys' fees by the other party.

(d) ALL DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE LITIGATED BEFORE A COURT LOCATED IN CHICAGO, ILLINOIS, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ANY ACTION, PROCEEDING, OR LITIGATION BROUGHT BY A PARTY PURSUANT TO THIS AGREEMENT OR ANY BREACH THEREOF MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION AROSE, WHETHER OR NOT THE PARTY HAD ANY KNOWLEDGE OR NOTICE THEREOF. THE PARTIES AGREE THAT IN ANY SUCH DISPUTE OR SUBSEQUENT LEGAL ACTION, THEY WILL ONLY ASSERT CLAIMS IN AN INDIVIDUAL (NON-CLASS, NONREPRESENTATIVE) BASIS, AND THAT THEY WILL NOT SEEK OR AGREE TO SERVE AS A NAMED REPRESENTATIVE IN A CLASS ACTION OR SEEK RELIEF ON BEHALF OF THOSE OTHER THAN THEMSELVES.

(e) All notices to Barchart relating to this Agreement shall be in writing addressed to Barchart at its business address.

(f) You may not assign or transfer any license granted hereunder without the express written consent of Barchart.

(g) By clicking "I accept", You hereby represent and warrant that You have the legal authority to bind the party to the terms of this Agreement.

(h) You understand and agree that the initial term of this Agreement shall be for one month. Thereafter, the term of this Agreement shall be renewed successively from month to month until You notify Barchart of termination by email, letter or telephone AND such notification is confirmed by email receipt from Barchart. Fees are due through the end of any month in which this Agreement is terminated.

NOTICES FROM BARCHART

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