ΩOMEGA ATS
FASTER - INDEPENDENT - CANADIAN

STANDARD TERMS AND CONDITIONS
Current as of October 7, 2019
ARTICLE 1-- INTERPRETATION

Section 1.1   Definitions.

(1)   Capitalized terms not herein defined have the meanings set out in Schedule A.

(2)   In this Agreement, unless there is something in the subject matter or context inconsistent therewith: (i) the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience only and do not affect the construction or interpretation of this Agreement; (ii) gender includes all genders; (iii) "or" is not exclusive; (iv) "including", "includes" and "include" mean "including without limitation"; (v) "days" are to all days including, for the avoidance of doubt, Saturdays, Sundays and holidays; and (vi) unless otherwise specified, time periods within or following which any payment is to be made or notice is to be given will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day

Section 1.2   Incorporation by Reference.

The Application, including all information and exhibits in connection therewith, and all schedules to the Standard Terms and Conditions, are incorporated by reference into and form part of this Agreement.

ARTICLE 2
LICENCES AND INTELLECTUAL PROPERTY RIGHTS

Section 2.1   Omega's Representations.

Omega has full power and authority to meet its obligations under the Agreement and to grant the rights hereunder.

Section 2.2   Access to Data System.

The Data Recipient has the right to access the Data System to receive Data feeds from Omega, directly or indirectly, solely for the purposes described in the Application, as approved and accepted by Omega, and not for any other purpose or purposes inconsistent with the terms of this Agreement ("**Permitted Use**").

Section 2.3   Licence Grants.

(1)   Subject to compliance by Data Recipient with its obligations herein, Omega hereby grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except pursuant to Section 12.7) licence to receive Data during the term of this Agreement and to distribute and use the Data solely in accordance with Data Recipient's disclosed requirements for Data distribution and use as set out in the Application ("**Permitted Use**").

(2)   Subject to Section 2.3(1), Permitted Use may include any of the following but does not necessarily include all of the following:

(a)   Internal Data distribution for Display and/or Non-Display Use by Data Recipient;

(b)   External Controlled Distribution for Display and/or Non-Display Use; and/or

(c)   External Uncontrolled Distribution, provided that the recipients of such Data from Data Recipient have a valid market data agreement directly with Omega;

provided that, in each case, Data Recipient (i) shall ensure that Data is clearly attributed as originating from Omega and (ii) shall not remove or alter any intellectual property ownership or identification notices found within the Data.

(3)   Omega grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except pursuant to Section 13.7) and perpetual licence to store and access any Data, for which Data Recipient has made full payment to Omega, after termination of the Agreement, solely for internal business purposes and for greater certainty, not for further distribution, provided that Data Recipient (i) shall ensure that Data is clearly attributed as originating from Omega and (ii) shall not remove or alter any intellectual property ownership or identification notices found within the Data.

(4)   Each party ("**Marks Licensor**") hereby grants to the other party ("**Marks Licensee**") a worldwide, revocable, non-transferable (except pursuant to Section 12.7), non-exclusive right to use the name, other logos, trademarks or trade names of the Marks Licensor (collectively, the "**Licensor Marks**") solely for the purpose of identifying the Marks Licensor as the provider of the Data, where Omega is the Marks Licensor, or as a customer of Omega where Data Recipient is the Marks Licensor; provided that the Marks Licensee does not: (i) modify the Licensed Marks in any manner or use them for any purpose other than as set forth in this section; (ii) use the Licensed Marks in a manner that adversely affects the good name, good will, image or reputation of the Marks Licensor or associated with the Licensed Marks; nor (iii) fail to use at all times, the appropriate trade or service mark notice as applicable or other such notices as the Marks Licensor may from time to time specify in advance on any item or material bearing the Licensed Marks by posting any change to the Marks Licensor's website and notifying the Marks Licensee of such change.

If no Affiliates are identified in the Application or receive Data, the following Section 2.4 does not apply to Data Recipient.

Section 2.4   Sublicense to Affiliates

All of the rights and licenses granted to Data Recipient under this Agreement also applies to Affiliate(s) of Data Recipient to the same extent as applicable to Data Recipient; provided that Data Recipient must have included a list of such entities in its Application, as it may be amended from time to time, and in all cases as accepted by Omega.

If no Service Facilitators are identified in the Application or are involved in receiving Data, the following Section 2.5 does not apply to Data Recipient.

Section 2.5   Sublicense to Service Facilitators

Omega hereby grants to Data Recipient a limited, worldwide, non-transferable (except pursuant to Section 12.7) non-exclusive right to sublicense to its Service Facilitator(s), the right to facilitate the processing or dissemination of Data on behalf of Data Recipient; provided that: (i) such Service Facilitator(s) acts only as a passive conduit of the Data to facilitate transmission of Data from or on behalf of Data Recipient and do not otherwise access or otherwise use the Data; and (ii) there is a valid and enforceable agreement between Data Recipient and such Service Facilitator before Data Recipient distributes any Data to such Service Facilitator, which contains terms in respect of the use of Data substantially consistent with this Agreement and ensures that Omega is protected to substantially the same extent and has substantially the same rights as if such Service Facilitator were a party to this Agreement. Data Recipient shall assume all responsibility for and will hold harmless and indemnify Omega against any action or inaction by data recipient's Service Facilitator(s) as if such action or inaction were that of Data Recipient.

Section 2.6   Other Permitted Uses of Data.

Data Recipient may use, but internally only, the Data in connection with Data Recipient's System, without additional charge for demonstration and product development purposes. Data Recipient may also make limited use, externally, of the Data as part of Data Recipient's services solely for sales and marketing purposes (including use on a temporary basis at trade shows) and for instances where Data Recipient demonstrates its services to potential customers.

Section 2.7   Prohibited Uses

(1)   Unless otherwise expressly set out in this Agreement, Data Recipient may not (i) sell, lease, licence, furnish, publish, distribute or otherwise permit or provide access to the Data other than as expressly permitted by this Agreement, or (ii) alter, change or otherwise modify Data in any manner that adversely affects its accuracy or integrity or that renders it misleading, incomplete.

(2)   Data Recipient shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance and full enjoyment by Omega or its licensees, transferees and assignees of the proprietary rights of Omega in Data and the Data System.

Section 2.8   Non-Authorized Data and Information.

If the Data Recipient becomes aware that it has received data or information for which Data Recipient has not been authorized ("**Non-authorized Information**") or becomes aware that Omega has otherwise inadvertently transmitted Non-authorized Information to Data Recipient, Data Recipient shall notify Omega and shall not knowingly distribute or knowingly permit to be distributed such Non-authorized Information to any other person or other place; provided however, Data Recipient shall not be obligated to monitor whether or not the data or information received from Omega has been authorized. If Omega becomes aware that Data Recipient is receiving Non-authorized Information, Omega may so notify Data Recipient. If, upon becoming aware of such Non-authorized Information, the Data Recipient knowingly distributes Non-authorized Information to any other person or to any other place, or knowingly permits Non-authorized Information to be so distributed, or otherwise knowingly makes use of Non-authorized Information, Data Recipient shall be liable to Omega pursuant to this Agreement, including fees, charges and other amounts for Non-authorized Information as if it had been authorized.

Section 2.9   Rights of Omega

(1)   Data Recipient acknowledges and agrees that any and all materials, specifications, or other information directly or indirectly provided under or received in connection with this Agreement constitutes valuable proprietary information and rights of Omega. Data Recipient expressly acknowledges that, subject to the terms hereof, as between Omega and Data Recipient, Omega (i) has exclusive proprietary rights in and to the Data System and the Data (including all intellectual property rights therein) and (ii) is and shall remain the sole and exclusive holder of such rights.

(2)   Nothing in this Agreement constitutes an undertaking by Omega to continue to: (i) provide Data, the Data System, or any aspect of either, in the present form or configuration or under the current Data Specifications; or (ii) use existing communications network and technology infrastructure. Omega, in its sole discretion, may make modifications, additions and/or deletions to: (i) the Data or the Data System; or (ii) Omega's communication network or technology infrastructure. Omega will provide Data Recipient with at least sixty (60) days' advance notice (by way of posting on the Website) of any material modification, addition or deletion, except to the extent a shorter period of time is required due to any situation that necessitates modifications, additions or deletions on an accelerated basis or otherwise precludes such advance notice or required pursuant to Law or an order of a court, arbitrator or regulatory agency. If any such modification, addition or deletion is not acceptable to Data Recipient, Data Recipient may terminate this Agreement in accordance with Section 11.2(b). Data Recipient shall be solely responsible for making any modifications to Data Recipient's services or Data Recipient's System resulting from any modifications, additions and/or deletions made by Omega as contemplated in this Section.

ARTICLE 3-- DATA RECIPIENT'S OBLIGATIONS

Section 3.1   Data Recipient's Representations.

At all times during the Term, Data Recipient represents and warrants that: (i) it has full power and authority to meet its obligations under the Agreement; and (ii) it conducts and will conduct its operations in compliance with applicable Law in all material respects.

Section 3.2   Data Recipient Application.

(1)   Data Recipient represents and warrants that, during the term, all information (including the detailed Data Recipient's System Description for receiving, transmitting and disseminating Data, as described in the Application, (including the data processing equipment, software and communications facilities related thereto) provided by Data Recipient to Omega is and will remain true, correct, accurate and complete at all times during the term. Data Recipient shall promptly notify Omega and update any information in its Application (including updates to its list of Affiliates and/or Service Facilitators upon a change of control or otherwise) within 10 days of such information being or becoming untrue, false, inaccurate, incomplete or otherwise misleading.

(2)   Omega reserves the right to terminate Data Recipient's access based on such updated information if such application would reasonably be rejected based on such updated information.

Section 3.3   Security.

Data Recipient shall take all reasonable security precautions to prevent unauthorized individuals or entities from gaining access or disclosure to the Data through either Data Recipient's services or Data Recipient's System. Data Recipient shall comply with all reasonable security specifications or requirements of Omega or provide assurances to Omega of the use of comparable security specifications or requirements in order to prevent the Data from being improperly used or accessed other than as expressly permitted herein. Data Recipient shall notify Omega promptly upon any breach in its security procedures related to the Data of which it becomes aware and will use commercially reasonable efforts to cooperate with and assist Omega to mitigate the adverse effects of such breach to Omega, its customers or its Data System.

Section 3.4   Subscribers of Data Recipient.

(1)   Data Recipient represents, warrants and covenants that it: (i) has or will have in place before any External Controlled Distribution to any Subscriber a valid agreement with such Subscriber that contains provisions substantially similar to those set out in set out in Schedule B (or similar provisions consistent with industry standards); (ii) will not engage in any External Uncontrolled Distribution without confirmation from Omega that the recipient of Data from Data Recipient has a valid agreement with Omega; (iii) will pay to Omega fees related to the provision by it of Data to Subscribers (in Canadian dollars for Subscribers domiciled in Canada and in US dollars for other Subscribers) and applicable taxes payable by Data Recipient to Omega, whether or not Data Recipient actually collects any amounts owing to it by its Subscribers; and (iv) shall only furnish, or cause or permit to be furnished, all or any part of Data to those recipients and in the manner of distribution as disclosed in its Application (including Affiliates, Service Facilitators, etc.) for the uses as specified in the Application. The fees payable by Data Recipient to Omega in respect of Data Recipient's Subscribers are the same amounts as would be payable by a Subscriber to Omega if it were a Data Recipient itself (irrespective of what amounts Data Recipient may itself charge its Subscribers).

(2)   Data Recipient will, upon the request of Omega, assist Omega in entering into an agreement with any person or entity who is to receive Data by way of External Uncontrolled Distribution from Data Recipient to govern its use of Data including by providing to Omega the contact details of appropriate persons representing such recipient.

(3)   Data Recipient, upon becoming aware of a material breach by a Subscriber of its agreement with Data Recipient or the unauthorized use (including distribution, modification, transfer, etc.) of Data by any Subscriber, will promptly notify Omega of such breach or unauthorized use (including providing known details of such breach) and will, upon the request of Omega, promptly terminate such Subscriber's access to Data and use commercially reasonable efforts to enforce its rights against such Subscriber and to protect the rights of Omega .

(4)   In the event of a dispute between Omega and a Subscriber in connection with the use of Data, Data Recipient shall provide to Omega a copy of the relevant agreement between the Data Recipient and such Subscriber.

(5)   In addition to any other rights of Omega, Omega retains the right to direct Data Recipient to terminate any External Controlled Distribution or External Uncontrolled Distribution for any reason, in which event Omega shall notify Data Recipient and Data Recipient shall cease retransmitting Data as soon as commercially practicable.

Section 3.5   No Endorsement.

None of Data Recipient or any of its directors, officers, employees, agents or other representatives shall represent, or shall cause or permit any other person to represent, either directly or indirectly, that Data Recipient or all or any part of the Data Recipient's services or any equipment utilized by Data Recipient is sponsored or endorsed by Omega or any of its Affiliates.

ARTICLE 4-- FEES

Section 4.1   Payment a Condition to Access.

Data Recipient acknowledges that payment by Data Recipient of all fees and other amounts in the applicable currency is a condition precedent for continued receipt of Data by Data Recipient.

Section 4.2   Fees.

Data Recipient shall make timely payment of all applicable Fees (as set forth in the Application and including fees owing by it to Omega in respect of Data Recipient's Subscribers) and all applicable taxes as well as any and all other amounts payable in connection with this Agreement. Subject to all applicable Laws and regulatory approvals, Omega reserves the right to change the Fees on thirty (30) days' advance notice to Data Recipient (which notice shall be provided by way posting on the Website).

Section 4.3   Costs of Connection.

Data Recipient is solely responsible for any and all telecommunications costs and all other expenses incurred by it in connecting to and maintaining its connection to Omega.

Section 4.4   Payment; Failure to Pay.

(1)   Fees are payable within thirty (30) days following the date of invoice sent to Data Recipient. Data Recipient will pay all Fees and other amounts due without regard to any right of setoff or counterclaim. Data Recipient shall pay to Omega interest at the rate of 12% per annum, compounded monthly, on all past due fees and other amounts that are not the subject of a legitimate and bona fide dispute. Failure to make full payment of outstanding undisputed Fees or other amounts within fifteen (15) days of Omega's notice that payment is past due may result in suspension or termination of distribution of Data to Data Recipient without notice. If all outstanding Fees and other amounts have not been paid in full within such fifteen (15) day notice period, Omega may, without prejudice to other remedies available to it, terminate this Agreement without liability or obligation to Data Recipient.

(2)   In the event that usage declaration reports to be provided by Data Recipient pursuant to this Agreement are not submitted on or prior to their respective due dates, Omega shall utilize information provided in the most current report by Data Recipient in respect of the invoices to be prepared for such Data Recipient. Where Data Recipient fails to provide a current usage declaration report for two consecutive months or more, Omega may, at its discretion, suspend the distribution of Data to Data Recipient until current usage information is provided to Omega by Data Recipient.

(3)   If Data Recipient is required by applicable law to deduct or withhold any tax, charge, fees, or other amounts due to Omega, the Fees and any other applicable amounts payable to Omega by Data Recipient shall be increased so that the net amount received by Omega after such required withholding or deduction is equal to 100% of the Fees or other applicable amounts owed to Omega.

ARTICLE 5-- RECORD RETENTION AND REPORTING

Section 5.1   Maintenance of Records and Reporting.

(1)   Data Recipient will provide monthly written reports in a format specified by Omega on its distribution of Data to and use of Data by its Subscribers and Service Facilitators, as applicable, within ten (10) days after the end of each month.

(2)   Data Recipient shall maintain complete and accurate records for a minimum period of seven (7) years in connection with the receipt and usage of Data and such other information relating to Data Recipient's System, Subscribers, Service Facilitators and Data Recipient's services.

Section 5.2   Corrections to Reports.

Data Recipient shall have a ten (10) day grace period (beginning on the due date of the original report) within which to revise or correct its usage reporting in order to obtain retroactive credits. Omega will not provide Data Recipient with back credits for original or revised reporting received after the end of the grace period. Revised reporting could include, but is not limited to, reclassification of Data used or distributed, reporting of usage under alternative pricing structures and correction of errors by Data Recipient. This section does not limit Data Recipient's obligations to Omega for under-reporting or otherwise.

ARTICLE 6-- AUDIT RIGHTS

Section 6.1   Audit Rights of Omega.

Upon not less than thirty (30) days' advance notice (which notice shall include the scope of such review), if Omega, acting reasonably, has identified an issue relating to the use of Data, including the verification or distribution of Data by Data Recipient, from time to time during the term of this Agreement and for a period of twenty four (24) months following the termination of this Agreement (but no more frequently than once in any twelve (12) month period), Omega may cause to be reviewed, by its employees and/or a firm of chartered professional accountants chosen by Omega (which firm of chartered professional accountants may be the accountants or auditors of Omega), the books and records of Data Recipient, including: (i) Data Recipient's records relating to Data; (ii) Data Recipient's reports and payments relating to Data; and (iii) Data Recipient's System and Data Recipient's services to its Subscribers and/or Service Facilitators to verify compliance by Data Recipient of the terms of this Agreement; provided that any such review shall be subject to the terms of ARTICLE 7 hereof. Any such audit will be conducted at mutually agreed upon times and will be subject to Data Recipient's reasonable standard security procedures.

Section 6.2   Costs of Report or Audit.

(1)   In the event that an audit reveals any underpayment, Data Recipient shall promptly, within 5 Business Days, forward the amount of such underpayment including applicable interest to Omega.

(2)   The costs of any investigation, examination or audit shall be borne by Omega unless such investigation, examination or audit reveals an under-payment in any period by Data Recipient of 10% or more of the Fees Data Recipient is liable for based on its usage in such period (including any distribution) of Data or a material breach of the rights or licences granted to Data Recipient hereunder, in which case, Data Recipient shall promptly reimburse Omega for the cost of the audit and all its reasonable out of pocket costs and expenses directly related to conducting such investigation, examination or audit.

ARTICLE 7-- CONFIDENTIAL INFORMATION

Section 7.1   Confidentiality Obligation.

Each party (the "**Receiving Party**") acknowledges that in the course of its dealings and the performance of this Agreement it may obtain confidential information, data or techniques (including know-how, data, patents, copyrights, trade secrets, processes, techniques, programs, designs, formulae, marketing, advertising, financial,

commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, feed specifications, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data, whether in written, oral, graphic, electronic or any other form or medium whatsoever) ("**Confidential Information**") from the other party (the "**Disclosing Party**"). A Receiving Party shall take all precautions reasonably necessary to safeguard the confidentiality of the Confidential Information of the Disclosing Party.

Section 7.2   Permitted Disclosure.

(1)   A Receiving Party will not disclose, in whole or in part, the Confidential Information of the Disclosing Party to any person, other than to those who have a need to know to perform its obligations herein and who have been informed of the confidential nature of such Confidential Information.

(2)   Notwithstanding Section 7.2(1), a Receiving Party will have no confidentiality or non-disclosure obligation with respect to any portion of the Confidential Information of the Disclosing Party that: (i) the Receiving Party independently developed without reference to the Disclosing Party's Confidential Information; (ii) the Receiving Party lawfully obtained from a third party under no obligation of confidentiality; (iii) is or becomes available to the public other than as a result of an act or omission of any person bound by an obligation not to disclose such information; (iv) the Receiving Party is requested or is required to disclose by law, regulation, legal process or direction, request or order of a court of competent jurisdiction or Regulatory Authority; (v) is in connection with a legal dispute between the parties or in furtherance of the exercise of a party's rights under this Agreement; or (vi) is reasonably required to be disclosed in connection with any permitted assignment of this Agreement. If a Receiving Party is requested or required to disclose any Confidential Information of the Disclosing Party pursuant to clause (iv), the Receiving Party shall, to the extent permitted by Law, provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions hereof.

Section 7.3   Unauthorized Use or Disclosure.

If any unauthorized use, disclosure or dissemination occurs, the Receiving Party will promptly notify the Disclosing Party and use commercially reasonable efforts to take such steps as are reasonably necessary to prevent any continuing or subsequent unauthorized use, disclosure or dissemination of such Confidential Information.

ARTICLE 8-- INDEMNIFICATION

Section 8.1   Indemnification by Data Recipient

(1)   In addition to Data Recipient's obligations set out in Section 2.5, Section 2.8 and Section 12.3, Data Recipient and its Affiliates shall jointly and severally indemnify, defend and hold harmless Omega, its affiliates, and their respective shareholders, directors, officers, employees, agents and other representatives (the "**Omega Indemnified Parties**") from and against all liabilities, obligations, losses, damages, penalties, claims, demands, proceedings, suits, actions, settlements, judgments, costs and expenses of whatever nature (including reasonable legal and other professional fees and expenses, the reasonable investigative and administrative costs and expenses of the Omega Indemnified Parties relating to the detection of any material non-compliance by Data Recipient) (collectively, "**Losses**") suffered or incurred or compelling participation by any of the Omega Indemnified Parties arising from or related to:

(a)   any material non-compliance by Data Recipient, its Affiliates or Service Facilitators with the terms and conditions of this Agreement;

(b)   any non-compliance by a Subscriber with the terms and conditions of: (i) any agreement between the Data Recipient and such Subscriber; or (ii) this Agreement with respect to the use of any Data, if Data Recipient has failed to notify Omega of such non-compliance within ten (10) days after Data Recipient becomes aware of such non-compliance; and

(c)   any assertion of Losses against the Omega Indemnified Parties made by any person who receives the Data, including historical Data, from Data Recipient (but excluding (i) Non-authorized Information, provided that Data Recipient has complied with its obligations in Section 2.8, or (ii) Subscriber's own private order and trade data) or any person relying upon the Data received by such person, in each case, who is not permitted or qualified to receive Data under this Agreement, except or where such Losses arise from the fraud, gross negligence or wilful misconduct of Omega.

(2)   Data Recipient shall indemnify, defend and hold harmless the Omega Indemnified Parties from any and all Losses imposed on, incurred by or asserted against the Omega Indemnified Parties as a result of: (i) any assertion by a third party that any of Data Recipient's services infringes any patent, trade mark, service mark, trade secret or copyright or violates any other intellectual property right; or (ii) any defense of or participation by the Omega Indemnified Parties in any action, suit, arbitration or judicial, investigative or administrative proceeding involving any Losses described in this Article 8.

Section 8.2   Indemnification by Omega.

Subject to ARTICLE 10, Omega shall indemnify and hold harmless Data Recipient, its Affiliates and their respective directors, officers, employees, agents and other representatives (the "**Data Recipient Indemnified Parties**") from any and all liabilities, obligations, losses, damages, penalties, claims, demands, proceedings, suits, actions, settlements and judgements, costs and expenses of whatever nature (including reasonable legal and professional fees and expenses) imposed on, incurred by or asserted against Data Recipient as a result of any assertion by any person that the Data infringes or misappropriates any copyright, patent, trademark or trade secret or copyright or other intellectual property right of a third party.

ARTICLE 9-- INDEMNIFICATION PROCEDURE

Section 9.1   Notice.

Upon becoming aware of any claim which is eligible for indemnification under this Agreement (each a "**Indemnification Claim**"), a   person entitled to and seeking indemnification pursuant to the terms of this Agreement (the "**Indemnified Party**") must promptly provide written notice with reasonable details (including basis for such claim, amount claimed, etc.) to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**"), provided that failure or delay in providing such notice does not adversely affect an Indemnification Claim except if and to the extent such failure or delay results in actual prejudice to the Indemnifying Party.

Section 9.2   Procedure for Indemnification.

(1)   Following receipt of notice from the Indemnified Party of an Indemnification Claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the Indemnification Claim as it considers necessary or desirable. For the purposes of such investigation, the Indemnified Party shall make available to the Indemnifying Party upon request of the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Indemnification Claim. If the Indemnified Party and the Indemnifying Party agree at or before the expiration of such 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Indemnification Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Indemnification Claim. If the Indemnified Party and Indemnifying Party do not agree within such period (or any mutually agreed upon extension), the Indemnified Party shall, subject to Section 12.2, be entitled to recourse to the courts in an appropriate jurisdiction.

(2)   The Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such third party claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, and shall have the right to participate in the negotiation, settlement or defence of such third party claim at its own expense. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such third party claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the

Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such third party claim

Section 9.3   General Indemnification Rules.

(1)   The obligations of the Parties in respect of indemnification shall include the following:

(a)   neither Party shall negotiate, settle or compromise any non-monetary element of any third party claim except with the prior written consent of the other Party (which consent shall not be unreasonably withheld);

(b)   the obligations of an Indemnifying Party to indemnify an Indemnified Party in respect of Indemnification Claims are subject to the Indemnified Party not permitting any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such third party claim;

(c)   the Indemnified Party and the Indemnifying Party shall cooperate with each other with respect to third party claims and shall keep each other advised with respect thereto. (including supplying copies of all relevant documentation promptly as it becomes available); and

(d)   the Indemnifying Party shall not settle any third party claim or conduct any related legal or administrative proceeding in a manner which would, in the reasonable opinion of the Indemnified Party, have a material adverse impact on the Indemnified Party.

ARTICLE 10-- DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Section 10.1   Disclaimers

(1)   EXCEPT AS PROVIED IN Section 2.1, THE DATA AND ANY AND ALL INFORMATION AND MATERIALS RELATED TO THE DATA, INCLUDING THE DATA SYSTEM, ARE PROVIDED "AS-IS", WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND OF ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO THE DATA OR THE DATA SYSTEM OR ANY SOFTWARE OR OTHER MATERIALS MADE AVAILABLE TO DATA RECIPIENT, AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT THE DATA OR THE DATA SYSTEM WILL MEET DATA RECIPIENT'S REQUIREMENTS, BE COMPLETE, ACCURATE, SEQUENTIAL, ERROR-FREE OR OPERATE WITHOUT DELAY OR INTERRUPTION. OMEGA GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE DATA OR THE DATA SYSTEM.

(2)   OTHER THAN AS A RESULT OF THE FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF OMEGA, NONE OF OMEGA OR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY LOSS OR CLAIM, INCLUDING LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF USE, TRADING LOSSES, OTHER COSTS OR LOSS OF SAVINGS, NOR FOR ANY DAMAGES SUFFERED, OR COST OR EXPENSE INCURRED BY DATA RECIPIENT, A SUBSCRIBER, OR ANY OTHER PERSON, OF ANY NATURE OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL, ARISING OUT OF THIS AGREEMENT, INCLUDING THE FURNISHING, PERFORMANCE, MAINTENANCE OR USE OF THE DATA, THE DATA SYSTEM, EQUIPMENT, COMMUNICATION LINES, SOFTWARE, DATABASES, MANUALS OR ANY OTHER MATERIAL FURNISHED BY OR ON BEHALF OF OMEGA, OR CAUSED BY OR BASED UPON ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF THE DATA, NOTWITHSTANDING THAT ANY SUCH PERSON MAY HAVE BEEN ADVISED OF THE POSSIBILITY THAT DAMAGES MAY OR WILL ARISE IN ANY GIVEN SITUATION.

(3) OTHER THAN AS A RESULT OF THE FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF OMEGA, OMEGA'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND ITS OBLIGATIONS HEREUNDER SHALL NOT EXCEED, AT DATA RECIPIENT'S OPTION, A CREDIT OR A REFUND IN AN AMOUNT EQUAL TO THE LESSER OF: (I) ACTUAL DAMAGES SUFFERED BY DATA RECIPIENT AS A DIRECT RESULT OF OMEGA'S ACT OR OMISSION; AND (II) THE AVERAGE MONTHLY AMOUNT CHARGED TO THE DATA RECIPIENT AND COLLECTED BY OMEGA, CALCULATED AS AN AVERAGE OF MONTHLY AMOUNTS RECEIVED BY OMEGA FROM DATA RECIPIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT THE FIRST CAUSE OF ACTION AROSE, INCLUDING A CAUSE OF ACTION THAT IS CONTINUING.

ARTICLE 11-- TERM AND TERMINATION

Section 11.1   Term.

This Agreement shall take effect on the earlier of (i) the date of this Agreement, and (ii) the date the Data is first provided to Data Recipient, and shall continue in effect until terminated in accordance with its terms.

Section 11.2   Termination.

This Agreement may be terminated:

(a)   by Omega upon at least ninety (90) days' advance written notice to Data Recipient, with termination to be effective at the end of a calendar month;

(b)   by Data Recipient upon at least ninety (90) days' advance written notice to Omega;

(c)   in the event of a material breach of this Agreement, by the party not in breach upon thirty (30) days' advance written notice or such shorter period as expressly set out herein, including pursuant to Section 4.4 to the breaching party unless, if the breach is capable of being cured, the breach is cured within the notice period;

(d)   by either party immediately upon written notice to the other party, in the event that either party becomes insolvent, makes an assignment for the benefit of creditors, admits its inability to or is not able to pay its debts as they become due, files or has filed against it any petition under any provision of applicable bankruptcy laws, or an application for the appointment of a receiver, trustee or custodian of the assets or the business of either party is made, or any action or proceeding is taken or proposed to be taken to liquidate, wind-up or dissolve either party;

(e)   by Omega immediately (i) upon written notice to Data Recipient, if for legal or regulatory reasons Data Recipient is not permitted or not able to receive, or Omega is materially prevented or prohibited from disseminating, Data or any part thereof; (ii) upon a breach of Section 3.2(1) or upon receipt of updated information pursuant to Section 3.2(1) from Data Recipient that would reasonably be expected to result in the rejection of such application by Omega based on such updated information; or (iv) if Omega, acting reasonably, determines that any failure on the part of Data Recipient to comply with this Agreement has or is likely to have an adverse impact on the operation, integrity, security or performance of the Data System, Data or the operations of Omega or likely to cause disproportionate harm to Omega's interests should termination be delayed.

Section 11.3   Survival.

Article 1, the last sentence of Section 2.5, Section 2.8, Section 2.9, Section 3.5, Section 4.2, Section 4.3, Section 4.4, Section 5.1(2), Article 6, Article 7, Article 8, Article 9, Article 10, and Article 12 shall survive the termination of this Agreement.

ARTICLE 12-- MISCELLANEOUS

Section 12.1   Notices.

(1)   Excluding notices of general application that Omega may distribute by email distribution and post on the Website, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered to the addressee: (i) in person; (ii) by registered or certified mail; (iii) by courier service; (iii) by confirmed facsimile or other electronic form (including email) that is accessible by the addressee so as to be usable for subsequent reference and capable of being retained by the addressee. Any notice or communication to Data Recipient (and any of its Affiliates) shall be sent to its last known address shown in Omega's records. Data Recipient shall be responsible for providing and maintaining an electronic email address for receipt of notice by email notifications.

(2)   Any notice or communication to Omega shall be sent to: Omega Securities Inc., 133 Richmond Street West, Suite 302, Toronto, ON M5H 2L3, Phone: (416) 646-2428, Email: info@omegaats.com

(3)   A notice or communication required or permitted to be given under this Agreement shall be effective: at the time the delivery is made if the notice or communication is delivered personally, by courier service or by facsimile; (ii) seven days after the day the notice or communication is deposited in the mail if the notice or communication is sent by registered or certified mail; or (iii) upon receipt by a party from its internet service provider or computer server indicating that the electronic communication was received. Despite the foregoing, if any such effective day is not a Business Day in the place of receipt, the notice or communication is not effective until the next Business Day. If a receiving party cannot see or print all or any portion of any notice or communication, it is the receiving party's obligation to contact the sending party. Omega or Data Recipient may, from time to time, change its contact information by notice to the other given in accordance with the provisions of this section. Omega and Data Recipient consent to delivery and receipt by electronic means of all notices and other communications required or permitted to be given under this Agreement for purposes of administering this Agreement.

Section 12.2   Dispute Resolution.

(1)   At the election of Omega, the parties shall utilize arbitration to resolve any dispute arising from this Agreement (a "**Dispute**"), in accordance with provisions below:

(a)   a party commences arbitration of a Dispute by delivering to the other party a written notice of arbitration (the "**Arbitration Notice**"). The Arbitration Notice will contain a concise description of the matters submitted for arbitration, including the facts supporting the party's position, the points at issue and the relief sought;

(b)   the arbitration will be conducted in accordance with this Section 12.2 and the *Arbitration Act*, 1991 (Ontario);

(c)   the arbitral tribunal will consist of a single arbitrator. The single arbitrator will be appointed by mutual agreement of the parties or, if they do not agree within 10 business days following the delivery of the Arbitration Notice, by the ADR Institute of Canada Inc., acting solely as an appointing authority;

(d)   the parties agree that time is of the essence in the conduct of the arbitration proceedings and the parties and the arbitral tribunal will conduct the arbitration in an expeditious and speedy manner, unless the subject matter of the Dispute requires otherwise;

(e)   the arbitration will take place in Toronto, Ontario and the language of the arbitration shall be English;

(f)   the award will deal with the question of costs of arbitration, which may include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations, as appropriate. Unless the parties otherwise agree in writing, the arbitral

tribunal shall make its orders on both arbitration and legal costs on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration except where it appears to the arbitral tribunal that this approach is inappropriate. The arbitral tribunal may also award the payment of interest on any award amount at a rate determined in the sole discretion of the arbitral tribunal;

(g)   the arbitration award will be final and binding and will not be subject to appeal, whether on a question of law, of fact or of mixed law and fact;

(h)   this arbitration provision will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein; and

(i)   the parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitrator or arbitration tribunal, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by law.

If no Affiliates are identified in the Application or receive Data, the following Section 12.3 does not apply to Data Recipient.

Section 12.3   Affiliates

Where Data Recipient has identified entities as its 'Affiliates' as set out in Part I of the Application, Data Recipient will cause its Affiliates to comply with the terms and conditions set out herein and will be responsible for all acts and omissions of its Affiliates and their respective personnel in their use of Data under this Agreement (including any non-compliance with the terms and conditions herein). Data Recipient shall assume all responsibility for and will hold harmless and indemnify Omega against any action or inaction by an Affiliate as if such action or inaction were that of Data Recipient, and, where Data Recipient is liable for actions and/or inactions of an Affiliate, Data Recipient and its Affiliate(s) shall be jointly and severally liable therefor and Data Recipient shall act as agent of its Affiliates for such purposes.

Section 12.4   Remedies

Each party acknowledges that breach of the terms of this Agreement may cause irreparable damage to the non-breaching party, inadequately compensable in damages. The non-breaching Party may, in addition to any other remedy, seek to enforce the performance of this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security).

Section 12.5   Waivers and Severability.

A waiver of any provision of this Agreement by either party will not be effective unless in writing and signed by the waiving party and then such waiver shall be limited to the circumstances set forth in such written waiver. No failure or delay of a party in exercising any right, power or remedy shall operate as a waiver nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, such provision of this Agreement shall be severed and the illegality, invalidity or unenforceability of that provision will not affect: (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

Section 12.6   Force Majeure.

Neither party will be liable for delay or failure to perform its obligations (other than payment obligations) under this Agreement caused by an event that is beyond the party's control including, without limitation, acts of civil or military authorities, strikes, lockouts, embargoes, insurrections, acts of nature, acts or orders of

government, war, terrorist acts, "hacking" or cyber terrorism, or a change in applicable Laws, rules, policies, regulations or regulatory or self-regulatory requirements or the interpretation or enforcement thereof.

Section 12.7   Assignment.

This Agreement shall be binding upon and ensure to the benefit of you and us and your and our respective successors and permitted assigns. Data Recipient may not assign (including by operation of law or amalgamation) this Agreement, or any of its rights hereunder, without the prior written consent of Omega (which consent shall not be unreasonably withheld). Data Recipient shall provide thirty (30) days' prior written notice to Omega prior to the effective date of any change of effective or legal control of Data Recipient. Omega may assign its rights and/or obligations under this Agreement upon thirty (30) days' advance written notice to Data Recipient.

Section 12.8   Persons Bound; Third Party Beneficiaries.

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties hereto any rights, obligations or remedies hereunder. Data Recipient acknowledges to each Omega Indemnified Party in respect of its/his/her direct rights against Data Recipient under ARTICLE 8 of this Agreement and Omega acknowledges to each Data Recipient Indemnified Party in respect of the its/his/her direct rights against it under ARTICLE 8 of this Agreement. To the extent required by Law to give full effect to these direct rights, Data Recipient and Omega agree and acknowledge that they are acting as agent of their respective Indemnified Parties.

Section 12.9   Governing Law and No Jury Trial.

This Agreement and all other documents contemplated by or delivered in connection with this Agreement, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of law principles that would impose the laws of another jurisdiction). The parties unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent not prohibited by applicable Law, each party hereby irrevocably waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with this agreement or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any party hereto may file an original counterpart or a copy of this Section 12.9 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.

Section 12.10   Amendments and Further Assurances.

Except as otherwise provided in this Agreement, Omega may amend any term or condition not subject to a specified notice period, on thirty (30) days' advance notice to Data Recipient (which notice may be provided by way of a general email notice and posting to the Website). If any such amendment is not acceptable to Data Recipient, Data Recipient may terminate this Agreement in accordance with Section 11.2(b). Any use of the Data or access or use of the Data System by Data Recipient after the expiration of the notice period shall be deemed acceptance by Data Recipient of the amendment. Data Recipient may not alter any provision of this Agreement, and no modification to this Agreement proposed by Data Recipient will be effective or binding on Omega, unless in writing and signed by an authorized representative of Omega. The parties agree to co-operate with and assist the other party and take such action including execution of such documents as may be reasonably requested by the other party to implement and carry into effect this Agreement to its full extent.

Section 12.11   Time is of Essence

Time is of the essence hereof.

Section 12.12   Relationship of Parties.

Nothing in this Agreement, express or implied, is intended to or shall constitute the parties hereto partners or joint venturers or appoint one party the agent of the other party.

Section 12.13   Entire Agreement.

This Agreement, together with schedules thereto and the Application and all schedules to such Application, constitutes the entire agreement between Omega and Data Recipient with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof. The terms of this Agreement supersede any terms in respect of the licensing, receipt and use of Data (including payment, limitation of liability and dispute resolution in respect thereof) in the subscriber agreement between Data Recipient and Omega, if any. For greater certainty, the use by Subscriber of its own private order and trade data remains governed by the subscriber agreement between Data Recipient and Omega.

Section 12.14   Language.

The parties confirm that it is their wish that this Agreement be written in the English language only. Les parties confirment leur volonté que la présente convention soit rédigée en anglais seulement. For any Data Recipient in Quebec, this Agreement is deemed to be made and entered into in Ontario when accepted by Omega.

Section 12.15   Counterparts, Etc.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument and may be delivered by facsimile or email transmission of a Portable Document Format (PDF) file.

Schedule A
Definitions

In addition to words and phrases defined elsewhere (including in the Application or the Agreement), Capitalized terms have the respective meanings set out below.

"**Application**" means the application form, and any attachments thereto, completed by Data Recipient, as amended from time to time, and in all cases as accepted by Omega.

"**Agreement**" means the standard terms and conditions, including the Application, all exhibits thereto, and all schedules to the standard terms and conditions, as amended from time to time.

"**Business Day**" means a day that is not a Saturday, Sunday or statutory or bank holiday in Toronto, Ontario.
"**Data Recipient**" means the person or entity referenced in Part I question 1 of the Application and any person or entity (including through any device, machine, system, equipment, computer or application) that receives Data from such person or entity by way of External Uncontrolled Distribution.

"**Data Recipient's System**" means one or more of Data Recipient's systems (including its technology, communication and networking systems) through which Data Recipient accesses Data and provides its services.

"**Data Recipient's System Description**" means the description, as amended, of Data Recipient's System for receiving, transmitting and disseminating Data that is approved by Omega as described in its Application.
"**Data System**" means any system that Omega has developed or develops for creation, collection or dissemination of Data.

"**Fees**" means fees charged by Omega from time to time pursuant to the Agreement, including fees to be remitted by any Data Recipient in respect of its Subscribers and in connection with the use, distribution or redistribution of Data and, if applicable, fees charged for a direct connection with Omega.

"**Laws**" means any principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) requirements, specifications and written policies of Omega, (iii) judgments, orders, writs, injunctions, decisions, awards and directives of any Regulatory Authority and (iv) standards, policies, guidelines, notices and protocols of any Regulatory Authority.

"**Non-Professional User**" is an individual who views or uses Data in a personal capacity for his/her personal investment activities or those of an immediate family member, and not as a principal, officer, employee, partner, contractor or agent of a business or on behalf of any other individual or business.

"**Omega**" means Omega Securities Inc.

"**Professional User**" is an individual, company or corporate entity that is not a Non-Professional User.

"**Regulatory Authority**" means any government, regulatory, self-regulatory or administrative authority, agency, commission, utility or board having jurisdiction in the relevant circumstances and any person acting under the authority of any of the foregoing and any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Subscriber**" means a person, entity, device, machine, system, equipment, computer or application that is entitled to receive Data for Internal use from Data Recipient by way of External Controlled Distribution and has a valid agreement with such distributor of Data that contains the provisions set out in Schedule B.

"**Website**" means www.omegaats.com or any successor site.

Schedule B

SUBSCRIBER AGREEMENT – MINIMUM TERMS

Data Recipient agrees that the terms set out in its and its Affiliates', as applicable, agreements with their respective Subscribers will contain provisions that are substantially similar to the following provisions in the Standard Terms and Conditions for the benefit of Omega:

- Section 2.3 (License Grants)
  - o Subscriber will be restricted to use of Data consistent with the license granted to Data Recipient.
- Section 2.7 (Prohibited Uses)
  - o Subscriber will be prohibited from engaging in any of the prohibited uses of Data, consistent with the restrictions on Data use applicable to Data Recipient.
- Section 2.9 (Rights of Omega)
  - o Subscriber will be required to acknowledge the rights of Omega to Data and its Data Systems.
- Section 3.4 (Subscriber of Data Recipient)
  - o Data Recipient shall require its and its Affiliates' Subscribers to provide Data Recipient with the rights necessary to permit Omega to exercise its rights set out in Section 4.4.
- Section 3.5 (No Endorsement)
  - o Data Recipient shall require its Subscribers to comply with similar obligations.
- Article 5 (Record Retention and Reporting)
  - o Subscriber will be required to provide information or access to Data Recipient to permit Omega to exercise its rights as set out in Article 6.
- Article 6 (Audit)
  - o Subscriber will be required to provide information or access to Data Recipient to permit Omega to exercise its rights as set out in Article 7.
- Article 7 (Confidentiality)
  - o Subscriber will be required to protect and keep confidential the confidential information of Omega consistent with the obligations as set out in Article 8.
- Article 8 (Indemnification)
  - o Subscriber will include Omega as an indemnified party in connection with its use of Data.
- Article 10 (Disclaimer of Warranty and Limitation of Liability)
  - o Subscriber will be required to agree and acknowledge the disclaimers of warranties of Omega and the limitations of liability applicable to Omega.