# Test Agreement Terms and Conditions

Your trial use of the free test services offered by ICE Data Services, Inc. or one of its affiliates (each such entity being referred to hereafter as "**Vendor**") and selected by you by checking the relevant box(es) at the Test Request Form (the "**Test Services**" as further described below) is subject to the terms and conditions of this Test Agreement.

By checking the 'I agree to the Test Agreement' box, you: (i) represent that you have actual authority to enter into this agreement on behalf of the organization on behalf of which you are acting (or on your behalf if you are an individual, collectively referred to as "**Customer**"); (ii) certify that Customer have read, understood and agreed to be bound by this Test Agreement; and (iii) agree to abide by all the terms and conditions stated herein.

For the purposes of this Test Agreement, "**Test Services**" shall mean the service selected by You on the Test Request Form, including any software, data, and information contained therein, as well as any other documents and materials delivered in connection with this service, as well as any analysis results, compilation, or any other information or calculations derived by Customer from the Test Service.

Vendor will provide the Test Services at no charge to Customer for a period of thirty (30) days ("**Test Period**") subject to the terms and conditions set forth below provided however, to the extent Vendor continues providing Test Services beyond thirty (30) days to Customer, the Test Period shall be deemed extended for as long as Vendor provides Test Services to Customer.

1.    Vendor hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable, limited license for the duration of the Test Period to internally use the Test Services for the sole purpose of determining whether or not to subscribe to such Test Services and not for any other productive purpose.  Customer is expressly restricted from: (i) any use of the Test Services other than for the purposes permitted herein; (ii) making any commercial use of Test Services and (iii) providing the Test Services, in whole or in part, to any other person or entity (including, but not limited to, outsourcers, data vendors, etc.  No copies of any part of the Test Services or any documentation relating thereto may be made by Customer without the prior written consent of Vendor.

2.    Customer acknowledges and agrees that it will be responsible for obtaining and maintaining at its expense all computer equipment, communication devices and services. Customer shall also maintain adequate security precautions to avoid all unauthorized access to or distribution of the Test Service.

3.    Customer acknowledges that the Test Services and all of their component parts are the proprietary property of Vendor, and/or its affiliates and/or third-party suppliers.  Customer does not hereby obtain any ownership of the Test Services or any part thereof.  Customer agrees to exercise at least the same degree of care to preserve the confidentiality of the Test Services (and related documentation) and to maintain the proprietary rights of Vendor, its affiliates and third-party suppliers, that it exercises to protect its own Confidential Information of a similar level of sensitivity, but in no event less than a reasonable level of care.

4.    NEITHER VENDOR NOR ITS THIRD-PARTY SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS, OR COMPLETENESS OF THE TEST SERVICE OR ANY DATA OR INFORMATION, CONTAINED THEREIN FURNISHED HEREUNDER OR FOR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF.   THE ACCURACY AND COMPLETENESS OF THE TEST SERVICES OR ANY COMPONENT THEREOF IS NOT GUARANTEED AND NEITHER VENDOR NOR ITS THIRD PARTY SUPPLIERS SHALL BE SUBJECT TO ANY DAMAGES OR MAKE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE TEST SERVICES FURNISHED HEREUNDER.  IN NO EVENT WHATSOEVER SHALL VENDOR OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THEY BE LIABLE FOR ANY CLAIMS AGAINST CUSTOMER BY THIRD PARTIES.

5.    Customer shall indemnify Vendor and its third party suppliers and their respective affiliates and other third party licensors (collectively, the "**Indemnitees**") against, and hold the Indemnitees harmless from, any and all losses, damages, liability, costs (including reasonable attorney's fees), resulting from any claim or demand against the Indemnitees by a third party arising out of the misuse of the Test Services received by Customer hereunder.

6.    This Agreement shall remain in effect until the end of the Test Period (unless extended). Vendor reserves the right to cancel the Test Service (or any portion thereof), or terminate this Agreement, at any time and for any reason, without prior notice and without liability. Customer may request cancellation of the Test Service at any time upon written notice to ICE Data Services, 100 Church Street, New York, NY 10007 USA, USA.

7.    Upon termination of the Test Period, Customer will cease to use the Test Services and will promptly delete or destroy all copies it may have of the Data and software, except to the extent Customer is required to retain portions of the Data for regulatory compliance purposes. Upon Vendor's request, Customer shall produce written certification that the Data and software have been purged from Customer's computer systems, and copies or portions thereof destroyed.

8.    Vendor reserves the right to change or modify (i) the Services, and/or (ii) any and all of the terms of this Agreement. The laws of the State of New York shall govern the construction and interpretation of this Agreement, and the competent state or federal courts in the city of New York, NY shall have exclusive jurisdiction over any dispute relating to this Agreement. The printout of this Test Agreement will constitute a "writing" under any applicable law or regulation.

9.    This Agreement shall not be assigned or transferred by Customer without the prior written consent of Vendor. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

10.   In the event Vendor will approve Customer's use of the Services you will receive an email informing you that your free trial account has been activated. You will then be able to access your free trial account with the username and password You have filled in the registration form ("**Access Details**"). The Access Details are individual to You and may not be used to access the Services by anyone else. Sharing of password and/or username and simultaneous access to the Services, via the same password and/or username or via two separate devices or otherwise is strictly prohibited.

11.   You acknowledge and explicitly consent that the Access Details and other personal information provided by you will be used by Vendor and/or any of its affiliates owned and controlled by Intercontinental Exchange, Inc. ("ICE") for the purpose of providing You with the Test Services and to enable Vendor to perform its business activities and any other activities set out in ICE's Privacy Policy referenced below, and that any entity within the ICE group of companies may share and store the aforesaid personal data with other entities within the ICE group within or outside the European Economic Area, in order to implement the aforesaid purposes. You also agree that Vendor will send You from time to time marketing materials and information about its services, products and data which may be of interest. Such marketing material and information may be sent or communicated by email, telephone, post or such other similar means. The use of the personal information Provided in the Registration Page shall be subject to ICE's Privacy Policy as amended from time to time and as listed on:

https://www.intercontinentalexchange.com/privacy-policy.