# A7 Platform Trial Terms and Conditions

## 1. Subject Matter of this Agreement and Definitions

1.1. The following Terms and Conditions (the "**A7 Trial Terms**") govern the Client's access to the A7 Platform during the term of a Trial Agreement, including

    (a) Client's right to access and use the data and functions provided via the A7 Platform, as described in Section 2 below;

    (b) Client's restrictions of use of the A7 Data (as defined below), as described in Section 3 below (the "**Use Restrictions**");

    (c) Hosting of the A7 Platform by DBAG on infrastructure provided by DBAG or their Sub-Providers, allowing access to the A7 Platform on a software-as-a-service basis, as further described in Section 4 below and subject to the terms of the A7 Trial Agreement; and

    (d) Client's obligations to pay adhere to the limitations of use as agreed herein and keep data and information received from or on behalf of DBAG through, or in connection with, the A7 Platform confidential.

1.2. Nothing in these A7 Trial Terms shall be interpreted to constitute or construed as any kind of financial or investment services and / or performing financial or investment activities by DBAG nor shall the services rendered by DBAG hereunder constitute investment advice and / or an offer, solicitation or recommendation to acquire or dispose of any investment or to engage in any other transaction.

1.3. In these A7 Trial Terms, capitalized terms shall have the meanings specified in Schedule 1 or in the A7 Trial Agreement.

1.4. The hosting of the A7 Platform, the extent of use and access and further details concerning the A7 Data are exclusively the subject matter of this A7 Trial Terms together with the A7 Trial Agreement, which forms an integral part of this Agreement.

## 2. Elements and Use of the A7 Platform

2.1 For the term of the A7 Trial Agreement, DBAG grants the Client access and use of the A7 Platform:

    (a) On a software-as-a-service basis, by accessing the A7 Platform through an Internet connection, as described in the Documentation;

    (b) Only by Clients' Authorized Users,

    (c) In accordance with the Documentation and other instruction which DBAG may make available to Client from time to time;

(d) Subject to the restrictions set out in these A7 Trial Terms, A7 Trial Agreement, including but not limited to Section 3.

2.2 DBAG shall create and make available the number of dedicated user accounts for Client as specified in the A7 Trial Agreement, each dedicated user account being permanently assigned to only one individual, such individual being Client's or Client's Affiliates' or Client's Sub-Providers' employee (each such individual an "**Authorized User**" and each such account an "**Authorized User Account**"). To this end, Client will provide DBAG with (i) the full name (given name and surname) and (ii) the e-mail addresses of its Authorized Users. DBAG will then make the necessary account credentials (the "**Credentials**") directly available to Clients' Authorized Users. The Authorized User may be required to validate the account and create a personalized password to be associated to the e-mail address.

2.3 Client shall only access, use or permit to access the A7 Platform through its Authorized Users. Client shall ensure that its Authorized Users use the Credentials diligently, keep them secret at all times in the event that an Authorized User discovers or suspects that his/her Credentials have been stolen, lost or used by another party, Client will inform DBAG without undue delay. Client shall further ensure that its Authorized Users observe the conditions and use restrictions stipulated in the A7 Trial Agreement and shall be held responsible for its Authorized User's interactions with the A7 Platform and A7 Data.

2.4 The Credentials are personal and not transferrable from the respective Authorized User to another user. Client shall not and shall procure that its Authorized Users shall not, even temporarily, re-assign or otherwise make available the Credentials to other users than the Authorized Users.

2.5 The A7 Platform will make **"Historical Data"** and **"Intraday Data"** available for analysis. This data will comprise Historical Data and Intraday Data for certain financial instruments traded on the exchanges Eurex, European Energy Exchange (EEX) and Frankfurter Wertpapierbörse (FWB, known as Xetra). In addition, A7 Platform will make Historical Data available for certain financial instruments traded on CME Group Exchanges (CME, CBOT, COMEX, NYMEX). The available data is further specified in the Documentation. DBAG may add additional data and additional data sources from time to time. The Intraday Data and Historical Data made available for analysis on the A7 Platform is hereinafter referred to as **"A7 Data"**.

2.6 The Parties agree that DBAG will only make the A7 Data available on a as is basis as it was recorded by and is provided by the respective data source (i.e. Eurex, EEX, CME or FWB) and that such data may therefore contain artefacts, gaps, inconsistencies and similar irregularities (hereinafter "**Artifacts**"), that may affect the outcome of Clients' analysis or computation. DBAG shall not be responsible to procure additional data sources (where available), otherwise recondition or review the A7 Data or specifically point out any Artifacts to Client.

2.7 The A7 Platform will allow Client to analyze the A7 Data using customized algorithmic operations to simulate the outcome of specific trading strategies or similar behavior patterns. Client can program these algorithms directly through the A7 Platform web-frontend and/or via the API connection (any algorithm thus created by Client hereinafter the "**Client Algorithm**"). The Parties agree that any Client Algorithm shall remain the sole property of

Client, or the Client Algorithm's respective owner, and that nothing herein shall be construed as Client granting DBAG any license or other rights in the Client Algorithm other than the rights necessary to render the A7 Platform services to Client, as described in the A7 Trial Agreement and the Documentation.

2.8    Upon expiry or termination of the A7 Trial Agreement any data saved by Client's Authorized Users will be deleted. This includes without limitation any Client Algorithm saved under the Authorized User's account. Client will have the possibility to download its Client Algorithms and other proprietary data prior to termination. It shall be Client's sole responsibility to download any Client Algorithm and other data further required post termination by Client prior to termination taking effect.

2.9    DBAG will make several pre-set algorithmic operations available on the A7 Platform (the "**DBAG Algorithms**") for Client to perform exemplary operations and analysis on the A7 Data. DBAG will make the underlying code for each DBAG Algorithm available to Client for review directly on the A7 Platform. It remains Client's sole responsibility to ensure whether a DBAG Algorithm is sufficient for Client's purpose. The DBAG Algorithms are provided for exemplary purposes only and DBAG specifically disclaims any usability to determine the viability of Client trading strategies or similar behavior patterns.

## 3.  Restrictions of Use of the A7 Platform and A7 Data

3.1    DBAG grants Client a non-exclusive and non-transferable right for the term to use the A7 Platform and the A7 Data solely for Client's own internal business purposes (hereinafter "**Internal Business Purposes**") and strictly within Client's organization, specifically,

(a) the A7 Data may be distributed, reviewed, accessed internally between Authorized Users, only for the Internal Business Purposes;

(b) the Client may allow its and its Affiliate's employees and Sub-Providers to use, access and review the A7 Data if required for Internal Business Purposes, provided they are bound to the Use Restrictions (however, for the avoidance of doubt, Client shall only be allowed to access the A7 Platform through its Authorized Users);

(c) A7 Data may not be embedded in derivative works or otherwise processed, other than for Internal Business Purposes only, and provided that A7 Data is not used as the sole component in its creation and further provided that the derivative works will be created in a way that the derivative work does not compete directly with the services provided under this Agreement.

3.2    Except where explicitly provided for in Section 3.1. above, Client may not modify, change, embed in a product or otherwise internally or externally process or distribute A7 Data without DBAG's prior written consent.

3.3    Client shall not make any use of the A7 Data and/or A7 Platform other than for usages expressly permitted in this Agreement; and in particular, Client shall further not carry out any of the following actions without DBAG's prior written consent:

(a) Sell, resell, distribute, rent, license or sublicense, in whole or in part, the services hereunder, the A7 Data or the A7 Platform;

(b) Modify, adapt or convert the A7 Platform, including the correction of errors, except where customization is expressly foreseen in the A7 Trial Agreement or the Documentation (e.g. Client Algorithms);

(c) Develop or authorize the development of versions or successive versions of the A7 Platform;

(d) Access all or any part of the A7 Platform in order to build a product or service which competes with A7 Data or the A7 Platform;

(e) Use the A7 Platform or the A7 Data in any way different than as expressly provided for in the A7 Trial Agreement.

3.4     In order to safeguard the proper functioning of the A7 Platform and a positive user experience for all clients, DBAG may establish a fair use policy in the Documentation, stipulating *inter alia* the maximum number of requests per second a client may make via the API and other load related restrictions. Client shall use the A7 Platform in accordance with the fair use policy. DBAG may limit Client's access to the A7 Platform if the Client repeatedly violates the fair use policy.

3.5     With respect to Section 3.1 lit. b), grants Client a non-exclusive and non-transferable right for the term to sub-license to its Affiliates and Sub-Providers the usage of A7 Data for the purpose stipulated under Section 3.1 lit. b) above. Client shall ensure that each Affiliate or Sub-Provider to which Client makes available A7 Data (i) complies with all laws, rules and regulations applicable to accessing and using such data (including any restrictions imposed by Third Party Rights Holders), (ii) ceases all use of and deletes and/or purges all A7 Data upon the termination of its relationship with Client to receive the services from this person, except to the extent such Affiliate or Sub-Provider may be required by applicable law or regulation to keep copies of the A7 Data, but provided that no other access to or use of A7 Data occurs, (iii) does not use A7 Data for any purpose independent of the license granted herein and (iv) uses the A7 Data only for Internal Business Purposes (except as may be expressly permitted in this Agreement) and (v) mirrors the obligations under this Agreement in a legally binding agreement vis-á-vis the respective Affiliate or Sub-Provider as stipulated in the next sub-paragraph ((i)-(v), the "**Indirect Client Obligations**"). Client shall promptly notify DBAG if Client has reason to believe that any Affiliate or Sub-Provider to which Client has provided A7 Data has violated any Indirect Client Obligation.

Clients represent and warrants that each of the Affiliates or Sub-Providers (in the abovementioned context) is bound by and complies with all terms and conditions of the Agreement that are applicable to Affiliates and/or Sub-Providers by way of entering into a legally binding contractual relationship with the respective Affiliate and/or Sub-Provider. When making available A7 Data to Affiliates or Sub-Providers (Section 3.1 lit. b)), Client shall reflect the provisions of this Section 3.5 in this legally binding agreement vis-á-vis the respective Affiliate or Sub-Provider when sub-licensing in accordance with Section 3.1 lit. b) in conjunction with this Section 3.5). In particular, the aforementioned agreement must contain (i) the license and its restrictions, (ii) and information and audit right pursuant to Section 6.9. An obligation lying upon Client (with respect to Affiliates or Sub-Providers) shall apply to the respective Affiliate and/or Sub-Provider to the same extent as it applies to Client; provided, however, that the obligation to pay fees shall only lie upon Client unless otherwise expressly agreed. An Affiliate's or Sub-Provider's breach of the Agreement shall also

constitute a breach of the Agreement by Client in this respect and Client shall be fully liable for such breach.

3.6 Client acknowledges and agrees that DBAG does not license or in any other way transfer to Client any ownership, license, intellectual property rights, or other rights including, but not limited to, patent and copyright rights, in or to any information or data provided in or in connection with the A7 Platform and the A7 Data. Therefore, Client is required to approach the relevant Third Party Rights Holders if Clients intend to use, commercialize or in any other way process A7 Data outside of the scope of this Agreement.

Client acknowledges and agrees that it is Client's responsibility to determine which licenses, approvals, consents and authorizations from Third Party Rights Holders are required in respect of the use of A7 Data (including in respect of the creation of derived data and distribution of A7 Data and derived data) in the manner contemplated by this Agreement and Customer represents and warrants that it has and shall at all times maintain all such licenses, approvals, consents and authorizations.

3.7 The breach by Client, in whole or in part, of any of its obligations pursuant to this Section 3 shall be considered a material breach of this Agreement and will entitle DBAG, without prejudice to any other right to which it is entitled (including the right to claim for the damages), to terminate this Agreement as indicated in Section 6 or to suspend Client's access to the A7 Platform.

## 4. A7 Platform Hosting and Documentation

4.1 DBAG shall host the A7 Platform in its or its Sub-Provider's servers, during the availability times further specified below. The servers will be accessible via internet to allow Client the use of the A7 Platform on a software-as-a-service basis and as further specified in the Documentation. For the avoidance of doubt, DBAG may use cloud service providers to host the A7 Platform.

4.2 DBAG's obligations under this A7 Trial Agreement shall not include the provision of telecommunication services or networks necessary to access the A7 Platform. Such services shall be Client's sole responsibility.

4.3 DBAG intends to make the A7 Platform available during Business Days on a 24 hours basis. However, for each calendar month, DBAG shall be allowed a service downtime average of 60 minutes per calendar day, excluding any scheduled downtime in accordance with Section 4.6. below. The monthly downtime average shall be calculated as follows:

$$\frac{\sum \text{downtime on Business Days of calendar month} - \sum \text{scheduled downtime on Business Days of calendar month}}{\sum \text{calendar days of calendar month}}$$

4.4 DBAG shall further provide customer support via hotline support on Business Days. The customer support will provide basic first level support. DBAG will publish the details including contact details via the A7 Platform. For the avoidance of doubt, the customer support availability will not be provided on a 24 hours basis.

4.5 Client shall generate regular backup copies of Client Algorithms. DBAG shall not be responsible for any Client data loss, if Client fails to create such backup copies. The A7

Platform will provide for a download function. Any Client data stored on the DBAG system will be deleted upon termination in accordance with Section 2.7.

4.6     DBAG shall further provide regular updates to the A7 Platform to increase compatibility, fix bugs and other software malfunctions or add or increase existing or add additional functionalities to the A7 Platform. Client acknowledges and accepts that such updates may require changes to Client's own systems (specifically any programs that use the API provided for the A7 Platform). Where such changes are foreseeable as a consequence of an update, DBAG will inform the Client at least two (2) weeks prior to the implementation of the update, unless the update is required earlier to resolve any critical malfunctions with the A7 Platform.

4.7     Client acknowledges and agrees that the use of and access to the A7 Platform requires the use of a compatible internet browser, as further specified in the Documentation. Client further acknowledges that the requirements may change subject to the continuous development of the A7 Platform. DBAG shall communicate such compatibility changes to Client and will update the Documentation accordingly.

4.8     DBAG shall provide Client with sufficient documentation explaining *inter alia* the requirements, functionalities and providing a user's manual for the operations of the A7 Platform (the "**Documentation**"). DBAG shall make the Documentation available for Client to download at the internet address and will communicated the address to Client upon the execution of the A7 Trial Agreement. DBAG reserves the right to make updates and changes to the Documentation from time to time.

4.9     The Parties shall not transmit any code, files, scripts, agents or programs intended to do harm, prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, including but not limited to viruses, worms, backdoors, time bombs, spyware, adware, scareware, crimeware and trojan horses (the "**Malicious Code**") in the course of their activities under the A7 Trial Agreement. Moreover, the Parties shall use commercially reasonable efforts to implement and maintain effective protection measures to keep any and all electronic data processing equipment, including but not limited to their computer systems, they are responsible for, irrespective whether such systems are owned by the Party or not, and that directly or indirectly interface as a result of this A7 Trial Agreement free from any Malicious Code.

## 5. Contact Person

5.1     Client will provide a contact person within its respective organization who will act as an interface and contract manager. The details for Client's contact person will be specified in the A7 Platform Trial Agreement . If Client changes its contact person, it will notify DBAG without undue delay.

5.2     The Parties will inform each other immediately of events and developments that could potentially materially affect the interests of the Parties in connection with A7 Trial Agreement. Where DBAG reasonably requests additional information from Client, it shall direct a request at Client's contact person who shall use reasonable efforts to answer such a request.

5.3     The contact persons shall be deemed authorized to receive notice under or in connection with the A7 Trial Agreement and any notices and communications between the Parties shall be addressed at least in copy to the respective contact person.

## 6.  Term and Termination

6.1     The A7 Trial Agreement becomes effective on the Effective Date and shall expire after the period of time stipulated in the A7 Trial Agreement document or in the confirmation mail with subject "Confirmation of A7 Platform Trial Agreement via Data Shop", unless terminated earlier by either Party in accordance with the provisions below.

6.2     Either Party may terminate the A7 Trial Agreement at any time, with effect as per the end of the next calendar day.

6.3     Either Party may terminate the A7 Trial Agreement with immediate effect and without prejudice to its rights to claim damages if the other Party breaches a material obligation under this Agreement. For the avoidance of doubt, DBAG shall have the right to terminate this Agreement with immediate effect, if the Client violates the Use Restrictions under the A7 Trial Agreement or if Client or any Authorized User makes his/her Credentials available to another user.

6.4     Either Party is further entitled to terminate the A7 Trial Agreement with immediate effect

(a)  in the event that the other Party is declared bankrupt or is granted a suspension of payments or a request to that effect is submitted to the District Court;

(b)  in the event that the other Party's business is wound up or discontinued.

6.5     Any notice of termination shall be submitted in writing or by e-mail.

## 7.  Confidentiality and Data Protection

7.1     Except where disclosure is expressly authorized in these A7 Trial Terms, including without limitation the Use Restrictions, Client shall keep confidential and protect against unauthorized access during and after the term of the A7 Trial Agreement any documents, information and data which have been made accessible to it or which it became aware of or due to, or in the course of the provision of the services under the A7 Trial Agreement, including without limitation the Credentials, the Documentation, the A7 Data and derivative works including parts of the A7 Data (hereinafter referred to as "**Confidential Information**"). In particular Client shall

(a)     keep Confidential Information confidential;

(b)     not disclose the Confidential Information or permit it to be made available to any person, unless it first obtains the Disclosing Party's written consent; and

(c)     not use Confidential Information other than for the purpose of enjoying the services under the A7 Trial Agreement, as provided in the A7 Trial Agreement and the Documentation;

(d)      not copy or download Confidential Information, unless where expressly authorized in the A7 Trial Agreement.

7.2      Client may disclose Confidential Information

(a)      where expressly authorized to do so under the A7 Trial Agreement, to its Affiliates, employees and professional advisers who need to know such kind of information; or

(b)      where disclosure is required by law or regulation or by a court or regulatory body having competent authority over the Client.

7.3      In case of Section 7.2 (a) Client shall ensure that each recipient of Confidential Information is made aware of and complies with all the obligations of confidentiality and Restrictions of Use of Client under the A7 Trial Agreement as if such recipient was a party to the A7 Trial Agreement.

7.4      The obligations contained in this clause do not apply to any Confidential Information that

(a)      is at the date of the A7 Trial Agreement in, or at any time after the date of the A7 Trial Agreement, comes into the public domain other than through breach of the A7 Trial Agreement by Client;

(b)      Client lawfully in the possessed before disclosure by DBAG to Client;

(c)      have been developed by Client independently, without reference to any information provided by or otherwise obtained under the A7 Trial Agreement;

(d)      subsequently comes lawfully into the possession of Client from a third party without obligation of confidentiality;

For the avoidance of doubt, for the purposes of Section 7.4. (a), the general public availability of Historical Data and Intraday Data that forms part of A7 Data shall not satisfy the requirement of public availability and therefore does not release Client from its obligation to keep the A7 Data confidential, where it is not expressly authorized to disclose under the A7 Trial Agreement.

7.5      Upon termination of this A7 Trial Agreement, Client shall permanently destroy, erase or delete all the Confidential Information in the possession or control of Client, including its Authorized Users, any party Client shared the Confidential Information with, in particular, but not limited to, from any computer, word processor, mobile telecommunication device or similar device into which it was stored or programmed, and provide to the Disclosing Party written confirmation of such destruction, erasure or deletion. Where Client requires to retain certain information for regulatory or audit purposes, upon Client's request, DBAG will offer Client data retention options at reasonable commercial conditions.

7.6      Under this A7 Trial Agreement, individuals associated with the Client will be required to provide DBAG with personal data like, for example, their name and their business address. This data is processed by DBAG's staff for the purposes of the contract implementation and customer service. When processing personal data DBAG will comply with the requirements of the applicable data protection laws and regulations. Further information on processing of the personal data and the rights of affected individuals can be found in the privacy notice of the A7 Platform available via the Links section on the [A7 Analytics Platform](#).

## 8. Liability

8.1 DBAG does not make any representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness of the information and data provided under or in connection with the use of A7 Platform. The A7 Data is provided as described in Section 2.5.

8.2 Liability of DBAG under or in connection with the A7 Trial Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited as follows:

   (a) In the event of willful intent or gross negligence DBAG shall be fully liable.

   (b) In the event of simple negligence DBAG shall only be liable when defaulting with an essential obligation *(wesentliche Vertragspflicht).* An essential obligation is an obligation, the performance of which is necessary for the execution of the contract and as well a performance of which Client's trust in and may trust in. An example for an essential obligation is DBAG's obligation to make the A7 Platform available for Client within the availability parameters specified in Section 4. In the event of defaulting on an essential obligation due to simple negligence DBAG shall be liable for the damage which is typical and was foreseeable at the time of entering into the A7 Trial Agreement.

   (c) In the event of simple negligence DBAG's liability shall be limited to the amount of Client's last paid invoice multiplied by twelve (12).

   (d) The statutory liability for the injury of life, body and health as well as under the Product Liability Act *(Produkthaftungsgesetz)* as well as any plea for contributory negligence *(Mitverschuldenseinwand)* shall remain unaffected.

8.3 Damage claims of Client shall become time-barred after one year as far as the A7 Trial Agreement does not provide for a shorter period and the claims do not derive from an injury of life, body, health or freedom or from willful intent. The deadline shall commence at the end of the calendar year within which the claim has arisen, and Client has gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.

8.4 Neither Party shall be liable if and to the extent that a breach of the A7 Trial Agreement is due to circumstances beyond its reasonable control (force majeure), including, without limitation, pandemics, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather and governmental actions.

8.5 During or prior to the execution of the A7 Trial Agreement, the global economy, the local economies where the services under the A7 Trial Agreement will be rendered, as well as their respective actors suffer massive constrains due to Corona. Against this background, both Parties' obligations under the A7 Trial Agreement shall be suspended if DBAG is unable to render the services due to Corona, notwithstanding the cause being foreseeable for either Party and/or DABG already being default at this time.

## 9. Indemnification for Third Party IP Claims

9.1.    If any data, information, design, specification, service or material made available by either Party (the "**Provider**") to the other Party (the other Party a "**Recipient**" and the received material hereinafter the "**IP-Material**") becomes the subject of a dispute with a third party in which that third party claims that the Recipient's use of the IP-Materials constitutes a violation of its respective intellectual property rights, the Provider shall defend the Recipient against such claim and hold the Recipient harmless from all damages, liabilities, costs and expenses awarded by a court or an arbitral tribunal to the third party or provided for in a settlement agreed by the Provider, provided that

(a)    the Recipient's use of the IP-Material did not constitute a violation of the A7 Trial Agreement and was not caused by Recipient's own alteration of or combination of the IP-Materials with other material; and

(b)    the Recipient informs the Provider without undue delay and in writing about the claim; and

(c)    the Recipient gives the Provider sole control of the defense and settlement negotiations and provides any information reasonably requested by the Provider to conduct the defense.

9.2    In the event the IP-Material is found to have violated a third party's intellectual property rights, the Provider shall be entitled (at Provider's own choice) to either obtain the necessary license or modify the relevant IP-Material in order to cease violating the third party's intellectual property rights. Where neither alternative is commercially feasible, the Provider may request the Recipient to return or delete the IP-Material and will refund any fees the Recipient paid to the Provider in respect to the IP-Material. Where the unavailability of the IP-Material fundamentally affects DBAG's ability to provide the services under the A7 Trial Agreement, DBAG shall be entitled to terminate the A7 Trial Agreement with immediate effect.

## 10. Miscellaneous

10.1    The A7 Trial Agreement and these A7 Trial Terms constitute the entire agreement of the Parties hereto with respect to the matter hereof and shall supersede all prior agreements and understandings, discussions, negotiations and communications, written and oral, between the Parties with respect to the subject matter hereof.

10.2    The A7 Platform Trial Agreement document and/or the confirmation mail with subject "Confirmation of A7 Platform Trial Agreement via Data Shop" and these A7 Platform Trial Terms and Conditions shall together form the A7 Trial Agreement. In the event of alterations, inconsistencies or contradictions between the A7 Platform Trial Agreement and these A7 Platform Trial Terms and Conditions, the A7 Platform Trial Agreement shall prevail.

10.3    Client may only set-off fees and payments due to DBAG under the A7 Trial Agreement with own claims against DBAG that have been ultimately decided by a competent court or tribunal or have been acknowledged by DBAG.

10.4 Unless otherwise expressly provided by governing law, Client shall not assign any rights or delegate any obligations created by the A7 Trial Agreement without the prior written consent of DBAG; such consent not to be unreasonably withheld.

10.5 DBAG shall be entitled to transfer the A7 Trial Agreement with all rights and obligations deriving from it to any of its Affiliates. Upon transfer of the A7 Trial Agreement, only that Affiliate shall be entitled and obliged under the A7 Trial Agreement; Deutsche Börse AG shall be released from all obligations under the A7 Trial Agreement.

10.6 Any amendment to the A7 Trial Agreement and any waiver of a right hereunder must be made by written instrument executed by the Parties and explicitly referring to the A7 Trial Agreement. If an instrument is delivered by any means of telecommunication, for the purpose of the foregoing sentence, it shall only be deemed to be in writing, if the delivered copy bears the signature of the issuer.

10.7 Should any individual terms of the A7 Trial Agreement be or become invalid or impracticable, this shall not affect the validity of the remaining terms hereof. Any invalid contractual provision shall be replaced either by the statutory provision or (in the event of absence of such a rule) such provision as the Parties would in good faith have admissibly adopted if they had been aware of the invalidity or nullity of the term which it replaces. The same shall apply in so far as it may be determined that the contractual provisions are incomplete.

10.8 The A7 Trial Agreement, its execution and interpretation shall be subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods 1980.

10.9 All disputes arising out of or in connection with the A7 Trial Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of arbitration shall be Frankfurt, Germany. The language of the arbitration shall be English.

**Schedule 1 – Definitions**

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| "A7 Data" | shall have the meaning given in Section 2.5. |
| "A7 Platform" | shall mean DBAG's web-based comprehensive A7 service offering including both detailed historic data on selected instruments, as well as a set of partially customizable tools for customers' analysis. The service will be accessible via a browser-based front-end solution as well as through an application programming interface (API), allowing direct access to data and functions. |
| "Affiliate" | shall include any person that, directly or indirectly, controls, is controlled by or is under common control with such Party; the term "control" means the possession of (i) 50% or more of the voting rights in the general meeting of a person or (ii) the power, directly or indirectly, whether by contract or ownership, to direct or cause the direction of the management and affairs of a person, including investment decisions. |
| "A7 Trial Agreement" | means the main body of text of the agreement, including any schedules thereto and these A7 Trial Terms, including any schedules hereto. |
| "A7 Trial Terms" | shall have the meaning given in Section 1.1. |
| "Artifacts" | shall have the meaning given in Section 2.6. |
| "Authorized User Account" | shall have the meaning given in Section 2.2. |
| "Authorized User" | shall have the meaning given in Section 2.2. |
| "Business Day" | shall mean any day excluding Saturdays, Sundays and bank holidays in Frankfurt am Main, Germany. |
| "Client Algorithm" | shall have the meaning given in Section 2.7. |
| "Client" | shall have the meaning given in the main body of the A7 Trial Agreement. |
| "Confidential Information" | shall have the meaning given in Section 7.1. |
| "Corona" | shall mean the global SARS-CvO-2/Covid-19 pandemic, including governmental and other measures to contain the resulting infections and potential reiterations (e.g., a second wave of new infections). |
| "Credentials" | shall have the meaning given in Section 2.2. |

**DEUTSCHE BÖRSE GROUP**

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| **"DBAG Algorithms"** | shall have the meaning given in Section 2.8. |
| **"DBAG"** | shall have the meaning given in the main body of the A7 Trial Agreement. |
| **"Documentation"** | shall have the meaning given in Section 4.8. |
| **"Effective Date"** | shall have the meaning given in the main body of the A7 Trial Agreement. |
| **"Historical Data"** | is all market data available after 12.00 p.m. of the day of its initial publication. |
| **"Indirect Client Obligation"** | shall have the meaning given in Section 3.5. |
| **"Internal Business Purposes"** | shall have the meaning given in Section 3.1. |
| **"Intraday Data"** | means all data made available 15 minutes after publication within a calendar day. |
| **"IP-Material"** | shall have the meaning given in Section 10.1. |
| **"Malicious Code"** | shall have the meaning given in Section 4.9. |
| **"Parties"** | shall have the meaning given in the main body of the A7 Trial Agreement. |
| **"Party"** | shall have the meaning given in the main body of the A7 Trial Agreement. |
| **"Provider"** | shall have the meaning given in Section 10.1. |
| **"Recipient"** | shall have the meaning given in Section 10.1. |
| **"Sub-Provider"** | shall mean a party's advisors, contractors and other service providers. |
| **"Third Party Rights Holder"** | Third party legal entity which owns the original copyrights and other intellectual property rights to specific A7 Data. |
| **"Use Restrictions"** | shall have the meaning given in Section 1.1. lit (b). |