

MEMX Extranet Addendum to the Connectivity Services Agreement

This Addendum (this “Addendum”), with an effective date as of the date executed on the signature page hereof, is made by and among each of MEMX LLC and MX2 LLC (each, an “Exchange”) and the user referenced below (“User”). Terms not defined in this Addendum shall have the meanings set forth in that certain Connectivity Services Agreement executed by and between the Exchange and User, as may be amended from time to time (the “Connectivity Services Agreement”).

By signing this Addendum, User identifies itself as an extranet (an “Extranet”) and agrees to adhere to all obligations of an Extranet as set forth in the xNET Connectivity Specification, as may be amended from time to time (the “Extranet Manual”), and authorizes the Exchange to identify User as an Extranet and to include User’s sales contact and service offerings in materials made publicly available on the Exchange’s website.

Executed versions of this Addendum and any other requested documents can be delivered to the Exchange through the Exchange’s User Portal or via email to membership@memx.com.

TERMS OF ADDENDUM

Whereas the Exchange provides certain services to User pursuant to the Connectivity Services Agreement and User desires to continue to use such services as modified below. For good and valuable consideration, User and the Exchange agree as follows:

- 1. Scope.** This Addendum shall be deemed to supplement the Connectivity Services Agreement. Except as set forth herein, all of the terms and conditions of the Connectivity Services Agreement are hereby incorporated by reference and shall remain in full force and effect and are not superseded or amended by this Addendum; provided, however, that in the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Connectivity Services Agreement, the terms and conditions of this Addendum control.
- 2. Modification of Connectivity Services Agreement.** User hereby requests that the Exchange identify User as an Extranet and hereby acknowledges and agrees to adhere to all requisite obligations of an Extranet as specified in the Extranet Manual. Such obligations include, without limitation, having provisioned redundant, high speed connections to the Exchange for use by multiple Members. The Exchange agrees that it will include User’s sales contact and service offerings in materials made publicly available by the Exchange, including publication on the Exchange’s website and/or any other promotional materials as determined in the Exchange’s reasonable discretion, following execution of this Addendum and verification by the Exchange that User is in compliance with the specific Extranet requirements set forth in the Extranet Manual.
- 3. Obligations of Extranet.** By entering into this Addendum, User acknowledges and agrees to the following:
 - (a) User has no rights in or to Exchange data, except for the right to transmit the Exchange data to the degree permitted under this Addendum, the Connectivity Services Agreement and the Data Agreement. User acknowledges and agrees that the Exchange has (i) proprietary rights in the information and data that originates on, derives from or relates to markets that are regulated, operated or administered by the Exchange, in the information and data that relates to individuals and entities that are regulated by the Exchange, and in the information and data that relates to activities that are regulated or operated by the Exchange, and (ii) compilation rights or other rights in information and data gathered from other sources. All Exchange data, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto,

shall, as between the parties, be and remain the sole and exclusive property of the Exchange. User shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance, and full enjoyment by the Exchange, its licensees, transferees and assignees, of the proprietary rights of the Exchange to Exchange data and the Exchange's networks and system.

(b) User agrees (i) not to format, display, access (except to the degree reasonably necessary to maintain the security of User's network and not otherwise in violation of this Addendum or the Connectivity Services Agreement) or alter Exchange data received through and from its connection to the Exchange; (ii) not to affect the integrity of Exchange data; and (iii) not to render Exchange data inaccurate, unfair, uninformative, fictitious, misleading, or discriminatory. User represents that it will not interfere with or adversely affect any of the component parts or processes of Exchange data, its connection to any of the Exchange's systems, or any use thereof by any other Authorized Third Party.

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their duly authorized officers.

This Addendum is submitted with respect to the following exchange(s): ☐ MEMX LLC ☐ MX2 LLC

User: _____

MEMX LLC; MX2 LLC (as applicable)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____