



Schedule 2 To Information License Agreement

Internal Use of Information by Licensee

Version 5.01

Schedule 2 Effective Date:

Agreement Effective Date:

Data Provider/s:

Data Provider	Information

Service/s:

Service Name	Service Type

1. Internal Use Packages - Real Time, Delayed, and Historical Information

Description	Fee/Fee Basis	Reporting Frequency/Unit of Count	Effective Date

* Fees for these Internal Use Packages are displayed in the table below

Description	Fee Details
Report Processing Fee	Late submission of reports, or submission of reports via any other means than the specified electronic reporting system, will result in Licensee being charged the monthly Report Processing Fee. USD 3,000.00 /Flat /Month



Description	Fee Details

License Location Details

ID	Provider	Firm Name	Address 1	Address 2	City	State	Country

2. Definitions

Application: a system or computer software that uses Information for Non-Display Use.

Automated Trading System: any system or computer software operated by a Licensee Group entity that generates and/or routes orders electronically with no, or only de minimis, human action involved in generating, sending and/or verifying orders.

As Needed: a reporting frequency where Licensee is required to report the details set out in Schedule 3, only when a change in the ability to access Information on a Unit of Count occurs (is added or removed). Such reports must be submitted, within the month that the change occurred.

E-mini: Information limited to contracts named E-mini.

Historical Information Repository: storage of Historical Information.

Hosted Display Device: an Internal Display Device that is supplied or controlled by a Data Provider.

Indirect Receipt of Data: a feed, connection or access point to Information from a Data Provider.

Internal Display Device: a Device that is used to display Information to staff of Licensee Group entities that is not a Licensee Wallboard.

Intranet: display of Information on a Licensee Group entity site on a private network that is accessible only to Licensee or Licensee Group employees and on-site independent contractors providing services to such entity.

Licensee Wallboard: a Device that is a large fixed unit of display equipment, that receives and displays Information and is viewable by an audience enclosed within a Licensee Group location.

Non-Display Use: non-viewable use of Information in any system, process, program, machine or calculation other than in order to display or distribute Information for display. Such use may include, but is not limited to, calculation of P&L, portfolio valuation, order processing, use within Automated Trading Systems, Semi-Automated Trading Systems and automated order routing.

The following are categories of Non-Display Use:

Non-Display Category A (1) trading as a principal: Automated Trading System usage of (a) CME, CBOT, NYMEX or COMEX Information to trade as a principle on a CME Group exchange or (b) GME Information for the purposes of trading as a principal on GME.

Non-Display Category A (2) facilitating client business: Automated Trading System usage of (a) CME, CBOT,



NYMEX or COMEX Information for the purposes of facilitating client business on a CME Group exchange or (b) GME Information for the purposes of facilitating client business on GME.

Non-Display Category A (3) trading on alternative venues: Automated Trading System usage of CME, CBOT, NYMEX, COMEX or GME Information to trade as a principal or to facilitate client business on an alternative venue(s), (i) whether regulated or unregulated, (ii) in over-the-counter transactions, or (iii) in any other environment that is not the exchange from which the Information originates.

For the purposes of Category, A (1)-(3) the use of an execution management system/order management system is permitted under the license. In addition, the definition of Automated Trading System as set out above applies to any system or computer software operated by a Licensee Group entity that generates and/or routes orders electronically with no, or only de minimis, human action involved in generating, sending and/or verifying orders.

Non-Display Category B internal order processing: Non-Display Use of Information within electronic systems or computer software to monitor order flow in the Licensee Group's business for the purpose of determining whether to internalize orders, in whole or in part.

Non-Display Category C (1-5): Non-Display Use of Information within electronic systems or computer software operated by a Licensee Group entity for any of the following uses:

- (C1) risk management;
- (C2) research and analysis;
- (C3) administration of Licensee Group's own fund;
- (C4) portfolio management; or
- (C5) other use approved by CME in writing.

Semi-Automated Trading System: any tool or functionality deployed on a display device, by an individual user, which is used to augment manual trading by automating the trading decision process and routing such automated orders.

3. Internal Information License and Fees

- 3.1 Subject to the terms and conditions of the Agreement, including but not limited to payment of the relevant Fees, CME grants Licensee Group, a limited, non-exclusive, non-transferable, non-sublicensable license during the term, to:
 - (a) display internally the Information in the Internal Display Information Packages identified in section 1 of this Schedule, within the Services for its internal business purposes only. Such Information may not be used for Non-Display Use without CME's prior written consent; and
 - (b) use the Information in the Non-Display Use Information Packages identified in section 1 of this Schedule, for the specified category of Non-Display Use identified in section 1. Such Information may not be displayed on any Device, without CME's prior written consent.

Except as set forth herein, no Licensee Group entity may (i) distribute any such Information to any third party, or (ii) create any derivative works based upon the Information, without the prior written consent of CME.

- 3.2 Each Licensee Group entity may distribute limited extracts of Information on an occasional basis to its customers subject to Information Policies, provided that such Information: (i) consists of one value per tenor per instrument with no other order book Information; (ii) is provided manually; and (iii) is provided on a push basis only. CME may determine in its sole discretion whether any distribution meets the requirements of this provision.
- 3.3 (a) In respect of all Information licensed hereunder, unless otherwise set out within this Schedule 2, Licensee must report the Units of Count with the ability to access Information in the same way as set out in Schedule 3, Reporting, on a per Device Unit of Count; in addition,.

(b) In respect of the Information identified in the Non-Display Use Packages in section 1 of this Schedule, Licensee must report each Application that uses such Information added or removed during the month in which it was added or removed as applicable and such other information as may be required by CME with respect to each Application on a per Internal Non-Display Package basis.



- 3.4 The Fees applicable under this Schedule are set forth in section 1 of this Schedule above. However, User Non-Display Fees, as set out in section 1 of this Schedule, apply only when Licensee is a single natural person.
- 3.5 Fees apply to Delayed Information from the DME Internal Use Package when the Delayed Information is streaming, that is updated at intervals of one (1) minute or less.
- 3.6 All Fees payable under this Schedule 2 shall automatically increase, on an annual basis, from January 1 of each calendar year by a percentage amount based on the world average consumer price inflation rate as published by the International Monetary Fund.
- 3.7 As of the Schedule 2 Effective Date, this Schedule 2 supersedes every prior Schedule 2 executed between the parties.

4. Licensee Wallboard

- 4.1 Subject to the terms and conditions of the Agreement, including but not limited to the payment of the relevant Fees, CME grants Licensee Group, a limited non-exclusive, non-transferable, non-sublicensable license during the Term, to display the Information contained in the Licensee Wallboard Use Packages identified in section 1 of this Schedule on a Licensee Wallboard subject to the following terms:
 - (a) Payment of the relevant per Licensee Wallboard Fees per Internal Use Package; and
 - (b) Licensee must report all Licensee Wallboards with the ability to access, the Licensee Wallboard Use Packages in section 1 of this Schedule on a monthly basis.

5. Fee Waivers

- 5.1 CME may waive Fees for Internal Display Devices that are used to support specific activities such as quality control and product development. All such waivers must be approved in advance in writing by CME. CME may limit the number of Devices for which such Fees are waived and may change such limit on thirty (30) Days' notice to Licensee. All such devices must be reported to CME as set out in Schedule 3, Reporting. For additional details see Information Policies.

6. Personal Data

- 6.1 Personal Data obtained will be used in accordance with the Privacy Center.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Schedule to be duly executed in its name and on its behalf by the officer or representative duly authorized.

	Licensee	CME
Signature		
Print Name		
Title		



Licensee		
Date of Signature		

SAMPLE