



NASDAQ OMX Global Subscriber Agreement Summary

NASDAQ OMX™

Subscribers to the Information must sign The NASDAQ OMX Group, Inc. ("NASDAQ OMX") Subscriber Agreement ("Agreement") or its equivalent in order to receive the Information (Refer to definition in [Section 12](#)). While all terms are important, NASDAQ OMX asks that you pay particular attention to the following conditions. For additional information, refer to the sections referenced at the end of each condition.

Restrictions on uses and transfers: The subscriber ("Subscriber") may not provide access to information described herein ("Information") or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber (for U.S. Information) and Business or Private (for non-US. Information) definitions. [\[Section 12\]](#)

Most types of damages are excluded and remaining damages are limited: NASDAQ OMX is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount. [\[Section 6\]](#) and [Section 7\]](#)

No implied or statutory warranties or duties: All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate. [\[Section 7\]](#)

Subscriber provides an indemnity: Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 9) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information. [\[Section 9\]](#)

Notices; Notification of Changes. All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (a) and (b) below. Notices shall be deemed to have been duly given (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) upon posting the notice or other communication on the NASDAQTrader website or a successor site. If an email address is provided, NASDAQ OMX may, in lieu of the above, give notice to or communicate with Distributor by email addressed to the persons identified in subsection (a) or to such other email address or persons as Distributor shall hereafter specify by prior written notice. By providing an email address, Distributor agrees that any receipt received by NASDAQ OMX from Distributor's service provider or internet computer server indicating that the email was received shall be deemed proof that Distributor received the message. If Distributor cannot see or printout all or any portion of the message, Distributor agrees that it is Distributor's responsibility to contact NASDAQ OMX at (301) 978-5307.

(a) if to **Subscriber:**

Name: _____
Title: _____
Address: _____

Telephone #: _____
Fax #: _____
Email: _____

With, in the event of notices of dispute or default,
a required copy to:

(b) If to **NASDAQ OMX:**

NASDAQ OMX Global Data Products
9600 Blackwell Road, Suite 500
Rockville, MD 20850
Phone: +1 301 978 5307 or +45 33 93 33 66
DataAdmin@nasdaqomx.com

With, in the event of notices of default or
dispute, a required copy to:

The NASDAQ OMX Group, Inc.
Office of General Counsel
Attn: Contracts Group
9600 Blackwell Road
Rockville, MD 20850

Governing Law; Construction: Everything relating to this Agreement is governed by the laws as detailed in per Appendix 1. For Information received, this Agreement shall be deemed to have been made in the jurisdiction of the applicable NASDAQ OMX Market as detailed in Appendix 1. **[Appendix 1]**

No oral amendments and only NASDAQ OMX may amend: The Agreement may not be altered orally and may only be altered by NASDAQ OMX pursuant to an agreement procedure which includes notice to either the Subscriber or the Distributor. Failure to terminate the Agreement before, or use of Information thereafter, an amendment will be the Subscriber's consent (or confirmation of earlier consent) to the amendment. **[Section 10 and Section 11]**

Distributors can impact Subscriber's rights but not NASDAQ OMX's rights: A Distributor does not have the authority to change the Agreement. Distributors are obligated to provide notice of NASDAQ changes to the Subscriber. However, if they do not, NASDAQ OMX's notice to the Distributor is still effective, as to Subscriber including notice of cancellation. **[Summary and Section 12]**.

Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations. Distributor acknowledges that NASDAQ OMX may be under certain restrictions when offering the Information, as detailed in Appendix 1. **[Section 1]**

Please review the following terms and conditions of the NASDAQ OMX Global Subscriber Agreement before you complete the Signature Section: You must be 18 years of age and must designate yourself as either a Non-Professional or Professional and Business or Private Subscriber in the following section, based on the definitions provided in Section 12. To qualify as Non-Professional or Private Subscriber, you **must** meet all the terms set forth in Section 12. **By completing this section, I agree to the terms and conditions set forth in this NASDAQ OMX Global Subscriber Agreement.**

☐ **Individual Subscriber** – Complete Section A.

☐ **Subscriber Firm or Organization**–Complete Section B.

US Subscriber Status:

☐ Professional
☐ Non-Professional*

Non-US Subscriber Status:

☐ Business
☐ Private *

US Subscriber Status:

☐ Professional

Non-US Subscriber Status:

☐ Business

A. Individual Subscriber Information:

B. Subscriber Firm Information:

(PRINT NAME OF INDIVIDUAL SUBSCRIBER)

(PRINT NAME OF SUBSCRIBER FIRM)

By: _____
(SUBSCRIBER SIGNATURE)

By: _____
(SUBSCRIBER SIGNATURE)

Date: _____, 20____

Name of
Signatory: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of SUBSCRIBER FIRM)

Title: _____
AUTHORIZED OFFICER

Date: _____, 20____

Distributor Information (for Distributor/Vendor/Data Provider Use Only)

Distributor: SAUDI NATIONAL TECHNOLOGY GROUP
(PRINT NAME OF DISTRIBUTOR FIRM)

By: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of DISTRIBUTOR)

Signatory: _____
(SIGNATURE OF PERSON SIGNING ON BEHALF OF DISTRIBUTOR)

Title: _____
AUTHORIZED OFFICER

Date: _____, 20____