

DISCLOSURE AGREEMENT FOR INFORMATION CONTRIBUTED TO THE STAC VAULT

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This Agreement is made by and between Securities Technology Analysis Center, LLC ("STAC") and the entity that employs the individual who is accepting this Agreement by clicking the "SUBMIT" button ("Company").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THE TERMS MAY HAVE CHANGED SINCE THE LAST TIME YOU SUBMITTED INFORMATION. BY CLICKING THE SUBMIT BUTTON, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF COMPANY AS OF THE DATE YOU CLICK SUCH BUTTON ("SUBMISSION DATE"), AND YOU AFFIRM THAT YOU HAVE AUTHORITY TO DO SO ON BEHALF OF COMPANY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT CLICK THE SUBMIT BUTTON. IF YOU DO NOT CLICK THE SUBMIT BUTTON, YOU WILL NOT BE ABLE TO SUBMIT INFORMATION TO STAC VIA THIS WEB PAGE. IF COMPANY HAS SIGNED A SEPARATE AGREEMENT WITH STAC GOVERNING STAC'S DISCLOSURE OF THE SUBMITTED INFORMATION (AS DEFINED BELOW), THE TERMS OF SUCH AGREEMENT SHALL GOVERN, AND THE TERMS CONTAINED IN THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT.

STAC and Company agree:

1. The information contained in the files designated in the field below entitled "Names of files transmitted to STAC" ("Submitted Information") may include, without limitation, performance test results, other information about Company's products and services, software, or test data.
2. STAC will accept the Submitted Information for inclusion in a service marketed under the name STAC Vault or such successor name that STAC may elect from time to time ("STAC Vault") if STAC, in its sole judgment, determines that:
 - a. Company meets the qualifications to submit information to the STAC Vault; and
 - b. The submission adheres to the following criteria:
 - i. The Submitted Information corresponds to an approved or draft set of STAC Benchmark specifications which STAC has published to STAC Benchmark Council members, or the Submitted Information is a report produced by STAC, or the Submitted Information is content that STAC has otherwise agreed to accept from Company;
 - ii. The Submitted Information includes all required information in the required format, as specified by the relevant instructions provided by STAC from time to time ("Submission Protocol"), and Company otherwise follows the Submission Protocol;
 - iii. Company created the Submitted Information in good faith and with due care for accuracy; and
 - iv. Company has provided the Submitted Information with any necessary third-party approvals.
3. Submitted Information that is accepted into the STAC Vault will be represented as one or more sets of information ("Vault Items"). In creating Vault Items, STAC may, in its sole discretion, transform how the Submitted Information is presented. Such transformation may include but will not be limited to:
 - a. Transforming data files in the Submitted Information into tables, charts, and a human-readable document; or
 - b. Rendering the Submitted Information accessible via query interfaces.
4. STAC may modify the content of Submitted Information if, in STAC's sole judgment, such modification is desirable to ensure clarity or to conform to a reporting standard. Notwithstanding the foregoing, STAC shall not materially alter the meaning of the Submitted Information without Company's written consent.
5. STAC shall label all Vault Items so as to signify that they are from the STAC Vault and are confidential.
6. Company shall own the Submitted Information. Company hereby gives STAC a worldwide, perpetual, transferable, paid-up, exclusive, royalty-free license to use, copy, distribute, and modify the Submitted Information, subject to the terms of this Agreement.
7. STAC shall own the Vault Items. STAC hereby gives Company a worldwide, perpetual, transferable, paid-up, non-exclusive, royalty-free license to use, copy, distribute internally, and modify the Vault Items, provided that Company shall preserve any copyright, trademark, and confidentiality notices contained therein.
8. STAC may publicize the availability of Vault Items. Such publicity may be via STAC's web site, email, or other media which STAC may choose in its sole discretion.
9. STAC shall only disclose the Submitted Information to its affiliates, employees and representatives who have a need to know such information to accomplish STAC business.
10. Notwithstanding the foregoing, STAC may disclose Submitted Information to any third party if the following conditions are satisfied:
 - a. The third party has executed a confidentiality agreement with STAC that prevents further disclosure of the Submitted Information ("Confidentiality Agreement"); and
 - b. Company has authorized STAC in writing to disclose the Submitted Information to the third party (thus making the third party and its personnel "Authorized Recipients"), either by providing STAC with blanket authorization to disclose the Submitted Information to all third parties or by authorizing disclosure to the specific third party.

11. Notwithstanding the foregoing, STAC may disclose portions of Submitted Information to third parties in a form that does not identify Company or Company's products, such as, by way of example only, in industry trend reports.
12. STAC shall not be liable in any way whatsoever for any breach of a Confidentiality Agreement by an Authorized Recipient.
13. Company acknowledges and accepts that it is possible for an employee of an Authorized Recipient to change employers and that such employee might still be able to access Vault Items after such change of employment.
14. If STAC becomes legally compelled to disclose Submitted Information, in whole or in part, or if STAC is notified by an Authorized Recipient that the Authorized Recipient is legally compelled to disclose a Vault Item, in whole or in part, then STAC shall provide Company with prompt written notice unless prohibited by law, so that Company may seek a protective order or other appropriate remedy.
15. STAC's disclosure of Submitted Information shall not be subject to the constraints in this Agreement if:
 - a. At the time of disclosure the information is, or subsequently through no fault of STAC becomes, generally available to the public;
 - b. The information becomes rightfully known to STAC through a third party with no obligation of confidentiality;
 - c. The information was lawfully in the possession of STAC prior to such disclosure; or
 - d. The information is independently developed by STAC.
16. STAC may, in its sole discretion, restrict access to Vault Items to specific third parties, such as, by way of example only, those third parties who have paid specific fees to STAC.
17. Under no circumstances will STAC owe any payments to Company under this Agreement.
18. If the relevant Submission Protocol for the Submitted Information requires Company to supply contact information for individuals with authority to carry out Company's rights and obligations under this Agreement, Company shall notify STAC of changes to such contact information no later than 5 business days after the previous contact information is no longer valid. In the event that STAC becomes aware that the contact information has been invalid for more than 5 business days, STAC will make efforts to resolve the issue with other contacts it may have at Company; however, in such event, STAC reserves the right to remove from the STAC Vault any Vault Items for which such contact information is lacking.
19. Company assumes full and exclusive responsibility for securing all rights, titles, licenses, permissions and approvals necessary to exercise its rights and obligations under this Agreement. This includes but is not limited to securing permission from third parties to disclose performance results, where such permission is required. Company warrants that it has the rights to contribute the Submitted Information. STAC reserves the right to confirm with a third party that Company has obtained the necessary rights from the third party; however, this in no way relieves Company of its responsibilities in this Agreement.
20. Company shall indemnify, defend and hold harmless STAC, its affiliates, officers, directors, employees, agents, representatives and contractors from any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, as incurred, arising out of, relating to or resulting from any third party claim that the Submitted Information, or any portion thereof, infringes, misappropriates or violates such third party's proprietary or other rights. STAC shall: (a) give prompt notice to Company of the existence of the indemnifiable event, (b) reasonably cooperate with Company in the defense and/or settlement of any such claim at Company's expense, and (c) permit Company to control the defense and/or settlement of any such claim.
21. COMPANY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SUBMITTED INFORMATION. EXCEPT AS SET FORTH HEREIN, COMPANY SHALL NOT HAVE ANY LIABILITY TO STAC OR TO ANY OTHER PARTY FROM STAC'S OR SUCH PARTY'S USE OF THE SUBMITTED INFORMATION.
22. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
23. The restrictions on disclosure in this Agreement shall be binding on STAC for a period of two (2) years from the Submission Date.
24. In the event that a term in this Agreement conflicts with a term in any software license from STAC to Company, such as a STAC Test Harness license, the term in the software license will prevail. For avoidance of doubt, this Agreement does not provide Company with any right to disclose to any third party any test results generated from a STAC Test Harness.
25. Notices and other communications under this Agreement shall be in writing and, except as otherwise provided herein, may be sent by email or by mechanisms that STAC informs Company have been established on STAC's web site for the purpose of communications related to this agreement. If sent by email, notices will be deemed delivered upon transmission. Notwithstanding the foregoing, notices and communications made under Sections 14 and 20 of this Agreement shall be: (a) in writing; (b) delivered by hand or by registered or certified mail, return receipt requested, at the addresses set forth above, or to such addresses as either party shall specify by a written notice to the other; and (c) deemed given upon receipt.
26. This Agreement will be deemed to have been executed in the State of New York and will be governed by and construed in accordance with the laws of the State of New York. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party except that either party may assign this Agreement or any of its rights or interests hereunder, or

delegate any of its obligations hereunder, to an affiliate or to its successor-in-interest in connection with a merger, reorganization, consolidation or sale.