

# General Terms and Conditions

to the Market Data Dissemination Agreement  
for Vendors / Revendors

Special Provisions Non-Display

Version 7.1  
Effective from 10/01/2018

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To be referred to as „Boerse“

## Document information

Information classification: Public

## Reference documents

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
General Provisions  
Version 7.1, 10/01/2018

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Ticker Tape / Electronic Displays  
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Index Data  
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Securities Master Data  
Version 7.0, 01/01/2018

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – PRIIP Data  
Version 1.0, 01/01/2018

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Key Figures  
Version 1.0, 02/01/2020

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## 1 Scope of application

(1.1) The special provisions of §§ 1 to 8 below apply to the Non-Display usage of Real-time information.

(1.2) The Information Products available for Non-Display Information usage are stipulated in the Price List for Data utilization and in the Order Form to the Market Data Dissemination Agreement for Vendors/Revendors as well as the Non Display Usage Declaration

(1.3) The special provisions of § 1 to 8 shall apply in addition to the General Provisions, but in case of conflicts take precedence over the General Provisions.

## 2 Non-Display Use of Information licence

The Non-Display usage of Real-time information requires a separate order and licensing by the Boerse. By virtue of the Market Data Dissemination Agreement for Vendors/Revendors, the Contracting Party and its affiliated companies shall be granted a non-exclusive, non-transferable right for Non-Display Use of Information pursuant to section 4 below.

## 3 Proprietary rights in derived works

Unless the Contracting Party uses / processes the real-time information for the creation of indices and / or other works / products (e.g., risk indicators, VWAPs, analytical Key figures), the rights to these works belong exclusively to the Contracting Party.

## 4 Notification of Non-Display Information usage

(4.1) The Contracting Party shall notify the Boerse of Non-Display Information usage by itself or one of its affiliated companies, in the Non-Display Usage Declaration specifying:

- a) the information Products for which Non-Display Information usage is required;
- b) in which or which of the types specified in the Non Display Usage Declaration under 3 a Non-Display Information usage will take place;

The Boerse reserves the right to make further enquiries with the Contracting Party with respect to the intended usage of information.

(4.2) The Boerse shall be notified of any changes in actual or intended Non-Display Information usage, without delay.

(4.3) The notification obligations vis-à-vis the Boerse as set out above do not affect any other notification obligations under a Market Data Dissemination Agreement for Vendors / Revendors.

(4.4) The order for the corresponding Non-Display Information usage license in accordance with the category will then be made in the Order Form to the Market Data Dissemination Agreement for Vendors /

Revendors. In the Order Form to the Market Data Dissemination Agreement for Vendors / Revendors, the Contracting Party must also indicate when Non-Display Information usage will start.

## 5 Remuneration

(5.1) The right to Non-Display Information usage is generally chargeable and is subject to a Non-Display licence fee as stipulated in the Price List for Data Utilisation.

(5.2) The Contracting Party undertakes to pay the Non-Display licence fees in accordance with the valid Price List For Data Utilisation (as amended), which is available on the internet on <https://www.boerse-stuttgart.de/ip>, and which forms part of the Market Data Dissemination Agreement for Vendors/Revendors. If the Contracting Party's remuneration payment is subject to value-added tax, the statutory VAT shall be added to the remuneration stated in the price list to the Market Data Dissemination Agreement for Vendors/Revendors.

(5.3) In the event of any notifications of Non-Display Information usage being incorrect, incomplete or not being made at all, the Boerse's resulting loss in remuneration shall be paid retroactively. The Boerse shall be entitled to charge interest on such remuneration (as set out in § 13 (3) of the General Provisions) to be paid retroactively with effect as from that time when interest would have been payable in the case of correct notification. Where such incorrect, incomplete or failed notification of Non-Display Information usage pursuant to § 4 above is caused by wrongful intent or gross negligence, the Boerse shall be entitled to charge a fee, in addition to the remuneration to be paid retroactively, not exceeding the amount of the remuneration to be paid retroactively including interest.

(5.4) Non-Display licence fees of the respective category shall be paid separately, depending on the case at hand.

## 6 Reporting

The provisions of § 15 of the General Provisions (Reporting) shall not be applicable for the time being.

## 7 No responsibility by the Boerse for information disseminated

The Contracting Party's rights to Non-Display Information usage (as set out in detail in § 4 above) are granted under the Market Data Dissemination Agreement for Vendors/Revendors. The Boerse accepts no liability vis-à-vis the Contracting Party and its affiliated companies for the accuracy, timely dissemination or completeness of the disseminated data.

## **8 Non-Display Information usage by Subscribers of the Boerse's Contracting Party**

(8.1) When entering into or amending a Market Data Dissemination Agreement for Vendors/Revendors, the Boerse's Contracting Party must explicitly notify its Subscribers that Non-Display usage of Real-time Information is only permitted under the conditions stipulated in § 4 above. The Boerse's Contracting Party shall refer its Subscribers to the Boerse with respect to entering into a Market Data Dissemination Agreement for Vendors/Revendors for Non-Display Use of information pursuant to § 2 above. Furthermore, the Contracting Party shall identify those Subscribers where the Contracting Party is aware of Non-Display Use of information, or where such Subscribers have expressed an interest to do so.

(8.2) In the event that the Boerse's Contracting Party becomes aware of a Subscriber or an affiliated company using Real-time Information for the purposes of Non-Display Use of information without permission, the Contracting Party shall ensure, by taking appropriate measures (if necessary, by ceasing the data supply to the Subscriber concerned), that the unauthorised Non-Display Use of information ceases immediately, but in any case no later than 30 days after being informed thereof. The Contracting Party shall inform the Boerse, without delay, of the unauthorised Non-Display Use of Information it has become aware of, identifying the Subscriber concerned.

(8.3) The Boerse will charge Non-Display Licence Fees directly to those Subscribers who have entered into a Market Data Dissemination Agreement for Vendors/Revendors for Non-Display Use of information with the Boerse.