

Webhosting Agreement

Version 7.0
Effective from 01/01/2018

between

Boerse Stuttgart GmbH
Börsenstraße 4
70174 Stuttgart

to be referred to as „Boerse Stuttgart“

and

to be referred to as „Contracting Party“

together to be referred to as „Parties“ or individually as „Party“

Document classification

Information classification: public

Reference document

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 – Non-Display
Version 7.1, 10/01/2018

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

Content

1	Scope of application	3
2	Products	3
3	Definitions	3
4	Waiver of a Separate Market Data Dissemination Agreement with the Displaying Party	3
5	Applicability of the Provisions of the Market Data Dissemination Agreement	3
6	Remuneration	3
7	Final provisions	3
8	Signatures of the contracting parties	4
9	Annex 1: Displaying Party Notice	5

1 Scope of application

The following provisions shall apply to the onward dissemination of Delayed Information by way of web-hosting.

2 Products

The scope of web-hosting currently comprises all of the Boerse's Information Products in delayed form (including Index Data).

3 Definitions

Displaying-Party

A client of the Contracting Party on whose website the Contracting Party implements a hosted application.

Gehostete Applikation

Application integrated by the Contracting Party on the Displaying Party's website, through which the Displaying Party provides Delayed Information to its end users.

Webhosting

Server-based implementation of a Hosted Application within the Displaying Party's website.

4 Waiver of a Separate Market Data Dissemination Agreement with the Displaying Party

(4.1) The Boerse hereby waives the requirement of concluding a separate Market Data Dissemination Agreement for Revendors with a Displaying Party, provided that all of the conditions set forth below:

(4.2) The relevant Displaying Party has been registered with the Boerse as such, by way of a duly completed notice.

(4.3) The Contracting Party has the sole technical control over the Hosted Application and the Delayed Information made available via that Application. In particular, the Delayed Information must remain within the systems of the Contracting Party; the Displaying Party shall neither have the technical ability to store, process or copy the Delayed Information, nor to disseminate the Delayed Information to third parties, or use the Delayed Information in any other form outside the Hosted Application.

(4.4) The Displaying Party has acknowledged the rights held by the Boerse (and by any other third-party owners of rights) in its agreement with the Contracting Party.

5 Applicability of the Provisions of the Market Data Dissemination Agreement

(5.1) Notwithstanding any foregoing provisions that deviate therefrom, the General Terms and Conditions of Business of the Market Data Dissemination Agreement concluded with the Contracting Party shall apply to the Displaying Party mutatis mutandis. The Contracting Party shall be liable vis-à-vis the Boerse for the compliance with such provisions by the Displaying Party. This applies especially to the (Re)Vendor fees and other data fees which may occur.

(5.2) The subscribers of the Delayed Information made available by the Displaying Party shall be deemed to be end users of the Contracting Party. To this extent, the Contracting Party shall be subject to the obligations relating to end users under the Market Data Dissemination Agreement.

(5.3) The Contracting Party shall ensure that end users are advised of the prohibition to disseminate the Information onward. A note to this effect (for example in a footnote) shall be incorporated into Hosted Application.

(5.4) In the event that a Displaying Party disseminates Information onward without permission, the Contracting Party shall ensure, by taking appropriate measures (if necessary, by suspending the web-hosting for the Displaying Party concerned), that the unauthorised onward dissemination of Information ceases immediately, but in any case no later than 30 days after being informed thereof. In the case of particularly serious violations, the Boerse shall be entitled to demand an immediate cessation of the Information supply to the affected Displaying Party.

6 Remuneration

(6.1) The Boerse currently charges no data fees for Delayed Information.

(6.2) Within the framework of an audit, the Contracting Party shall be obliged to ensure that the Boerse (or the auditors instructed by the Boerse, as the case may be) is given access to the relevant documents and technical systems of the Displaying Parties; Section 16 of the General Terms and Conditions of Business to the Market Data Dissemination Agreement for Vendors/Revendors shall apply mutatis mutandis. Where this obligation has been breached, the legal consequences set out in the General Terms and Conditions of Business to the Market Data Dissemination Agreements for Vendors/Revendors shall apply mutatis mutandis.

7 Final provisions

(7.1) The Contracting Party shall submit to the Boerse, without undue delay, an amended Displaying Party

notice if any data contained therein regarding a Displaying Party has changed.

(7.2) This Agreement forms an integral part of the Market Data Dissemination Agreement concluded with the Contracting Party. Notwithstanding any foregoing provisions that deviate therefrom, the General Terms and Conditions of Business to the Market Data Dissemination Agreements for Vendors/Revendors shall apply to this Agreement as well. In the case of contradictions, the foregoing provisions of this Agreement shall prevail over the General Terms and Conditions of Business to the Market Data Dissemination Agreements for Vendors/Revendors.

8 Signatures of the contracting parties

The contract will be executed in two copies. Both Parties will receive a copy.

On behalf of the Customer

On behalf of Boerse Stuttgart GmbH

Place, date:

Place, date:

Name, first name:

Name, first name:

Name, first name:

Name, first name:

9 Annex 1: Displaying Party Notice

Displaying Party 1:

Company name

Street address

Postal code, city/town

Country

URL

Displaying Party 2:

Company name

Street address

Postal code, city/town

Country

URL

Displaying Party 3:

Company name

Street address

Postal code, city/town

Country

URL

Please use a separate sheet to indicate additional Displaying Parties as required.