

# General Terms and Conditions

to the Market Data Dissemination Agreement  
for Vendors / Revendors

Special Provisions BSDEX Data

Version 1.1  
Effective from 01/07/2024

**Boerse Stuttgart GmbH**  
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70174 Stuttgart

To be referred to as „Boerse Stuttgart“

## Document information

Information classification: Public

## Reference documents

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
General Provisions  
Version 8.4, 01/07/2024

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Non-Display  
Version 8.2, 01/07/2024

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Index Data  
Version 8.2, 01/07/2024

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Securities Master Data  
Version 8.2, 01/07/2024

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – PRIIP Data  
Version 1.3, 01/07/2024

General Terms and Conditions to the Market Data  
Dissemination Agreement for Vendors/Revendors –  
Special Provisions – Key Figures  
Version 1.3, 01/07/2024

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## 1 Scope of application

(1.1) The Special Provisions §§ 1 to 9 shall apply exclusively to the use of the data of Boerse Stuttgart Digital Exchange GmbH (hereinafter referred to as "BSDEX" and "BSDEX Data").

(1.2) The Special Provisions §§ 1 to 9 shall apply in addition to the General Provisions, but shall take precedence over them in the event of any contradictions.

(1.3) The Special Provisions - Non-Display shall not apply. Non-display information usage is not permitted for BSDEX data - here also in particular for delayed data.

## 2 Usage of the BSDEX data

(2.1) The §§ 5 - 11 of the General Terms and Conditions to the Market Data Dissemination Agreement for Vendors / Revendors – General Provisions shall not apply.

(2.2) The rights of use defined below shall apply exclusively to the BSDEX data.

(2.3) The Contractual Partner shall be granted a non-exclusive and non-transferable right to use the BSDEX Data received during the term of the Market Data Dissemination Agreement for Vendors / Revendors in unmodified and modified form.

- a. redistribute to customers of the Contractual Partner (Subscribers and Revendors) for their display of the BSDEX Data to the Contractual Partner's customer,
- b. to redistribute to affiliate companies who may use the BSDEX Data for display and redistribution purposes.

(2.4) The usage of the BSDEX Data by third parties to issue financial instruments based on the BSDEX Data is only permitted with the express and additional approval of BSDEX. For this purpose, the Contractual Partner shall obtain a corresponding approval bilaterally with BSDEX.

(2.5) Extensions with regard to the type and scope of usage shall require authorization by Boerse Stuttgart as well as a corresponding extension by means of an additional agreement. This shall lead to an adjustment of the compensation.

## 3 Scope of the performance obligations

(3.1) Boerse Stuttgart shall provide its contracting parties with BSDEX Data for financial instruments listed on BSDEX.

(3.2) The type and scope as well as the composition of the BSDEX data to be supplied is due to the specification in its current valid version. The specification can be requested from the Information Products Department.

## 4 Principles of cooperation

(4.1) Boerse Stuttgart declares that Boerse Stuttgart is an experienced and reliable provider of such services with expertise and care.

(4.2) Boerse Stuttgart will therefore make all reasonable efforts to ensure the accuracy, completeness and timeliness of the BSDEX Data.

(4.3) However, the assumption of a guarantee for the correctness and completeness of the BSDEX Data supplied does not result from this.

(4.4) The basic composition and structure of the BSDEX Data may be changed unilaterally by Boerse Stuttgart if this has been brought to Boerse Stuttgart's attention by external suppliers. This can be proven upon request of the contracting party.

(4.5) A prerequisite for this is that the contracting parties are notified of the changes in writing or in electronic form with a notice period of at least 30 days.

## 5 Marking of the BSDEX data via distribution

(5.1) Boerse Stuttgart identifies the BSDEX data by the field "SID Source".

(5.2) The source indication shall be adapted accordingly. Section 8 of the General Provisions shall apply accordingly.

## 6 Rights

(6.1) Boerse Stuttgart and BSDEX are the sole owners of all copyrights and other proprietary rights with respect to the BSDEX Data.

(6.2) Boerse Stuttgart warrants to the contracting parties that Boerse Stuttgart is authorized to grant the contracting parties the agreed rights to use and possess the Data, in particular that Boerse Stuttgart has the unrestricted authority to receive, transfer and distribute the Data and has the right to permit and authorize the contracting parties to transfer, process and distribute the Data and that the use, processing and marketing of the Data do not infringe any third party rights under German law.

(6.3) If Boerse Stuttgart is not or no longer entitled to make the BSDEX Data available to the contracting parties and to provide it to the contracting parties for use and if Boerse Stuttgart is not responsible for this, Boerse Stuttgart may give extraordinary partial notice of termination of the provision of the data concerned with a notice period of 90 days to the end of the month.

(6.4) The Boerse Stuttgart also reserves the right not to offer certain data of individual instruments, provided that a corresponding provision of the BSDEX exists.

(6.5) After termination of a contract, the contracting parties may continue to store the BSDEX data received during the term of the contract for an unlimited period of time. The contracting parties may use it without limitation to link or arrange database contents, to keep the databases functional and to continue to use historical database contents on an inventory basis.

## **7 Compensation and Reporting**

(7.1) No remuneration is payable by the Contracting Party for using BSDEX Data for the time being. The provisions set out in §§ 12 to 13 of the General Provisions shall not be applicable.

(7.2) The provisions of § 14 of the General Provisions shall not be applicable for the time being.

## **8 Liability**

The contracting party shall indemnify Boerse Stuttgart and BSDEX against liability vis-à-vis third parties in the event of recourse claims by third parties based on the use of the BSDEX Data by the contracting party and its customers not in accordance with the contract. The same shall apply to recourse claims of third parties against Boerse Stuttgart or against BSDEX which are based on the fact that false BSDEX Data have been published, provided that the publication of false data has been caused by the contracting party.

## **9 Provision of the BSDEX data**

The BSDEX data are provided via the systems of Boerse Stuttgart via dedicated line or via VPN. More details can be found in the detailed specifications.