

# General Terms and Conditions

to the Market Data Dissemination Agreement  
for Vendors / Revendors

Special Provisions Key Figures

Version 1.3  
Effective from 01/07/2024

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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 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 – BSDEX Data  
Version 1.1, 01/07/2024

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## 1 Scope of application

(1.1) The special provisions §§ 1 to 9 apply exclusively to the use of Key Figures.

(1.2) The special provisions of § 1 to 9 shall apply in addition to the General Provisions, but in case of conflicts take precedence over the General Provisions.

## 2 Definitions

### Data packages

The Key Figures are bundled and delivered in different data packages. The respective scope and content of the different data packages can be found in the specification for Key Figures.

### Internal usage

The Key Figures are used internally if the Key Figures are used exclusively by the respective customer himself or by his employees, without any external redistribution to third parties or display/publication of the Key Figures.

### Key Figures

Data (Key Figures) on all financial instruments that are part of the securities master data feed for structured securities of Boerse, provided by the partner of the Boerse. The type and scope of the Key Figures is determined by the specification for Key Figures.

### Partner

The Key Figures or the data packages for the Key Figures are technically provided by the partner of the Boerse. The partner is TTMzero GmbH.

### Publication (external usage)

The publication/use of Key Figures is carried out externally if the Key Figures are distributed/used externally by the respective customer to third parties or are displayed in any other form, e.g. on a website or mobile application.

## 3 Object of contract

(3.1) Through its partner, Boerse provides the customer with the technical possibility to obtain the Key Figures or data packages in electronic form.

(3.2) The content of the data packages, i.e. the type and scope of the data, can be taken from the specification for Key Figures. The specification is a reference document to this special provisions and therefore an integral part of the it.

## 4 Identification of Key Figures by distribution

(4.1) § 8 of the General Terms and Conditions - General Provisions shall apply accordingly. The reference must be adapted accordingly ("Indicators provided in cooperation with TTMzero and Boerse Stuttgart.").

## 5 Remuneration and Reporting

(5.1) The prices for the individual data packages can be taken from the currently valid price list data utilization.

(5.2) The contractual partner undertakes to pay the remuneration according to the currently valid price list data utilization.

(5.3) The provisions of § 15 Reporting of the General Terms and Conditions - General Provisions are currently not applicable.

## 6 Liability

(6.1) In case of recourse claims of third parties, which are based on a non-contractual use of the Key Figures by the contracting partner, the contracting partner releases Boerse from liability towards third parties.

(6.2) The data is provided in the form and with the content as provided by the partner of Boerse Stuttgart. Boerse Stuttgart does not assume any liability for the correctness and completeness of the supplied Key Figures. Boerse Stuttgart does not owe a check of the received and delivered Key Figures for plausibility, correctness, completeness or any other examination of the Key Figures.

## 7 Usage rights

(7.1) The customer shall receive a non-exclusive and non-transferable right to use the ordered and licensed Key Figures (data packages) selected by him and received during the term of the contractual relationship in unchanged and modified form for internal and external use. With regard to the Key Figures, these rights of use are limited to the data packages that the customer selected in the order form.

(7.2) As a concentrated collection of factual information, the Key Figures serve only as an aid to easier access to securities data. However, the provision of the Key Figures does not relieve the customer of the need to check the Key Figures and, if necessary, to provide explanations. The suitability and usability of the Key Figures for the purpose intended by the client must be checked for themselves within the scope of the usage rights.

(7.3) The customer is entitled to make the working, backup and archiving copies required for the intended use and to provide these copies to a third party exclusively for the operation of (emergency) computer centers for the customer. The customer shall be liable to Boerse for lost usage fees in the event of misuse or distribution of data by the operator of the (emergency) computer centers.

(7.4) Extensions with regard to the type and scope of use require the authorization of Boerse and a

corresponding extension by means of a supplementary agreement. This leads to an adjustment of the remuneration.

## **8 Rights**

(8.1) Boerse and its partners are the sole owners of all copyrights and other protective rights with regard to the Key Figures and the data on which they are based. The customer acknowledges this.

(8.2) Boerse assures the clients that Boerse is authorized to grant the clients the agreed rights to use and possess the data and that the use, processing and marketing of the data by Boerse according to German law does not infringe the rights of third parties.

## **9 Provision of Key Figures**

The Key Figures are transmitted and provided by the partner of Boerse. For this purpose, an individual access data channel (access) will be set up for the customer for the duration of the contract. The basis for this is a contract on data provision concluded between the partner of Boerse and the customer.