

## XE CURRENCY DATA FEED API LICENSE AGREEMENT

This License Agreement (the "Agreement") is a legal agreement between you ("You" or "Your") and XE Corporation ("XE") and sets forth the terms and conditions by which XE will make the XE Currency Data Feed API (defined below) available in order to electronically provide You and Your End Users (defined below) with use of and access to the XE Data (defined below). **This agreement was last updated on January 26<sup>th</sup> 2018.**

For the purposes of this Agreement, the "XE Data" shall consist of: (i) all currency data and information feeds, media, software, documentation, printed materials, and/or electronic documentation made available or supplied by XE or its licensees and (ii) certain other software, data, and/or documents supplied by XE or its licensees to facilitate use of such data. "XE Currency Data Feed API" means XE's service or application programming interface that allows You and other authorized licensees to access and retrieve XE Data. "Permitted Application" means a single software application used by You for a specific business product, service, process, or function. This "Agreement" includes all amendments, addendums, and revisions to the terms herein in effect between You and XE from time to time.

**By signing this Agreement and/or accessing or otherwise using the XE Currency Data Feed API, You acknowledge that: (i) You have read all of the terms and conditions of this Agreement; (ii) agree to be bound by the terms and conditions of this Agreement; (iii) XE may amend this Agreement at any time by posting a revised version on the XE website. The revised version will be effective at the time it is posted. If XE changes the Agreement in a way that reduces Your rights or increases your responsibilities, XE will provide you with 30 days' prior notice by email.; and, (iv) You have the power and authority to enter into this Agreement. If You do not acknowledge the above, You may not access or use the XE Currency Data Feed API. If You are dissatisfied with the terms, conditions, rules, policies, guidelines, or practices of XE, this Agreement, or XE's "Terms of Use", Your sole and exclusive remedy is to discontinue accessing or otherwise using the XE Currency Data Feed API.**

### ARTICLE 1 - SCOPE OF LICENSE

**1.1 Grant of License.** Upon receipt of payment of the applicable license fees as described in Article 4 and Article 10, XE hereby grants to You, a non-transferable, non-exclusive, revocable limited right and license for the term of this Agreement to access the XE Currency Data Feed API and use the XE Data strictly for the limited purposes, and under the terms and conditions, as are set forth in this Agreement (the "XE Currency Data Feed API License").

**1.2 Scope of the XE Currency Data Feed API License.** Subject to Your compliance with the terms of this Agreement (including the restrictions set out in Article 2), during the Initial Term and any Renewal Term You are hereby permitted to receive, process, and display the XE Data in Your Permitted Application to individual end-users of Your Permitted Application (collectively, the "End Users"), provided (i) such End Users use the XE Data in Your Permitted Application strictly for their own personal use, (ii) You do not permit Your End Users to store, distribute, or otherwise exploit the XE Data for any other purposes, (iii) You do not cache any XE Data in Your Permitted Application, unless (a) you subscribe to an Unlimited API package, or You obtain the written permission of XE, and (b) you abide by XE's terms and conditions applicable to the caching of such data; and (iv) if you are accepting this Agreement on behalf of a company or other legal entity, and your Permitted Application is used by End Users outside of your organization, then you must make End Users aware of XE's end user terms of use, as it may be amended from time to time (the "End User Terms of Use") by including, as a component of the terms and conditions governing use of Your Permitted Application, a provision requiring End Users to comply with the End User Terms of Use, along with either (a) a hyperlink to the End User Terms of Use at <http://www.xe.com/legal/dfs.php> or (b) the full text of the End User Terms of Use as may be amended by XE from time to time. **For clarity, and without limiting the foregoing, You are permitted solely to use the XE Data in Your Permitted Application for reference by Your End Users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of XE Data outside of Your Permitted Application. The XE Data and the XE Currency Data Feed API may not be shared between Permitted Applications and use of the XE Data and the XE Currency Data Feed API in another Permitted Application requires a separate XE Currency Data Feed API License.**

### ARTICLE 2 - USE OF LICENSE

**2.1 Restrictions.** You shall not (except as is specifically authorized pursuant to this Agreement): (i) reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, time-share, resell, or in any other manner exploit the XE Data or the XE Currency Data Feed API; (ii) make access to the XE Data or the XE Currency Data Feed API available to unauthorized parties, or otherwise post or distribute the XE Data in any public forum including, but not limited to, print, newsletters, radio, television, or internet; (iii) remove, obscure, or alter any required

notice or any notice of XE's intellectual property rights present on or in the XE Data or the XE Currency Data Feed API, including, but not limited to, copyright, trademark, and/or patent notices; (iv) disassemble, translate, reverse engineer or otherwise decompile the XE Data or the XE Currency Data Feed API; (v) knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of XE in the XE Data or the XE Currency Data Feed API; (vi) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of XE in the XE Data or the XE Currency Data Feed API, or assist any party to do so; (vii) use or permit use of any XE Data for the purposes of trading securities by professional traders; (viii) through Your use of the XE Data or the XE Currency Data Feed API, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of XE; (ix) claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to XE's trademarks, or assist any other party to do so; (x) use, store, or access any XE Data, or the XE Currency Data Feed API after the termination of this Agreement other than as provided in Section 3.5; (xi) use or permit others to use, market, distribute, or export XE Data, or the XE Currency Data Feed API; or, (xii) use XE Data or the XE Currency Data Feed API in any manner or for any purpose that violates any law, regulation or right of any person.

**2.2 Attribution.** Usage of XE Data in Your Permitted Application is subject to Your End Users being made aware by You that XE is the source of the XE Data through Your inclusion of a conspicuous clickable hyperlink to XE's website at <http://www.xe.com/> using at least one (1) of the following wordings: (a) "Exchange Rates under license from XE"; (b) "Rates: XE"; (c) "Source: XE"; or, (d) any other notice for which You have received prior written consent for usage from XE. Where inclusion of a hyperlink is not technically possible, then with the written approval of XE, You may use a plain text attribution.

**2.3 Your Responsibility to Safeguard.** You shall use Your best efforts and take all necessary steps to safeguard the XE Data to ensure that no unauthorized reproduction, publication, disclosure, modification, distribution, or other use of any XE Data is made in whole or in part. To the extent that You become aware of any such unauthorized use of the XE Data, You shall immediately notify XE by e-mailing "legal@xe.com".

**2.4 Misuse of the Licensed Product.** In the event that You or any End Users use XE Data or the XE Currency Data Feed API in violation of this Agreement or the End User Terms of Use, as applicable, XE shall have the option of electing liquidated damages, which shall include all profits generated by Your or the End Users' such use plus interest computed at the maximum rate permitted by law and all legal fees and other expenses incurred by XE in enforcing its rights plus penalties.

**2.5 Duty to Document Use.** You shall maintain complete and accurate records identifying Your use of the XE Currency Data Feed API, including End Users' use of the XE Data in Your Permitted Application. Upon written request from XE, You shall furnish to XE via e-mail, within fifteen (15) days and at Your own cost, written documentation (including but not limited to screen shot/capture images) that accurately depicts all proposed and actual usage of XE Data and the XE Currency Data Feed API by or through You or Your Permitted Application. You warrant that the documentation provided will be unaltered, true, complete, and up-to-date. Where use of the XE Data is identical across a number of uses, a single sample representative of such uses will suffice. Failure to provide such documentation shall be grounds for immediate termination of this Agreement and You shall not be entitled to a refund of any kind.

### ARTICLE 3 - TERM

**3.1 Term of Agreement.** Unless terminated earlier, the initial term (the "Initial Term") of this Agreement shall be for one (1) year commencing upon receipt of the Initial License Fee by XE in accordance with Section 4.1 below. This Agreement shall be automatically extended for successive periods of one (1) year (each a "Renewal Term") on the anniversary of the commencement of the Initial Term, unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term of its intent to terminate this Agreement at the conclusion of such Initial Term or Renewal Term. Pursuant to Section 4.2 below, XE shall provide You with an invoice no earlier than sixty (60) days prior to the commencement of each Renewal Term (the "Renewal Invoice").

**3.2 XE's Right of Termination.** XE may at any time, without prejudice to its other rights or remedies, immediately terminate this Agreement and/or suspend access to the XE Currency Data Feed API in the event that You and/or any End Users fail to comply with any of the terms and conditions of this Agreement or the End User Terms of Use, and do not cure such a breach within five (5) business days after notification by XE. Notwithstanding the foregoing, XE may immediately terminate this Agreement and You shall have no opportunity to cure in the event such failure is the result of the gross negligence or willful misconduct of You and/or any End Users.

**3.3 Your Right of Termination.** You may terminate this Agreement at any time by providing thirty (30) days written notice to XE. In such case, all outstanding invoices and charges, including any unpaid Initial License Fees and/or Renewal License Fees (as hereinafter defined), shall become immediately due and payable, and You shall not be entitled to a refund of any license fees already paid to XE.

**3.4 Termination Upon Assignment.** In addition to the rights set out in Section 3.2, XE may immediately terminate this Agreement, without notice, should You assign any of Your rights hereunder without XE's prior written consent (which shall not be unreasonably withheld).

**3.5 Your Obligations Upon Termination.** Upon termination or expiration of this Agreement, however caused, You shall immediately: (i) cease accessing the XE Currency Data Feed API; (ii) destroy all archived or cached XE Data (if any), and provide written notice to XE certifying that this has occurred; and, (iii) cease linking and directing End Users to XE in connection with this Agreement. Provided that this Agreement is not terminated due to a breach on your part, then after Termination, notwithstanding point (ii) above, you may retain an archival copy of XE Data purely for the purposes of your own internal record keeping directly related to the Permitted Application, pursuant to section 8.11 herein.

#### ARTICLE 4 - LICENSE FEE

**4.1 Initial License Fee.** You shall pay XE a non-refundable (except as expressly provided herein) license fee for the Initial Term for each XE Currency Data Feed API License (the "Initial License Fee") as specified in Article 10. The Initial License Fee is exclusive of all applicable Canadian sales taxes. You are required to pay, in addition to the License Fee, any applicable goods and services tax ("GST") and harmonized sales tax ("HST") imposed under Part IX of the *Excise Tax Act* (Canada), all applicable duties and/or foreign import surcharges, if applicable, as they are not included in the Initial License Fee or Renewal License Fee (as hereinafter defined). The Initial License Fee shall be due and payable in full upon execution of this Agreement. Overdue amounts shall bear interest at a rate of two (2%) percent per month (equivalent to twenty-four (24%) percent per annum) or the highest rate allowed by law, whichever is lower. The Initial License Fee may be reduced on a pro-rated basis (if necessary) to synchronize Your billing to the first day of the calendar month of the Initial Term.

**4.2 Renewal License Fee.** The non-refundable license fee due to XE by You for each Renewal Term, if any, shall be the greater of the Initial License Fee or the applicable license fee charged by XE for each applicable Renewal Term (the "Renewal License Fee"). XE shall advise You of the Renewal License Fee by way of a Renewal Invoice sent no earlier than sixty (60) days prior to the commencement of such Renewal Term. The Renewal License Fee shall be due and payable by the due date specified on the Renewal Invoice. Failure to pay the Renewal License Fee by the due date specified on the Renewal Invoice shall be grounds for immediate termination of this Agreement.

**4.3 Usage Limits.** The extent of Your usage of the XE Currency Data Feed API is dependent on Your subscription plan. You shall not exceed the usage limits associated with Your account and set out in Article 10 hereof with respect to Your Permitted Application. Your usage limits may not be shared by more than one Permitted Application nor will unused amounts of call usage be carried over from one monthly period to the next. If You exceed Your monthly usage limit, the XE Currency Data Feed API will return an error message instead of the XE Data. It is Your sole responsibility to ensure that Your Permitted Application properly detects and handles any returned error messages. XE will make reasonable efforts to help You identify and resolve usage problems, or to review the suitability of Your current subscription plan for Your needs. XE reserves the right to limit or throttle the number of network calls available to Your Permitted Application if XE (in its sole discretion) believes that such calls are being made for malicious reasons, as the result of a technical error, or are inconsistent with reasonable use by Your Permitted Application.

**4.4 License Fee Acknowledgment.** You acknowledge and agree that: (i) except as provided for in Sections 5.4 and 6.4 below, the Initial License Fee and any Renewal License Fee are completely non-refundable and shall be deemed to be fully earned by XE on the date the Initial License Fee or any Renewal License Fee is paid; and, (ii) access to the XE Currency Data Feed API will not be granted until such time as the entire annual non-refundable Initial License Fee (or Renewal License Fee, as applicable) and any outstanding interest (if applicable) is paid in full. In the event that any payment presented by You to XE is returned or dishonored, You agree to pay XE an administration charge of US \$50 for each dishonored or returned payment. In the event of extenuating circumstances, You can request that Your service be canceled early. If XE, in its sole discretion, grants Your request, You shall be entitled to a Pro Rata Refund (as defined in Section 5.4 below).

#### ARTICLE 5 - SERVICES AND DATA

**5.1 Use of XE Currency Data Feed API.** Subject to the terms herein, XE will provide You with access to the XE Data over the Internet through the XE Currency Data Feed API.

All calls to the XE Currency Data Feed API must reference the credentials issued to You by XE. You may not disclose Your credentials to any other party or use them with any application other than the Permitted Application. You are solely responsible for ensuring the secrecy and security of Your credentials and will be responsible for all activities that occur using such credentials. You shall not use the XE Currency Data Feed API in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage.

**5.2 Responsibility for Software and Hardware.** You shall be solely responsible for acquiring, providing, and maintaining all software/hardware and Internet Services required to access the XE Currency Data Feed API, including but not limited to telecommunication and internet connections, ISP, web browsers, and/or other equipment and software required to access and use the XE Currency Data Feed API.

**5.3 Services May Be Inaccessible Or Inoperable.** You hereby acknowledge that from time to time, the XE Currency Data Feed API may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions; (ii) software malfunctions; (iii) periodic maintenance procedures or repairs which XE may undertake from time to time; and/or, (iv) causes beyond the reasonable control of XE and/or not reasonably foreseeable by XE.

**5.4 Service Level Agreement.** If the XE Currency Data Feed API is unavailable to all XE Currency Data Feed API License holders for more than three (3) consecutive hours in any one calendar day, beginning at 12:00:01 AM UTC and ending at 11:59:59 PM UTC of the same day (the "Calendar Day"), an outage will be deemed to have occurred (the "Outage"). If there are more than three (3) Outages within any one calendar week, beginning at 12:00:01 AM UTC on a Monday and ending at 11:59:59 PM UTC on a Sunday (the "Calendar Week"), then You may terminate this Agreement, without liability, by providing written notice to XE of Your intention to do so within one (1) Calendar Week of the third Outage. Upon such termination being accepted by XE, You shall be entitled to a refund equal to the amount You have paid for the latest term (the Initial License Fee or Renewal License Fee, as applicable, but not including any interest or penalties You may have paid) multiplied by the number of days remaining in the latest term and divided by three hundred and sixty-five (365) (the "Pro Rata Refund").

**5.5 Right to Change Content or Format.** You acknowledge that XE may from time to time, and in its sole discretion, update or change the content or format of the XE Data or the XE Currency Data Feed API. XE shall strive to provide reasonable advance notification of such changes; however, from time to time sudden changes in currency names, codes, and/or values occur in financial markets, and since XE strives to accurately reflect these changes, significant advance notice is not always possible. You may be required to use the most recent version of the XE Currency Data Feed API in order to ensure functionality of Your Permitted Application with the XE Data.

#### ARTICLE 6 - PROPRIETARY RIGHTS

**6.1 Licensed, Not Sold.** Use of the XE Data and the XE Currency Data Feed API is licensed and not sold.

**6.2 Consent to Collection, Use, Retention, and Disclosure of Information.** In the course of providing the XE Currency Data Feed API, XE collects information, including standard information of the type normally exchanged when accessing any web site or web service. This information pertains only to the access of the XE Currency Data Feed API, and is no different in nature to the information available to any Internet webserver during the course of fulfilling a standard web request. Please read XE's privacy policy located at "<http://www.xe.com/privacy.php>". By agreeing to the terms of this Agreement, You are expressly consenting to XE's collection, use, retention, and disclosure of information as set out in its privacy policy.

**6.3 No Granting of Ownership Rights.** You acknowledge that XE owns all right, title, and interest (including but not limited to all copyright rights therein) in and to the XE Data or the XE Currency Data Feed API, and that You shall not take any action inconsistent with such ownership. The XE Data and the XE Currency Data Feed API are protected by U.S., Canadian, and other applicable copyright laws and by international treaties, including the Berne Convention and the Universal Copyright Convention. Nothing contained in this Agreement shall be construed as granting You or any End Users any ownership rights in or to any of the XE Data or the XE Currency Data Feed API.

**6.4 XE's Right to Terminate.** XE reserves the right at any time to terminate this Agreement, or withdraw from distributing the XE Data or providing access to the XE Currency Data Feed API, if for any reason it no longer retains the right to publish or distribute the XE Data. In such event You shall be entitled to a Pro Rata Refund as outlined in Section 5.4 above.

#### ARTICLE 7 - DISCLAIMER OF WARRANTIES AND LIABILITIES

**7.1 Provided in Good Faith.** The XE Currency Data Feed API is provided by XE in good faith and although XE endeavors to ensure that the XE Data and the XE Currency Data

Feed API are accurate and obtained from sources believed to be reliable, XE does not guarantee or warrant: (i) the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of the XE Data or the XE Currency Data Feed API; or (ii) that the XE Data or the XE Currency Data Feed API is free from errors or other material defects.

**7.2 No Responsibility.** XE does not assume any responsibility with respect to Your or any End Users' use of the XE Data or the XE Currency Data Feed API.

**7.3 IMPORTANT DISCLAIMER.** The XE Currency Data Feed API and XE Data are provided "as is" and "as available", without any warranty of any kind and XE, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of the rights of third parties. In no event shall XE be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall XE, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the XE Currency Data feed API, be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In the event the limitations and disclaimers contained in this Article are found by a court of competent jurisdiction to be ineffective or inapplicable, the parties agree that XE's maximum aggregate liability to You and all End Users, whether arising in contract, tort, strict liability, or otherwise, shall be limited, and in no event shall it exceed, the amount of fees (consisting of the Initial License Fee and any applicable Renewal License Fee) paid by You during the immediately preceding twelve (12) months hereunder for the license of the XE Currency Data Feed API.

**7.4 IMPORTANT DISCLAIMER.** You acknowledge that XE is not, and is not affiliated with, a financial institution or financial data feed provider, but obtains its financial data (including, but not limited to, the XE Data) from a variety of sources. You further acknowledge that financial data often differs between financial institutions and between geographic jurisdictions (particularly for non-major and/or exotic currencies) and accordingly may vary from that provided by XE pursuant to this agreement. Although XE has used its commercially reasonable efforts to obtain the most accurate and timely financial data available from the aforementioned sources, XE makes no representations or warranties as to accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing or completeness of the XE Data or the XE Currency Data Feed API. You acknowledge that no part of the XE Data constitutes advice regarding financial, investment, legal, or tax issues, and that You and all End Users should seek independent professional advice before making any decisions regarding such issues.

**7.5 IMPORTANT DISCLAIMER.** XE does not represent or warrant that the XE Currency Data Feed API, or access to the XE Currency Data Feed API, will be uninterrupted or error-free or that errors in the XE Currency Data Feed API and/or XE Data will be corrected.

**7.6 IMPORTANT DISCLAIMER.** In no event shall XE, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the XE Currency Data Feed API be liable to You or to any End Users in any manner whatsoever for any interruptions, delays, the unavailability or inoperability, inaccuracies, errors, or omissions, regardless of cause, in the XE Currency Data Feed API and/or the XE Data or for any losses, damages, liabilities or expenses resulting therefrom regardless of cause, even if XE knew or should have known of the possibility of or could have prevented such damages.

**7.7 Fairness and Reasonableness of Limitation on Liability.** You represent and warrant that the limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances of this Agreement and that such limitations have been, in part, an inducement to XE and a consideration in calculating the license fee payable by You to XE pursuant to this Agreement and that XE would not have entered into this Agreement but for such liability limitations.

**7.8 Indemnification by You.** You shall indemnify, defend, and save harmless XE, its affiliates and subsidiaries, and their officers, directors, employees and agents from any loss, damage, liability or expense (including reasonable attorneys' fees, accountants' fees and other legal expenses) to which any of them may become subject to and which are in any way related to or which have arisen under or in connection with: (i) any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the XE Currency Data Feed API (including but not limited to any use or reliance on the XE Data by End Users); and/or, (ii) any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

#### ARTICLE 8 - GENERAL

**8.1 Entire Agreement.** This Agreement and XE's Privacy Policy, which can be accessed at "<http://www.xe.com/privacy.php>", shall constitute the entire Agreement between the parties and supersedes all prior Agreements and understandings, oral or written, relating to the subject matter hereof.

**8.2 Amendments.** As XE's data supplier and partner relationships are constantly changing and evolving, it is necessary for XE to be able to amend this Agreement and the End User Terms of Use. From time to time, XE reserves the right, in XE's sole discretion, to update the terms of this Agreement. XE may amend this Agreement by posting the amended terms on XE's website at <http://www.xe.com/xecurrencydata/> and/or by including a copy of the amended terms in the Renewal Invoice. All amendments to this Agreement shall become effective on the date of Your first Renewal Term following such amendments. Your payment of the Renewal License Fee and continued use of the XE Currency Data Feed API constitutes Your acceptance of the amended terms of this Agreement.

**8.3 Headings.** Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

**8.4 Gender.** Unless the context requires otherwise, the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter.

**8.5 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.

**8.6 Waiver.** The waiver of any right or failure by XE to exercise in any respect of any right or provision provided in this Agreement in any instance shall not constitute or be construed or deemed to be a waiver of such right or provision in the future or a waiver of any other right or provision under this Agreement.

**8.7 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. All rights and remedies, whether conferred by this Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singly or concurrently. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

**8.8 Sale of Goods.** You acknowledge and agree that this Agreement is not governed by the UN Convention on Contracts for the International Sale of Goods or the International Sale of Goods Act, as amended, replaced, or re-enacted from time to time, and all provisions of such are rejected and excluded from this Agreement in their entirety. You further acknowledge and agree that the Uniform Computer Information Transactions Act, or any version thereof in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, You acknowledge and agree that You and XE agree to opt out of the applicability of UCITA pursuant to the opt-out provisions contained therein.

**8.9 Delayed Performance.** Except as expressly provided otherwise in this Agreement, dates and times by which XE is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that XE is prevented from meeting them by reason of any cause beyond its reasonable control.

**8.10 Opportunity to Obtain Independent Legal Advice.** You acknowledge and agree that You have been afforded the opportunity to obtain independent legal advice with respect to this Agreement and, even if You have chosen not to obtain independent legal advice, that You understand the nature and consequences of this Agreement.

**8.11 Survival of Certain Provisions.** In the event that this Agreement expires or is terminated for any reason, by either XE or You, the provisions of Sections 2.1, 2.3, 3.4, 3.5, 6.1, 6.2, and 6.3, and Articles 7 and 8 of this Agreement shall survive indefinitely.

#### ARTICLE 9 – REPRESENTATION AND WARRANTY OF RESIDENCY AND GST/HST REGISTRATION STATUS

**9.1 Residency.** You hereby represent and warrant that You will declare to XE whether or not You are resident of Canada by providing Your mailing and billing addresses to XE, and notifying XE in a timely manner if such addresses change.

**9.2 GST/HST Registration.** If You are not a resident of Canada, You hereby represent and warrant that You will declare to XE if You are (or become) registered for the GST/HST under subdivision d of Division V of the *Excise Tax Act* (Canada) by sending an e-mail to "billing@xe.com".

**ARTICLE 10 - SERVICE SUMMARY**

**10.1 Details of Service.** You acknowledge and agree that the details of Your use of the XE Currency Data Feed API shall be as outlined below.

Your Data Feed API Package

**Details of Service:** \_\_\_\_\_ **Initial License Fee:** USD

Your Permitted Application - Details

**Name and brief description of Your Permitted Application:**  
*Your Permitted Application might be an accounting package, a software module, an app, etc. Please provide its name and a brief description below.*

\_\_\_\_\_

\_\_\_\_\_

**Do you have a need to cache our Currency Data?** \_\_\_\_\_

**Application Type:** \_\_\_\_\_

**Usage:** \_\_\_\_\_

**Infrastructure:** \_\_\_\_\_

**Number of Machines/Servers:** \_\_\_\_\_

**Preferred Daily Rate Lock-In Time:** \_\_\_\_\_ **Time Zone:** \_\_\_\_\_  
*The time each day (on the hour) that your daily rates will be synchronized. NOT APPLICABLE TO LIVE RATES.*

Contact Info

**Organization Full Legal Name:** \_\_\_\_\_

**Primary Contact:**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Billing Contact:**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Payment Options

**Payment Option 1:** We e-mail an invoice to your primary contact, and payment is made by check or wire transfer (details provided on invoice)

**Payment Option 2:** We bill a credit card now and send a receipt by e-mail. (Fastest)

Agreement Acceptance

**By signing below, You hereby acknowledge that You have read and understand this Agreement in full and hereby agree to be bound by all of the terms and conditions contained herein.**

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**If signing on behalf of a company, please complete the following section. If not, please leave it blank.**  **I have authority to bind the company below.**

**Full legal name of company:** \_\_\_\_\_