



TERMS OF SERVICE AND DATA USE AGREEMENT

EFFECTIVE DATE: THE DATE OF YOUR FIRST ACCEPTANCE OR ACCESS, WHICHEVER OCCURS FIRST.

NOTICE TO USER: READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY BEFORE CLICKING "I ACCEPT." THIS AGREEMENT CONTAINS BINDING DISCLAIMERS, A ZERO DOLLAR AGGREGATE LIABILITY CAP, MANDATORY INDEMNIFICATION OBLIGATIONS, A JURY TRIAL WAIVER, A CLASS ACTION WAIVER, AN EXCLUSIVE FORUM SELECTION CLAUSE, AND A WAIVER OF NUMEROUS LEGAL RIGHTS. IF YOU DO NOT AGREE TO EVERY TERM SET FORTH BELOW, YOU MUST IMMEDIATELY EXIT THIS WEBSITE AND CEASE ANY AND ALL ATTEMPTS TO ACCESS OR USE THE SERVICE.**

1. PARTIES; ACCEPTANCE; DEFINITIONS

1.1 ****Parties.**** This Terms of Service and Data Use Agreement (the "Agreement") is entered into by and between Ulysses Commodities LLC, a Texas limited liability company with its principal place of business in Harris County, Texas ("Ulysses," "we," "us," or "our"), and the individual or entity accessing, attempting to access, or in any manner interacting with the Service (the "User," "you," or "your"). Ulysses and User are referred to collectively as the "Parties" and individually as a "Party."

1.2 ****Acceptance.**** By clicking the "I ACCEPT" button presented herewith, by entering credentials, by viewing any page, by submitting any query, or by otherwise accessing, using, querying, transmitting to, or interacting with the website located at apps.ulysses.biz or any subdomain, application, dashboard, page, feed, file, image, screen, visualization, calculation, or output associated therewith (collectively, the "Service"), you irrevocably acknowledge that (a) you have read this Agreement in full, (b) you understand each and every provision hereof, and (c) you intend to be legally bound by every term, condition, disclaimer, limitation, and waiver set forth herein, without modification. If you are accepting on behalf of an entity, you represent and warrant that you have full legal authority to bind that entity, and all references to "User" shall include such entity.

1.3 ****Definitions.**** As used herein:

(a) "Data" means any and all information, prices, quotes, settlements, time stamps, derived values, calculations, indices, curves, spreads, visualizations, heat maps, charts, tables, screens, exports, and any other content displayed, transmitted, generated, or made accessible through the Service.



(b) "Third Party Sources" means any third party exchange, source, publication, broker, clearing house, vendor, or market data provider, including without limitation the Intercontinental Exchange and its affiliates ("ICE") and CME Group Inc. and its affiliates ("CME").

(c) "Exchange Data" means any Data sourced from, derived from, attributable to, or referencing any Third Party Source, including without limitation Gasoil futures settlements, Brent ("BRT") Calendar Spread Options ("CSO") values, all other settlement prices, and all reference values.

(d) "Ulysses Parties" means Ulysses, its affiliates, and each of their respective members, managers, officers, directors, employees, agents, contractors, representatives, licensors, successors, and assigns.

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2. NATURE OF THE SERVICE; STRICTLY INTERNAL AND EXPERIMENTAL

2.1 **Internal, Experimental Buildout Only.** The Service is an internal, experimental, developmental buildout maintained at the sole discretion of Ulysses for the personal convenience of a small, limited, permissioned audience. The Service is not a product. It is not commercial. It is not offered for sale. It is not licensed. It is not subscribed to. It is not held out to the public as a market data service, a redistribution service, a vendor service, an analytics service, or an information service of any kind.

2.2 **No Public Dissemination.** The Service exists exclusively for Ulysses internal evaluation, exploration, and experimentation. Nothing in this Agreement, in the Service, or in any communication from any Ulysses Party shall be construed as a public dissemination, a publication, a redistribution, a license, or a commercial offering of Exchange Data or any other Data.

2.3 **No Exchange Right May Be Infringed.** Under no circumstance may any access to, use of, or activity related to the Service infringe upon, violate, breach, or impair any right of any Third Party Source, including without limitation any right of ICE or CME. If any conflict, dispute, claim, inquiry, infringement allegation, or other problem arises involving any Third Party Source, the User, and not Ulysses, shall be responsible.

2.4 **Discretionary Operation.** Ulysses may discontinue, modify, suspend, restrict, throttle, take offline, or destroy the Service at any time, in whole or in part, in its sole and absolute discretion, without notice and without any liability of any kind to User or any third party.

3. GRATUITOUS COURTESY; NO CONSIDERATION; NO CONTRACT FORMATION; TERMINATION AT WILL

3.1 **Strictly Gratuitous.** The Service is provided strictly as a gratuitous professional courtesy and personal accommodation. No consideration of any kind, whether monetary, financial, in kind, promissory, reciprocal, or otherwise, has been or is being requested, exchanged, bargained for, paid, or expected between User and Ulysses in connection with the Service or this Agreement. The User expressly disclaims any expectation of consideration, value, benefit, or bargain from any Ulysses Party.



3.2 ****No Bargained For Exchange.**** The Parties expressly intend that this Agreement shall not constitute a bargained for exchange and shall not give rise to any enforceable contract by which User may compel performance or seek any remedy. The provisions herein operate as a unilateral grant of conditional, revocable access, extended at the absolute and unfettered will of Ulysses. User agrees that the absence of consideration is a material element of the Parties understanding and that User would not be permitted any access whatsoever absent this acknowledgment.

3.3 ****No Remedy for Breach.**** Because no consideration has been exchanged, User irrevocably acknowledges and agrees that no enforceable contract exists by which User could obtain damages, specific performance, restitution, reliance recovery, equitable relief, or any other remedy against any Ulysses Party arising out of, related to, or in connection with the Service, the Data, this Agreement, or any act or omission of any Ulysses Party. User irrevocably waives any argument, theory, or doctrine to the contrary, including without limitation promissory estoppel, detrimental reliance, quantum meruit, unjust enrichment, quasi contract, and implied in fact contract.

3.4 ****Termination at Will.**** Ulysses may terminate, suspend, throttle, restrict, revoke, or modify User access to the Service at any time, for any reason or for no reason, without prior notice, without any cure period, and without any liability of any kind to User or any third party. Ulysses owes no duty of continued access, no duty of advance notice, and no duty to preserve any User generated state, query history, output, export, or saved content.

3.5 ****No Reliance on Continued Access.**** User shall not rely on the availability, accessibility, or continuity of the Service for any purpose. User acknowledges that the Service may be unavailable, intermittent, or discontinued at any time.

4. ABSOLUTE DISCLAIMER OF ACCURACY; ZERO GUARANTEE; "AS IS" PROVISION

4.1 ****NO GUARANTEE OF ACCURACY.**** ULYSSES MAKES ABSOLUTELY ZERO REPRESENTATIONS, ZERO WARRANTIES, ZERO GUARANTEES, AND ZERO ASSURANCES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, CORRECTNESS, CURRENCY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, NON INFRINGEMENT, OR TITLE OF ANY DATA, INCLUDING WITHOUT LIMITATION ANY GASOIL SETTLEMENT, ANY BRENT CALENDAR SPREAD OPTION (BRT CSO) VALUE, ANY OTHER SETTLEMENT PRICE, ANY REFERENCE PRICE, ANY HEAT MAP, ANY VISUALIZATION, ANY DERIVED VALUE, OR ANY OUTPUT OF THE SERVICE WHATSOEVER. ALL DATA IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, ERRORS, OMISSIONS, AND DEFECTS.



4.2 ****EXPECTED ERRORS AND DELAYS.**** USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE DATA MAY BE INCOMPLETE, INACCURATE, STALE, DELAYED, INTERRUPTED, CORRUPTED, MISLABELED, ERRONEOUSLY CALCULATED, MISTRANSCRIBED, INCONSISTENT WITH OFFICIAL EXCHANGE SOURCES, OR OTHERWISE TECHNICALLY OR SUBSTANTIVELY DEFECTIVE. ULYSSES HAS ZERO DUTY TO IDENTIFY, CORRECT, RECONCILE, UPDATE, REFRESH, BACKFILL, REPROCESS, OR DISCLOSE ANY ERROR OR DEFECT. ULYSSES EXPRESSLY DISCLAIMS ANY AND ALL DUTY TO UPDATE OR MAINTAIN THE DATA AT ANY TIME.

4.3 ****USER RELIANCE AT OWN EXTREME RISK.**** ANY RELIANCE BY USER ON THE DATA FOR TRADING, HEDGING, RISK MANAGEMENT, VALUATION, MARK TO MARKET, COLLATERAL POSTING, MARGIN, ACCOUNTING, REPORTING, RESEARCH, INVESTMENT, OR ANY OTHER PURPOSE IS UNDERTAKEN AT USER OWN EXTREME RISK AND SOLE RESPONSIBILITY. THE DATA DOES NOT CONSTITUTE, AND SHALL NEVER BE TREATED AS, INVESTMENT, TRADING, LEGAL, TAX, ACCOUNTING, OR FINANCIAL ADVICE OF ANY KIND. USER SHALL INDEPENDENTLY VERIFY ALL DATA AGAINST OFFICIAL EXCHANGE SOURCES PRIOR TO ANY USE FOR ANY PURPOSE.

4.4 ****NO RECONCILIATION DUTY.**** ULYSSES IS NOT OBLIGATED TO RECONCILE, COMPARE, AUDIT, OR ALIGN THE DATA WITH ANY OFFICIAL SETTLEMENT, ANY EXCHANGE PUBLICATION, ANY VENDOR FEED, OR ANY OTHER REFERENCE.

4.5 ****NO WARRANTY OF AVAILABILITY.**** ULYSSES DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, SECURE, FREE OF VIRUSES OR HARMFUL CODE, OR THAT DEFECTS WILL BE CORRECTED.

5. PROPRIETARY RIGHTS; EXCHANGE DATA; STRICT USAGE RESTRICTIONS

5.1 ****Third Party Ownership.**** User acknowledges and agrees that the Third Party Sources, including without limitation ICE and CME, own and retain all right, title, and interest, including without limitation all intellectual property rights, copyrights, database rights, sui generis rights, trade secrets, trademarks, service marks, and contractual distribution rights, in and to the Exchange Data. No right, title, interest, license, sublicense, or implied permission in or to any Exchange Data is granted, transferred, conveyed, or implied by this Agreement, by Ulysses, or by any access to the Service.

5.2 ****No License Granted by Ulysses.**** Ulysses does not purport to license, sublicense, distribute, redistribute, transfer, or convey any Exchange Data to User. Any incidental display of Exchange Data on the Service is solely for purposes of internal experimental visualization by a limited, permissioned audience and shall not be construed as a license, distribution, sublicense, or commercial offering.



5.3 ****Strict User Restrictions.**** User shall not, directly or indirectly, and shall not permit, encourage, or facilitate any other person to:

- (a) copy, reproduce, store, cache (other than transient browser caching strictly necessary for display), archive, screenshot for distribution, print for distribution, photograph, or otherwise duplicate any Data;
- (b) redistribute, retransmit, broadcast, publish, post, syndicate, license, sublicense, sell, rent, lease, lend, share, disclose, forward, or otherwise make available any Data to any third party, including without limitation any affiliate, counterparty, customer, broker, vendor, family member, journalist, social media platform, chat application, or messaging service;
- (c) scrape, crawl, harvest, mine, extract, parse, query in bulk, or programmatically access the Service, the Data, or any portion thereof by any means, including without limitation by use of bots, spiders, scripts, headless browsers, automated agents, machine learning models, or artificial intelligence systems;
- (d) reverse engineer, decompile, disassemble, derive source from, or attempt to derive the underlying logic, formulas, methodologies, calculations, models, or composition of the Service or the Data;
- (e) use the Data or any derivative thereof to construct or inform any index, benchmark, model, derivative product, research note, marketing material, public communication, regulatory filing, or commercial offering;
- (f) remove, alter, obscure, conceal, or modify any proprietary notice, attribution, trademark, watermark, or restriction;
- (g) circumvent, disable, attempt to circumvent, interfere with, or test any access control, authentication mechanism, rate limit, monitoring, or security feature of the Service; or
- (h) use the Service or the Data in any manner that violates any applicable law, rule, regulation, exchange rule, exchange license, market data agreement, or contractual obligation of any kind.

5.4 ****Cooperation with Exchange Inquiries.**** In the event any Third Party Source, any regulator, or any other authority inquires into the use, source, sourcing, or distribution of any Exchange Data accessed by User through the Service, User shall promptly, fully, and accurately cooperate with Ulysses, shall preserve all relevant records, and shall not make any statement to any third party regarding the Service or its Data without Ulysses prior written consent.

5.5 ****User Sole Responsibility for Compliance.**** User is solely responsible for compliance with all market data agreements, exchange rules, exchange policies, and license obligations applicable to User. If User is or becomes a member, participant, licensee, or counterparty of any Third Party Source, User shall ensure that User access to and use of the Service does not breach any obligation owed to that Third Party Source. Any such breach is the sole responsibility of the User.



6. LIMITATION OF LIABILITY; ZERO DOLLAR AGGREGATE CAP; BROADEST WAIVER UNDER TEXAS LAW

6.1 **ZERO DOLLAR AGGREGATE LIABILITY CAP.** TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, THE TOTAL, AGGREGATE, AND CUMULATIVE LIABILITY OF THE ULYSSES PARTIES, COLLECTIVELY AND INDIVIDUALLY, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE SERVICE, THE DATA, THIS AGREEMENT, OR ANY ACT OR OMISSION OF ANY ULYSSES PARTY, SHALL NOT EXCEED ZERO UNITED STATES DOLLARS (\$0.00). USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS ZERO DOLLAR CAP IS A FUNDAMENTAL, MATERIAL, AND NON SEVERABLE ELEMENT OF THE BASIS UPON WHICH ULYSSES PERMITS ACCESS, AND THAT NO ACCESS WHATSOEVER WOULD BE PERMITTED ABSENT THIS CAP.

6.2 **EXCLUSION OF ALL CATEGORIES OF DAMAGES.** IN NO EVENT SHALL ANY ULYSSES PARTY BE LIABLE FOR ANY DIRECT DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, MULTIPLE DAMAGES, ENHANCED DAMAGES, STATUTORY DAMAGES, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST OPPORTUNITY, LOST TRADING GAINS, TRADING LOSSES, MARK TO MARKET LOSSES, HEDGING LOSSES, COVER COSTS, DIMINUTION IN VALUE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, REGULATORY FINES, PENALTIES, SANCTIONS, OR DISGORGEMENT, EVEN IF ANY ULYSSES PARTY HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6.3 **ALL THEORIES OF LIABILITY EXPRESSLY WAIVED.** THE DISCLAIMERS, LIMITATIONS, EXCLUSIONS, AND WAIVERS SET FORTH IN THIS SECTION 6 AND ELSEWHERE IN THIS AGREEMENT SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, REGARDLESS OF THE THEORY OR FORM OF ACTION, INCLUDING WITHOUT LIMITATION ALL CLAIMS ARISING IN OR UNDER (A) CONTRACT, (B) TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE, AND ANY OTHER FORM OF TORT), (C) STRICT LIABILITY, (D) STATUTE, (E) EQUITY, (F) RESTITUTION, (G) MISREPRESENTATION (WHETHER NEGLIGENT OR INNOCENT), (H) BREACH OF FIDUCIARY DUTY, (I) BAILMENT, OR (J) ANY OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER.

6.4 **EXPRESS NEGLIGENCE AND FAIR NOTICE.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 6, THE DISCLAIMERS SET FORTH IN SECTION 4, AND THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 ARE PRINTED IN CAPITAL LETTERS, BOLD TEXT, OR ARE OTHERWISE SET OFF IN A MANNER REASONABLY CALCULATED TO SATISFY THE "FAIR NOTICE" AND "CONSPICUOUSNESS" REQUIREMENTS OF TEXAS LAW, INCLUDING THE EXPRESS NEGLIGENCE DOCTRINE OF DRESSER INDUSTRIES,



INC. V. PAGE PETROLEUM, INC., 853 S.W.2D 505 (TEX. 1993), AND ALL SUCCESSOR DOCTRINES AND CASE LAW. USER ACKNOWLEDGES ACTUAL NOTICE OF EACH SUCH PROVISION.

6.5 ****Severability of Liability Provisions.**** To the extent that any limitation, exclusion, waiver, or disclaimer set forth in this Agreement is determined by a court of competent jurisdiction to be unenforceable under Texas law as applied to a particular type of damage or claim, such limitation, exclusion, waiver, or disclaimer shall remain enforceable to the maximum extent permitted by law as to all other damages, theories, and claims, and the remaining provisions of this Agreement shall continue in full force and effect.

7. FULL INDEMNIFICATION BY USER

7.1 ****Indemnification Obligation.**** User shall fully indemnify, defend (with counsel acceptable to Ulysses in its sole discretion), and hold harmless the Ulysses Parties from and against any and all claims, demands, actions, proceedings, investigations, suits, regulatory inquiries, subpoenas, losses, liabilities, damages, judgments, awards, settlements, fines, penalties, costs, and expenses, including without limitation reasonable attorneys fees, expert fees, court costs, investigation costs, e discovery costs, consulting fees, and disbursements (collectively, "Losses"), arising out of, related to, or in connection with:

- (a) any breach or alleged breach by User of any representation, warranty, covenant, restriction, obligation, or other provision of this Agreement;
- (b) any unauthorized access, use, redistribution, retransmission, broadcasting, publication, posting, sharing, scraping, copying, or reverse engineering by or attributable to User of any Data, including without limitation any Exchange Data;
- (c) any claim, inquiry, demand, action, or proceeding by any Third Party Source, including without limitation ICE or CME, asserting that any access, use, redistribution, or disclosure of Exchange Data through, in connection with, or arising from User access has caused harm, infringed rights, violated a market data agreement, violated an exchange rule, violated a license, or otherwise given rise to liability;
- (d) any violation by User of any applicable law, rule, regulation, exchange rule, exchange policy, or contractual obligation;
- (e) any reliance by User or any third party on any Data, including without limitation any trading, hedging, valuation, accounting, or financial decision based in whole or in part on the Data;
- (f) any negligent, reckless, or willful act or omission of User; and



(g) any infringement, misappropriation, or alleged infringement or misappropriation of the intellectual property or proprietary rights of any Third Party Source resulting from or in connection with User access to or use of the Service.

7.2 ****Defense Procedure.**** Ulysses shall have the right, at its option and in its sole discretion, to assume and control the defense of any indemnified matter with counsel of its choosing, at User sole cost and expense. User shall not settle, compromise, admit liability with respect to, or make any public statement regarding any indemnified matter without Ulysses prior written consent, which may be withheld in Ulysses sole and absolute discretion. User shall cooperate fully, promptly, and in good faith with Ulysses in the defense of any indemnified matter, including by providing all relevant records, evidence, and witness availability.

7.3 ****No Cap on Indemnification.**** User indemnification obligations under this Section 7 are uncapped and shall not be limited by the zero dollar aggregate liability cap or any other limitation of liability set forth in Section 6 or elsewhere in this Agreement.

7.4 ****Survival.**** User indemnification obligations shall survive any termination, suspension, expiration, or revocation of this Agreement or User access to the Service, indefinitely.

8. ULYSSES INTELLECTUAL PROPERTY

8.1 ****Ulysses Property.**** Subject to the rights of Third Party Sources in the Exchange Data, Ulysses retains all right, title, and interest in and to the Service, including without limitation all software, code, databases, user interfaces, layouts, designs, visual elements, color palettes, heat map presentations, calculations, algorithms, derivations, organization, selection, arrangement, and coordination of content, and any improvements, modifications, or enhancements thereto. No license to any Ulysses intellectual property is granted to User except the limited, revocable, non transferable, non exclusive, non sublicensable right to view the Service through a supported web browser solely for User personal, internal, non commercial evaluation purposes, subject to the restrictions in Section 5 and all other terms herein.

8.2 ****Feedback.**** Any feedback, suggestion, idea, comment, error report, or proposal provided by User to Ulysses regarding the Service shall be the sole property of Ulysses, without compensation, attribution, or acknowledgment, and Ulysses may use such feedback for any purpose without restriction.

9. AUTHENTICATION; SECURITY; ACCEPTABLE USE



9.1 **Credentials.** User shall safeguard all credentials, passwords, tokens, single sign on identifiers, and authentication factors issued to or selected by User. User shall not share, transfer, lend, or permit any other person to use such credentials. User is solely responsible for any and all activity occurring under User credentials, whether or not authorized by User.

9.2 **Monitoring and Logging.** Ulysses may monitor, log, audit, record, analyze, and retain any and all User access, queries, clicks, interactions, IP addresses, user agent strings, device identifiers, session metadata, and outputs, with or without further notice. User consents to such monitoring as a condition of access.

9.3 **No Unauthorized Access.** User shall not attempt to access any portion of the Service, any account, any data, or any system to which User has not been expressly authorized. User shall not probe, scan, test, or attempt to compromise the security or vulnerability of the Service by any means.

10. PRIVACY; LOGGING

10.1 User acknowledges that any activity in connection with the Service may be logged, recorded, and retained for compliance, audit, security, regulatory, and operational purposes. User waives, to the fullest extent permitted by applicable law, any claim of privacy with respect to User interactions with the Service. User shall not transmit to the Service any personal data, sensitive personal data, regulated personal data, or other protected information without Ulysses prior written consent.

11. GOVERNING LAW; EXCLUSIVE VENUE; JURY TRIAL WAIVER; CLASS ACTION WAIVER

11.1 **Governing Law.** This Agreement, and any and all claims, controversies, disputes, or causes of action arising out of, relating to, or in connection with this Agreement, the Service, or the Data, whether sounding in contract, tort, statute, equity, or otherwise, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to or application of any conflict of law or choice of law rules or principles, whether of Texas or any other jurisdiction, that would result in the application of the laws of any jurisdiction other than the State of Texas.

11.2 **Mandatory and Exclusive Venue.** The Parties irrevocably agree that the exclusive venue and forum for any action, suit, or proceeding arising out of, relating to, or in connection with this Agreement, the Service, or the Data shall be the state district courts located in Harris County, Texas, or, if and only if federal subject matter jurisdiction exists, the United States District Court for the Southern District of Texas, Houston Division. Each Party irrevocably (a) submits to the personal jurisdiction of such courts, (b) waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens, and (c) waives any right to remove, transfer, or consolidate any such action to or with any other court.



11.3 ****JURY TRIAL WAIVER.**** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR THE DATA. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY ENTERING INTO THIS ARRANGEMENT.

11.4 ****CLASS ACTION WAIVER.**** EACH PARTY AGREES THAT ANY CLAIM SHALL BE BROUGHT SOLELY IN SUCH PARTY INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING.

11.5 ****Contractual Limitations Period.**** Any claim by User arising out of, relating to, or in connection with this Agreement, the Service, or the Data must be commenced within one (1) year after the cause of action first accrues, or such claim shall be permanently and forever barred, notwithstanding any longer statutory limitations period.

11.6 ****Equitable Relief for Ulysses.**** Notwithstanding the foregoing, Ulysses may seek injunctive, declaratory, or other equitable relief, or recovery of intellectual property, in any court of competent jurisdiction, without the necessity of posting a bond.

12. NO RELATIONSHIP; NO RELIANCE; NO FIDUCIARY DUTY

12.1 The Parties are independent. Nothing in this Agreement, in the Service, or in any communication between the Parties creates or shall be construed to create any partnership, joint venture, agency, employment, fiduciary, advisory, broker, dealer, trustee, or trust relationship between User and any Ulysses Party. No Ulysses Party owes any fiduciary, advisory, suitability, best execution, or trust duty to User of any kind.

12.2 User is a sophisticated party who has made an independent and informed decision to seek access to the Service. User has not relied, and shall not rely, upon any representation, warranty, statement, conduct, omission, or course of dealing of any Ulysses Party other than the express written terms of this Agreement. Any prior or contemporaneous oral or written statement is superseded by this Agreement and is of no force or effect.

13. NO WAIVER; SEVERABILITY; CONSTRUCTION

13.1 ****No Waiver.**** No failure or delay by Ulysses in exercising any right under this Agreement shall operate as a waiver thereof. No partial exercise of any right shall preclude further exercise. No waiver shall be effective unless in writing and signed by an authorized officer of Ulysses.



13.2 ****Severability.**** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable, or if such modification is not possible, severed from this Agreement, and the remaining provisions shall continue in full force and effect.

13.3 ****Construction.**** The headings used in this Agreement are for convenience of reference only and shall not affect interpretation. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." References to "Sections" are to Sections of this Agreement unless otherwise stated. Ambiguities, if any, shall not be construed against any Party as drafter; User acknowledges and represents that User has had the opportunity, and a reasonable amount of time, to consult with independent legal counsel of User own choosing before accepting this Agreement.

14. ENTIRE AGREEMENT; AMENDMENT; ELECTRONIC ACCEPTANCE

14.1 ****Entire Agreement.**** This Agreement constitutes the entire understanding between User and Ulysses with respect to the Service and the Data and supersedes any and all prior or contemporaneous oral or written communications, representations, understandings, or agreements relating thereto.

14.2 ****Amendment.**** Ulysses may amend, modify, supplement, replace, or restate this Agreement at any time, in its sole and absolute discretion, by posting a revised version through the Service or by requiring re acceptance upon next access. Continued use of the Service after any such amendment shall constitute User binding acceptance of the amended Agreement.

14.3 ****Electronic Acceptance.**** User agrees that User electronic acceptance of this Agreement, including by clicking "I ACCEPT" or by any other affirmative manifestation of assent, has the same legal effect as a manual signature and constitutes a valid and binding signature for all purposes, including under the federal Electronic Signatures in Global and National Commerce Act and the Texas Uniform Electronic Transactions Act.

15. ASSIGNMENT

15.1 User shall not assign, delegate, sublicense, or transfer this Agreement or any right, obligation, or interest hereunder, by operation of law, change of control, or otherwise, without Ulysses prior written consent, which may be withheld in Ulysses sole and absolute discretion. Any attempted assignment in violation of this Section is void ab initio. Ulysses may freely assign this Agreement in whole or in part, including in connection with any merger, sale, reorganization, or transfer of assets, without notice or consent.

16. SURVIVAL



16.1 The provisions of Sections 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 17, and any other provision that by its nature should survive, shall survive any termination, suspension, expiration, or revocation of this Agreement or of User access to the Service, indefinitely and without any further action by any Party.

17. ACKNOWLEDGMENT AND CONSENT

17.1 ****BY CLICKING "I ACCEPT" BELOW, USER REPRESENTS, AFFIRMS, AND IRREVOCABLY ACKNOWLEDGES THAT USER:****

****(A) IS AT LEAST 18 YEARS OF AGE AND HAS FULL LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT:****

****(B) HAS READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING WITHOUT LIMITATION ALL DISCLAIMERS, LIMITATIONS, WAIVERS, INDEMNIFICATION OBLIGATIONS, GOVERNING LAW, EXCLUSIVE VENUE, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER PROVISIONS:****

****(C) UNDERSTANDS EVERY PROVISION HEREOF AND HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF USER OWN CHOOSING:****

****(D) ACKNOWLEDGES THAT THE SERVICE IS A STRICTLY INTERNAL, EXPERIMENTAL BUILDOUT, PROVIDED AS A GRATUITOUS COURTESY, WITH NO CONSIDERATION EXCHANGED, AND THAT NO BINDING CONTRACT FOR BREACH PURPOSES IS FORMED HEREBY:****

****(E) ACKNOWLEDGES THAT ALL DATA, INCLUDING WITHOUT LIMITATION GASOIL SETTLEMENTS, BRT CSO VALUES, AND ALL OTHER SETTLEMENT PRICES, IS PROVIDED "AS IS," MAY BE DELAYED, INACCURATE, OR ERRONEOUS, AND MUST NOT BE RELIED UPON FOR TRADING OR ANY OTHER PURPOSE WITHOUT INDEPENDENT VERIFICATION AGAINST OFFICIAL EXCHANGE SOURCES:****

****(F) AGREES TO THE ZERO DOLLAR (\$0.00) AGGREGATE LIABILITY CAP AND TO THE BROADEST WAIVER OF LIABILITY PERMITTED BY TEXAS LAW, INCLUDING WITHOUT LIMITATION FOR ALL CLAIMS ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND GROSS NEGLIGENCE), AND STRICT LIABILITY:****

****(G) AGREES TO FULLY INDEMNIFY THE ULYSSES PARTIES, WITHOUT CAP, INCLUDING WITHOUT LIMITATION FOR ANY CLAIM ARISING FROM USER UNAUTHORIZED REDISTRIBUTION OR USE OF EXCHANGE DATA, OR ANY CLAIM BY ANY THIRD PARTY SOURCE INCLUDING ICE OR CME:****



**** (H) AGREES THAT IF ANY PROBLEM, CLAIM, INQUIRY, OR LIABILITY ARISES FROM USER ACCESS TO OR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY ALLEGED INFRINGEMENT OF EXCHANGE RIGHTS, THE USER, AND NOT ULYSSES, SHALL BE FULLY AND SOLELY RESPONSIBLE; AND****

**** (I) IRREVOCABLY CONSENTS TO TEXAS GOVERNING LAW, EXCLUSIVE VENUE IN HARRIS COUNTY, TEXAS, WAIVER OF JURY TRIAL, WAIVER OF CLASS PROCEEDINGS, AND THE ONE (1) YEAR CONTRACTUAL LIMITATIONS PERIOD.****

**** [] I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS TERMS OF SERVICE AND DATA USE AGREEMENT IN ITS ENTIRETY.****

**** [ACCEPT] [DECLINE]****

End of Agreement.

