



SOLTRA™

An FS-ISAC and DTCC Company

Notice to Members

Date:	September 22, 2015
To:	All Members
From:	General Counsel
Subject:	Soltra™ Operating Rules- Amendment re Laws of U.K and Australia

This Notice to Members is issued pursuant to Rule 19 of the Soltra™ Operating Rules (“Operating Rules”). Capitalized terms used herein and not otherwise defined shall have those meanings referenced in the Operating Rules.

Effective Wednesday, September 23, 2015, the Soltra Operating Rules will be amended to address certain matters relating to U.K. and Australian laws, and to make certain other technical changes.

Please see the attached redline document to review the changes that are being made.

Should you have any questions about this Important Notice, please contact [us](mailto:us@soltranotices@dtcc.com) at soltranotices@dtcc.com.



Soltra™ Operating Rules

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TABLE OF CONTENTS

1. Definitions	1
2. Nature of Rules; Binding Effect	5
3. Membership	6
4. Soltra Services	11 <u>12</u>
5. License For Soltra Offerings	12
6. Reservation of Soltra Rights and Ownership	14 <u>15</u>
7. Transmission of Data	16
8. Collection of Data and Other Information By Soltra	17
9. Disclaimer by Soltra of Warranties	19
10. SOLTRA DISCLAIMER OF LIABILITY	20
11. Soltra Limited Intellectual Property Indemnification For Advisory Committee Members and Enterprise Plus Members	21
12. Member Indemnification Of Soltra	22
13. Member Disclaimer of Claims Against Soltra and Other Members	22
14. Confidentiality	23
15. Compliance With Law; Soltra Antitrust Policy; Soltra Anti-Bribery Program.....	25
16. Member’s Use of Agents	26
17. Audit Rights; Responsibility To Provide Compliance Information	27
18. Supporting Documentation.....	31
19. Amendment	31
20. Rules Waiver	31
21. Dispute Resolution	32
22. Choice of Law	33
23. Miscellaneous	33

~~Attachments~~Exhibits:

[Exhibit A: Membership](#)

[Exhibit B: Soltra Membership Benefits and Services](#)

[Exhibit C: Soltra Licenses](#)

[Exhibit D: Soltra Acceptable Use Policy](#)

[Exhibit E: Rules Waiver](#)

[Exhibit F: Arbitration Between Soltra And Member](#)

[Exhibit G: Arbitration Between Members](#)

[Exhibit H: Supporting Documentation](#)

[Exhibit I: Specific Provisions for Australian Members](#)

1. DEFINITIONS

- 1.1. “Advisory Committee Member” means a Member with the Membership rights and benefits set forth in Exhibit A (Membership) of these Rules.
- 1.2. “Affiliate” means an entity that Controls, is Controlled by, or is under common Control with, Soltra or Member, as applicable.
- 1.3. “Agent” means any third party acting on behalf of Member.
- 1.4. “Applicable Law” means any applicable U.S. federal, state or local law, regulation or other legal requirement (including applicable rules and regulations of Self Regulatory Organizations such as stock exchanges and industry associations), or other applicable non-U.S. law, regulation or other legal requirement.
- 1.5. “Basic Support Services” means the services described in Exhibit B (Soltra Services) of these Rules.
- 1.6. “Change in Control” means either of (i) the consummation of a merger, acquisition or consolidation of Member with, by or into another entity or person, if Member’s shareholders immediately prior to such merger, acquisition or consolidation cease to own a majority of the combined voting power of the continuing or surviving entity’s securities outstanding immediately after such merger, acquisition or consolidation, (ii) the consummation of the sale, transfer or other disposition of all or substantially all of Member’s assets, or (iii) any other transaction that constitutes a change in control of Member under Applicable Law.
- 1.7. “Claim” means any demand, claim, complaint, cause of action, action, suit, arbitration, judgment, settlement, grievance, proceeding, ruling, order, charge or investigation of any kind or nature.
- 1.8. “Confidential Information” means all written or tangible materials provided by or on behalf of Soltra to Member relating to (i) any of the Soltra Offerings other than these Rules, (ii) computer systems, technology or technology infrastructure that enables or would enable any of the Soltra Offerings, or (iii) pricing and services proposals. For the avoidance of doubt, “Confidential Information” includes the Supporting Documentation. “Confidential Information” does not include the following: (A) information which, at the time of disclosure, is available to the public; (B) information which becomes available to the public by publication or otherwise, other than by violation of these Rules by Member; (C) information that was already known to Member or was in its possession or in the possession of any Affiliate of Member at the time of disclosure and was not acquired, directly or indirectly, from Soltra; (D) information that Member lawfully obtains from a third party; provided, however, that to the knowledge of Member such information was not obtained by the third party, directly or indirectly, from Soltra under an obligation of confidentiality; (E) information that was independently developed by

Member or persons in its employ without reference to the content of Confidential Information; (F) Data; or (G) these Rules.

- 1.9. “Control” means (i) for an entity subject to the U.S. federal Bank Holding Company Act, 12 U.S.C. 1841 et seq., the meaning ascribed to such term in such Act; and (ii) for an entity not subject to the U.S. federal Bank Holding Company Act, the direct or indirect ownership of 50% or more of the equity interest in an entity or the ability, in fact, to control the management decisions of such entity.
- 1.10. “Data” means content, messaging or other information transmitted or received by a Member through any of the Soltra Offerings.
- 1.11. “Device” means any type of hardware that stores Data, including cloud infrastructure.
- 1.12. “DTCC” means the The Depository Trust & Clearing Corporation, a New York corporation.
- 1.13. “Enterprise Member” means a Member with the Membership rights and benefits set forth in Exhibit A (Membership) of these Rules
- 1.14. “Enterprise Plus Member” means a Member with the Membership rights and benefits set forth in Exhibit A (Membership) of these Rules.
- 1.15. “FS-ISAC” means FS-ISAC SAG Corp., a Delaware corporation.
- 1.16. “Government” means any federal, state, county, municipal or regional government of any country, including any governmental department, agency, bureau, commission, board, body, instrumentality, or court.
- 1.17. “Indemnifiable Claim” means any Claim relating to, resulting or arising from, or incurred on account of or in connection with the Use (or alleged Use) of the Soltra Offerings in violation of any third party Intellectual Property Right.
- 1.18. “Indemnifiable Loss” means any Loss arising from, resulting from, relating to, incurred on account of or in connection with (i) Member’s Use of the Soltra Offerings, including, without limitation, any such Use in violation of these Rules or in violation of any third party rights (including, without limitation, third party Intellectual Property Rights), (ii) any Data sent or received by Member, or (iii) any Soltra Adapter Modification created by Member or other Soltra Adapter Used by Member.
- 1.19. “Intellectual Property Rights” means any and all of the following, arising in any jurisdiction in the world: (i) patents, patent applications, continuations, continuations-in-part, divisionals, renewals and reissuances; (ii) copyrights; (iii) trademarks, service marks, trade names and trade dress; (iv) trade secrets; (v) design rights; (vi) data rights; (vii) mask work rights; (viii) moral rights; (ix)

foreign equivalents of any of the foregoing; (x) any other intellectual property rights; and (xi) registrations of, and applications for, any of the foregoing.

- 1.20. “License” means the Soltra Adapter License, Soltra Network License, or Soltra Software License, as the context requires.
- 1.21. “Loss” means any liabilities, obligations, payments in settlement, penalties, interest, damages (including, without limitation, any direct, indirect, incidental, special, punitive or consequential damage), claims, suits, actions, costs, fines, penalties, disbursements, and fees, including attorney’s fees.
- 1.22. “Member” means a person who or entity (including any Government) which has (i) executed a Membership Agreement or agreed through the rules of a Sponsoring Organization to be subject to and bound by these Rules; and (ii) been approved for Membership by Soltra.
- 1.23. “Member Adapter” means a software module created by Member that allows Soltra Software integrated access to such Member’s messaging and content repository.
- 1.24. “Membership” means the status of being a Member.
- 1.25. “Membership Agreement” means the agreement executed by an individual or an entity to become a Member.
- 1.26. “Membership Category” means the categories of Membership set forth in Exhibit A (Membership) of these Rules.
- 1.27. “Membership Term” means the initial (twelve) 12-month period beginning on the initial invoice date with respect to Member’s Membership, and automatically renewing on each anniversary of such initial invoice date for successive (twelve) 12-month periods, unless the Membership is otherwise terminated pursuant to these Rules.
- 1.28. “Network Only Member” means a Member with the Membership rights and benefits set forth in Exhibit A (Membership) of these Rules.
- 1.29. “Representative” means any director, officer, employee, professional consultant or Agent of a Member.
- 1.30. “Rules” means these Soltra Operating Rules, including each Exhibit to these Soltra Operating Rules, as amended by Soltra from time to time.
- 1.31. “Security Incident” means any suspected or actual (i) unauthorized access to any of the Soltra Offerings, (ii) unauthorized access to any Data, other information, applications, services, computers, networks, Operating System level intrusions, and/or Devices relating to any of the Soltra Offerings, or (iii) attempt to harm, damage or disrupt Soltra or any Member or their respective products or services relating to any of the Soltra Offerings. For the avoidance of doubt, the term

“Security Incident” does not include an incident not relating to any of the Soltra Offerings.

- 1.32. “Soltra” means Soltra Solutions, LLC, a Delaware limited liability company whose interests are owned by DTCC and FS-ISAC.
- 1.33. “Soltra Acceptable Use Policy” means the rules governing the permissible and prohibited Use of the Soltra Offerings as set forth in Exhibit D (Soltra Acceptable Use Policy) to these Rules.
- 1.34. “Soltra Adapter” means a software module provided by Soltra to a Member that allows Soltra Software integrated access to such Member’s messaging and content repositories.
- 1.35. “Soltra Adapter License” means the Soltra license for the Soltra Adapter referenced in Exhibit C (Soltra Licenses) to these Rules.
- 1.36. “Soltra Adapter Modification” means a Member modification of a Soltra Adapter.
- 1.37. “Soltra Mark” means any word, name, design, symbol or other device or any combination thereof that Soltra has adopted to identify any of the Soltra Offerings or other Soltra good or service, including, without limitation, any registered trademark or service mark.
- 1.38. “Soltra Network” means a network provided by Soltra pursuant to these Rules through which Data is communicated between Soltra and a Member, as Updated by Soltra from time to time.
- 1.39. “Soltra Network License” means the Soltra license for the Soltra Network referenced in Exhibit C (Soltra Licenses) to these Rules.
- 1.40. “Soltra Offering” means (i) the Soltra Software, Soltra Network, Soltra Service, Soltra Adapter, (ii) any processes, equipment, software, information or materials Used or provided by Soltra in connection any of the foregoing, (iii) any written or tangible materials provided or made available by or on behalf of Soltra (including without limitation the Supporting Documentation, Confidential Information and these Rules), and (iv) the Soltra Marks and other Soltra Intellectual Property Rights. For the avoidance of doubt, the term “Soltra Offering” does not include Data.
- 1.41. “Soltra Service” means any of the services provided by Soltra pursuant to these Rules, including any Support Services.
- 1.42. “Soltra Software” means the Soltra Edge software and associated media, printed materials, online or electronic documentation, and other materials provided by Soltra pursuant to these Rules, or other software associated media, printed materials, online or electronic documentation, including Soltra Adapters, and other materials provided by Soltra pursuant to these Rules.

- 1.43. “Soltra Software License” means the Soltra license for the Soltra Software appearing at Exhibit C (Soltra Licenses) to these Rules.
- 1.44. “Sponsoring Organization” means an organization which has adopted these Rules for purposes of facilitating deployment of the Soltra Offerings to Members pursuant to and in accordance with the organization’s agreement with Soltra.
- 1.45. “STIX” means Structured Threat Information Expression, a standardized structured language designed to represent the full range of cyber threat information.
- 1.46. “Support Services” means any support services provided by Soltra in connection with the Soltra Software or Soltra Network, as updated by Soltra from time to time.
- 1.47. “Supporting Documentation” means the documentation identified on Exhibit H (Supporting Documentation) of these Rules.
- 1.48. “Update” means any update, modification, revision, amendment, patch, bug-fix, error correction, or other general maintenance release that Soltra develops and makes generally available for the then-current version of the Soltra Offerings.
- 1.49. “Use” means access to, receipt, download, installation, operation, collection, retention, transmission, communication, publication, disclosure, processing, duplication, or other use or enjoyment.
- 1.50. “Waiver” means express written consent granted by Soltra that permits a Member or Members to not comply with one or more provision(s) in these Rules for a specified or unspecified period of time.

2. NATURE OF RULES; BINDING EFFECT

2.1. Scope of Rules

These Rules govern Member’s Use of the Soltra Offerings. Membership does not give Member any ownership rights in Soltra.

2.2. Member Subject To And Bound By Rules

Member is subject to and bound by these Rules in connection with its Use of the Soltra Offerings.

2.3. Member Responsibility Representatives

Member is responsible and liable for any violation of these Rules by its Representatives.

- 2.3.1. Member shall take all reasonable and necessary steps to prevent its Representatives from violating these Rules.

2.3.2. Member shall notify Soltra immediately upon discovering that it or any of its Representatives has violated any of these Rules. Member shall provide such additional information about such violation as Soltra may reasonably require.

2.4. Soltra Offering Security Incident; Member Notification Of Soltra

Member shall notify Soltra immediately in the event of a Security Incident. Member shall provide such information about such Security Incident as Soltra may reasonably require.

3. MEMBERSHIP

3.1. Membership Agreement

To be a Member, a person or entity must (i) execute a legally binding Membership Agreement with Soltra or agree through the rules of a Sponsoring Organization to be subject to and bound by these Rules; and (ii) be approved for Membership by Soltra, which approval may be withheld in Soltra's sole discretion.

3.2. Entity Member Representations And Warranties

If Member is an entity (that is, not a natural person), Member represents and warrants to Soltra that:

3.2.1. Member is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted, is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals and consents and taken all other actions in each jurisdiction as required under Applicable Law to enable it to Use the Soltra Offerings as prescribed in these Rules;

3.2.2. The execution, delivery and performance of the Membership Agreement by Member (or Member's election to be subject to and bound by these Rules through a Sponsoring Organization) and its Use of the Soltra Offerings has been duly and validly authorized by all necessary actions, corporate or otherwise, on Member's part;

3.2.3. The Membership Agreement (or Member's election to be subject to and bound by these Rules through a Sponsoring Organization) and these Rules constitute a valid, legal and binding obligation of Member;

3.2.4. Member is not at the time of execution of the Membership Agreement (or at the time of election to be subject to and bound by these Rules through a Sponsoring Organization), and will not while a Member, be subject to any agreement or other constraint that does, would, or with the passage of time would, conflict with, prohibit, or restrict Member's

right or ability to enter into the Membership Agreement (or its election to be subject to and bound by these Rules through a Sponsoring Organization), or to carry out its obligations under these Rules;

- 3.2.5. The identification of Member in the Membership Agreement and any registration information provided by Member, including identification of Representatives, accurately and correctly identifies Member and such Representatives; and
- 3.2.6. Member's execution of the Membership Agreement (or election to be subject to and bound by these Rules through a Sponsoring Organization) and Use of the Soltra Offerings will not violate any Applicable Law, or cause Soltra to violate any Applicable Law.

3.3. Natural Person Member Representations And Warranties

If Member is a natural person, Member represents and warrants to Soltra that:

- 3.3.1. Member is of requisite age and capacity under Applicable Law to enter into the Membership Agreement (or to elect to be subject to and bound by these Rules through a Sponsoring Organization);
- 3.3.2. The Membership Agreement (or the election to be subject to and bound by these Rules through a Sponsoring Organization) and these Rules constitute a valid, legal and binding obligation of Member;
- 3.3.3. Member has procured all necessary licenses, registrations, approvals and consents and taken all other actions in each jurisdiction as required under Applicable Law to enable it to Use the Soltra Offerings;
- 3.3.4. Member is not at the time of execution of the Membership Agreement (or at the time of election to be subject to and bound by these Rules through a Sponsoring Organization) and will not while a Member be subject to any agreement or other constraint that does, would, or with the passage of time would, conflict with, prohibit, or restrict Member's right or ability to enter into the Membership Agreement (or to elect to be subject to and bound by these Rules through a Sponsoring Organization) or to carry out its obligations under these Rules;
- 3.3.5. The identification of Member in the Membership Agreement and any registration information provided by Member, including identification of Representatives, accurately and correctly identifies Member and such Representatives; and
- 3.3.6. Member's execution of the Membership Agreement (or election to be subject to and bound by these Rules through a Sponsoring Organization) and Use of the Soltra Offerings will not violate any Applicable Law, or cause Soltra to violate any Applicable Law.

3.4. Membership Categories

The Membership Categories, the eligibility, rights, benefits, privileges and obligations of each Membership Category, the Membership application process, Membership Category selection and change process, and Membership fees are specified in Exhibit A (Membership) to these Rules.

3.5. Change in Control Of Member With a Non-Member

In the event of a Change in Control of Member with a non-Member, the Membership shall continue in the surviving or continuing organization. The surviving or continuing organization shall provide notice to Soltra within thirty (30) days of consummation of the transaction resulting in a Change in Control. The surviving or continuing organization shall provide such information as Soltra might reasonably request in connection with the continuing Membership. Soltra may terminate the Membership of the surviving or continuing organization, in its sole discretion, within sixty (60) days of receiving such notice. If Soltra does not terminate the Membership within such period, the Membership shall continue pursuant to these Rules and any other agreement governing the continuing Membership. In the event Soltra terminates the Membership of the surviving or continuing organization, such organization shall not be entitled to any refund of any prepaid or other fees or expenses paid to Soltra by the non-surviving Member prior to the Change in Control, and shall continue to be responsible and liable for any financial or other obligation arising from the non-surviving Member's Membership.

3.6. Change of Control Between Members

In the event of the consolidation or merger of two or more Members, the surviving Member shall continue to be a Member. The surviving Member shall provide notice to Soltra within thirty (30) days of consummation of the transaction resulting in a Change in Control of the Member's election to continue one of the pre-existing Memberships. Each separate pre-existing Membership shall stay in effect until thirty (30) days after such notice is provided. The notice shall contain such information as Soltra might reasonably request in connection with the continuing Membership. The surviving Member shall not be entitled to any refund of any prepaid or other fees or expenses paid to Soltra by the non-surviving Member, and shall continue to be responsible and liable for any financial or other obligation arising from the Membership of the non-surviving Member.

3.7. Membership Specific To Person Or Entity

Except as otherwise provided for in these Rules, Membership and the associated rights, privileges and obligations of Membership are specific to the person or entity approved for that Membership by Soltra pursuant to these Rules. Except as expressly permitted in writing by Soltra or as otherwise provided for in these Rules, no other person or entity, including a relative (for a Member who is a person) or

Affiliate (for a Member which is an entity) may enjoy any of the rights or privileges of a Member's Membership, including, without limitation, the Member's right to Use the Soltra Offerings.

3.8. Membership Not Otherwise Transferable Or Assignable; Obligations Non-Delegable

Except as expressly provided in Rule 16 of these Rules, Membership and the associated Membership rights and benefits shall not be transferable or assignable, whether by sale or otherwise. Member's obligations under these Rules are non-delegable without the prior express written consent of Soltra.

3.9. Membership Term

The term of Membership shall be twelve (12) months beginning on the initial invoice date with respect to Member's Membership, and automatically renewing on each anniversary of such initial invoice date for successive (twelve) 12-month periods, unless the Membership is terminated by the Member pursuant to Section 3.10 of these Rules or by Soltra pursuant to Section 3.11 of these Rules.

3.10. Termination Of Membership by Member

A Member may terminate its Membership by written notice to Soltra at least sixty (60) days prior to the effective date of termination. Member shall provide such additional information as Soltra might reasonably request in connection with the Membership termination.

3.11. Termination Of Membership by Soltra

Soltra may terminate the Membership of a Member for good cause only. At least sixty (60) days prior to such termination, Soltra shall give notice to the Member setting forth the date on which the Member's Membership shall terminate and the reason(s) therefor, unless Soltra determines, in its sole discretion, that immediate termination is (i) required by Applicable Law or (ii) necessary to prevent harm to Soltra or another Member. For the avoidance of doubt, a Member act or omission is not required to be intentional to constitute good cause for termination pursuant to this Section 3.11. Good cause for this purpose shall include, by way of example but not by way of limiting the discretion of Soltra:

3.11.1. Failure to provide accurate and correct identifying information concerning Member or any Representative thereof;

3.11.2. Intentionally providing false or inaccurate Data or other information in connection with Use of the Soltra Offerings;

3.11.3. Initiating, causing, or participating in a Security Incident;

3.11.4. Interfering with any other Member's Use of the Soltra Offerings;

- 3.11.5. Use of the Soltra Offerings in violation of Applicable Law, including, but not limited to, failure to comply with any Applicable Law relating to the Use of Data or other information that identifies an individual, as defined under Applicable Law;
- 3.11.6. Failure to meet any obligations under these Rules,
- 3.11.7. Listing of Member on a government sanctions list, including without limitation the U.S. Office of Foreign Asset Control Specially Designated Nationals list;
- 3.11.8. Use of the Soltra Offerings, or otherwise operating, in a manner that threatens the brand or reputation of Soltra, or that may result in undue economic hardship, damage or loss of goodwill to Soltra or to any of the Soltra Offerings;
- 3.11.9. Failure to pay at the time or in the manner specified in these Rules any fees, charges or other obligations owed by the Member to Soltra;
- 3.11.10. Use of the Soltra Offerings in violation of any term of any applicable License;
- 3.11.11. Any violation of the Soltra Acceptable Use Policy; or
- 3.11.12. Any violation of these Rules.

3.12. Soltra Imposed Conditions

Soltra may, in its sole discretion, impose conditions on any or all Members if, in its opinion (i) a situation exists affecting the integrity of any of the Soltra Offerings (ii) a Member's Use of the Soltra Offerings occurs in an unsafe or unsound manner or (iii) a Member's Use of the Soltra Offerings exposes or may expose Soltra or other Members to a Security Incident or to financial or other Loss. Such conditions may include, but are not limited to, restricting the Use by Member of the Soltra Offerings, suspending Member from Use of the Soltra Offerings for a specified period of time, or requiring Member to take or desist from certain acts or practices.

3.13. Terminated Member

Any Member whose Membership is terminated by Member shall not be entitled to any refund of any prepaid or other fees or expenses paid to Soltra, and shall continue to be responsible and liable for any financial or other obligation arising from its Membership prior to the termination date.

Any Member whose Membership is terminated by Soltra shall be entitled to a pro rata refund of any prepaid or other fees or expenses paid to Soltra for the period from the termination date to the original end date of the current Membership Term; provided, however, that if Member is terminated by Soltra for intentional or illegal

acts, then Member shall not be entitled to any refund of any prepaid or other fees or expenses paid to Soltra; provided further that, except as otherwise provided with respect to prepaid and other fees or expenses in this paragraph, Member shall continue to be responsible and liable for any financial or other obligation arising from its Membership prior to the termination date.

Any Member whose Membership is terminated shall, as of the termination date, immediately discontinue Use of the Soltra Offerings and shall destroy all Confidential Information. Soltra will not provide any Soltra Offerings to terminated Member after the termination date. Any provision of these Rules that expressly contemplates performance or observance subsequent to termination of Membership, including without limitation Section 14.6 and Rule 21 of these Rules, shall survive the termination of Membership and, to the fullest extent permitted under Applicable Law, continue in full force and effect as to the terminated Member.

3.14. Appeal of Suspension Or Termination

A Member whose Use of the Soltra Offerings has been suspended by Soltra for a specified period of time pursuant to Section 3.12 of these Rules or whose Membership has been terminated by Soltra pursuant to Section 3.11 of these Rules, may appeal such suspension or termination pursuant to the procedures provided for the resolution of disputes between Member and Soltra prescribed in Rule 21 of these Rules.

3.15. Soltra Termination Right Not Exclusive Right Or Remedy

Any right of termination by Soltra under these Rules will be in addition to, and not in lieu of, any other rights and remedies that Soltra may have under these Rules (or other applicable agreement), at law or in equity.

4. SOLTRA SERVICES

4.1. Description Of Soltra Services

The Soltra Services are specified in Exhibit B (Soltra Services) to these Rules.

4.2. Membership Fees; Invoicing; Payment

For a Member who has executed a Membership Agreement with Soltra, Soltra shall send the invoice for the Member's Soltra Services provided or to be provided during the Membership Term to Member at the address designated by Member for this purpose, and such invoice shall be payable no later than thirty (30) days from the date of invoice. For a Member who agrees, through the rules of a Sponsoring Organization, to be subject to and bound by these Rules, Soltra shall send the invoices for the Member's Soltra Services provided or to be provided during the Membership Term to the Sponsoring Organization, which shall pay Soltra on

behalf of such Member in accordance with the agreement between the Sponsoring Organization and Soltra.

4.3. Suspension Or Termination Of Soltra Services

Soltra reserves the right to suspend or terminate Member's Soltra Services in the event of Member's violation of these Rules, including, but not limited to, Member's failure to timely pay any applicable fees. Notwithstanding anything in these Rules to the contrary, the Soltra Services shall terminate in the event Member's Membership is terminated for any reason.

4.4. No Refund Of Membership Fees

In the event Member's Soltra Services are suspended or terminated pursuant to these Rules, Member shall not be entitled to any refund of any prepaid or other fees or expenses paid to Soltra for Soltra Services to be provided during the Membership Term.

5. LICENSE FOR SOLTRA OFFERINGS

5.1. Licenses

Subject to these Rules, Member's license(s) to Use the Soltra Offerings is set forth in Exhibit C ("Soltra Licenses") to these Rules. Any inconsistency between a License and these Rules shall be governed by these Rules. Member's License is not assignable.

5.2. Member Registration; Change Of Member Registration Information

Before Member's Use of the Soltra Offerings, Member must register and provide Soltra with information about the Member as required on the Member registration form available on the Soltra website or as otherwise made available to Member by Soltra. All information that Member provides during registration must be complete and accurate. To the extent that, after registration, any of the information Member provided during registration changes, Member's right to continue Use of the Soltra Offerings is conditioned on Member updating such information to maintain its accuracy.

5.3. Permissible Devices

Member may Use the Soltra Offerings on as many Devices as permitted in these Rules and the License(s) applicable to Member's Membership Category. However, Member may only Use the Soltra Offerings on Devices owned by Member or its Representatives, provided that any Use of the Soltra Offerings on Member's behalf is controlled by Member.

5.4. Configuration

In order to Use the Soltra Offerings, Member must configure the Soltra Offerings as required by Soltra, including, without limitation, by maintaining supported versions of the Soltra Software and by designating and authenticating other Members or other third parties (as permitted under these Rules and the License(s) applicable to Member's Membership Category) with whom Member will be sharing Data through the Soltra Offerings.

5.5. Member Adapter

Member may create Member Adapters to provide integrated access between any of the Soltra Offerings and Member's messaging and content repositories; provided, however, that Soltra shall have no responsibility, liability or other obligation, including any obligation to provide Support Services, with respect to the Member Adapter or the Use of the Member Adapter with any of the Soltra Offerings.

5.6. Soltra Adapter Modification

Member may create a Soltra Adapter Modification, provided that any Soltra Adapter Modification will be the sole and exclusive property of Soltra. Member must submit any Soltra Adapter Modification to Soltra. Soltra will notify Member within a reasonable time of receiving any Soltra Adapter Modification, whether or not Soltra, in its sole discretion, has accepted Member's Soltra Adapter Modification. Soltra shall not be deemed to have accepted a Soltra Adapter Modification unless and until Soltra provides written notice that it has accepted such Soltra Adapter Modification. If Soltra accepts the Soltra Adapter Modification, all rights, title and interest therein, including, but not limited to, all Member rights, are hereby transferred to Soltra. Member represents and warrants that it has all rights, title and interest in any Soltra Adapter Modification submitted to Soltra, and that any such Soltra Adapter Modification does not violate any third party Intellectual Property Right.

Soltra may include a Soltra Adapter Modification it has accepted in future releases of the Soltra Offerings and/or otherwise make such Soltra Adapter Modification available to other Members or other third parties. If Soltra does not accept Member's Soltra Adapter Modification, Soltra shall have no responsibility, liability or other obligation, including any obligation to provide Support Services, with respect to the Member's Soltra Adapter Modification or the Use of the Member's Soltra Adapter Modification with the Soltra Offerings. Except as provided in the preceding sentence, Member's Use of the Soltra Adapter Modification shall be subject to these Rules.

5.7. Soltra Acceptable Use Policy

Except as otherwise expressly provided in these Rules or the License(s) applicable to the Member's Membership Category, Member must Use the Soltra Offerings in

compliance with the Soltra Acceptable Use Policy set forth in Exhibit D to these Rules.

5.8. Soltra Marks

5.8.1. The Soltra Marks that are available for Use can be found at the Soltra website.

5.8.2. Except as expressly permitted by these Rules or the License(s) applicable to Member's Membership Category, Member agrees that it shall not Use Soltra Marks to market or identify any product or service. Member shall not remove, alter or otherwise conceal a Soltra Mark as it appears on or in connection with the Soltra Offerings, and Member shall not Use any other name or logo in connection with the Soltra Offerings. Member may not Use any denotation or legend of registration or ownership in connection with the Soltra Marks. Member must not state or imply that it is the owner or provider of any Soltra Mark, except as otherwise expressly permitted by these Rules or the License(s) applicable to Member's Membership Category. Member may not infringe, dilute, denigrate, or impair the goodwill, brand and/or reputation of the Soltra Marks. Additional terms and conditions governing Use of the Soltra Marks can be found at the Soltra website.

5.8.3. All Use of the Soltra Marks is subject to Soltra's prior approval, and all such Use will be limited to the form, manner and time approved by Soltra. To request approval for the Use of Soltra Marks, email pr@soltra.com. Name, company (if applicable) and contact information is to be included in all correspondence and requests concerning the Use (or potential Use) of the Soltra Marks.

6. RESERVATION OF SOLTRA RIGHTS AND OWNERSHIP

6.1. Reservation Of Soltra Rights And Ownership; General

The Soltra Offerings are not sold, but rather are provided to Member pursuant to these Rules and the terms of the License(s) applicable to Member's Membership Category. The Soltra Offerings are protected by copyright and other Intellectual Property Rights. Soltra reserves all rights not expressly granted in these Rules or the License(s) applicable to Member's Membership Category, including, without limitation, all rights of ownership of the Soltra Offerings and any related patents, copyright, trademark or other Intellectual Property Right. The Member is granted the right to Use the Soltra Offerings subject to the terms of the License applicable to Member's Membership Category, but Member is not granted any rights to any patent, copyright, trademark or other Intellectual Property Right associated with the Soltra Offerings. Except for the Soltra License(s) applicable to Member's Membership Category (and any rights Member may have in connection with a

Member Adapter), Member does not have any property or other right, claim or interest, including any Intellectual Property Right, in the Soltra Offerings.

6.2. Member Comments, Suggestions And Feedback

To the extent Member provides any comments, suggestions or other feedback about the Soltra Offerings to Soltra, Soltra shall own all right, title and interest in and to such ideas, comments, suggestions or other feedback, including, without limitation, the right to retain and Use any such ideas, comments, suggestions, or feedback in current or future products or services without any compensation to Member and without being required to seek any consent, authorization, or approval. Member represents and warrants to Soltra that (i) the Use of any idea, comment, suggestions or feedback does not require a license from such Member or a Representative or Affiliate in order for Soltra to make, Use, modify or create derivative works of such ideas, comments, suggestions or feedback, (ii) Member has all right and authority to such ideas, comments, suggestions, or feedback, and (iii) Soltra's retention and Use of any idea, comment, suggestion or feedback provided by Member will not violate any third party Intellectual Property Rights.

6.3. Rules Not Exclusive For Soltra Offerings Or Other Soltra Products Or Services

Soltra may, in its sole discretion, make any or all of the Soltra Offerings or other products or services related or unrelated to the Soltra Offerings, including certain customizable and redistributable software related to the Soltra Software (including Soltra Adapters), available outside of and not subject to these Rules, including under different licenses, other terms and conditions and/or fees than prescribed in the Licenses or these Rules.

6.4. Ownership Of Soltra Marks

Until DTCC transfers ownership of the Soltra Marks to Soltra, DTCC is the owner of the Soltra Marks and has licensed to Soltra the right to Use the Soltra Marks as prescribed in these Rules. Until DTCC transfers ownership of the Soltra Marks to Soltra, Member acknowledges the proprietary rights of DTCC to the Soltra Marks and that unauthorized or inappropriate Use of the Soltra Marks may cause DTCC and/or Soltra irreparable damage or injury. Upon DTCC's transfer of ownership of the Soltra Marks to Soltra, Member acknowledges the proprietary rights of Soltra to the Soltra Marks and that unauthorized or inappropriate Use of the Soltra Marks may cause Soltra irreparable damage or injury. Soltra has the full authority to enforce these Rules and the License(s) applicable to Member's Membership Category governing Member's and Member's Representative's Use of the Soltra Marks. Unless Soltra grants express written consent, Soltra reserves the sole right to initiate infringement proceedings or other challenges involving any Use of the Soltra Marks. Member agrees to cooperate with Soltra to ensure (i) protection of each of the Soltra Marks and (ii) that all Use of the Soltra Marks complies with these Rules.

7. TRANSMISSION OF DATA

7.1. Soltra Not Liable for Data

All Data shared between and among Members transmitted through a peer-to-peer connection is not accessed or observed by Soltra. Thus, Soltra is unable to monitor or record Data, and Soltra will not intentionally collect, observe or store any Data provided by a Member to another Member.

Soltra shall have no responsibility, liability or other obligation with respect to Data, including, but not limited to, the recording, storing, processing or monitoring of Data. Without limiting the generality of the preceding sentence, Member agrees that Soltra is not responsible or liable in any way for Data received by Member (regardless of whether Member receives such Data from Soltra, another Member or a third party) that may be inaccurate, untruthful, defamatory, false, illegal, objectionable or otherwise offensive or inappropriate. The dissemination of any Data through the Soltra Offerings is not, and shall not be viewed as, an endorsement, sponsorship, agreement, publication, or distribution of such Data by Soltra. To the contrary, and as set forth above, Soltra shall not be responsible or liable in any way for the content of any Data transmitted through the Soltra Offerings, and Soltra, by facilitating the dissemination of Data through the Soltra Offerings, provides no representations or warranties that such Data is accurate, virus-free, correct, truthful, legal, complete or in any other way lawful or acceptable.

7.2. Member Representation And Warranty; Right And Authority To Provide Data And Other Information

Without limiting the generality or applicability of any other representation or warranty provided by Member to Soltra, in addition to the other representations and warranties provided by Member under these Rules, Member represents and warrants that it has all right and authority to disclose (i) any Data it provides to Soltra or another Member and (ii) all information it provides to Soltra pursuant to these Rules.

7.3. Member Representation and Warranty; Compliance With Applicable Law

Without limiting the generality or applicability of any other representation or warranty provided by Member to Soltra, in addition to the other representations and warranties provided by Member under these Rules, Member represents and warrants that (i) any disclosure or transmission of Data and other information made by Member or its Representatives through the Soltra Offerings complies with all Applicable Law, including, without limitation, any non-U.S. privacy laws, rules or regulations applicable to Member or any of its Representatives domiciled in or operating in non-U.S. jurisdictions.

8. COLLECTION OF DATA AND OTHER INFORMATION BY SOLTRA

8.1. Background Information

Member agrees that Soltra may collect information that Member provides to Soltra in connection with the application and/or registration for the Soltra Offerings, including, but not limited to, information concerning those Representatives of Member who will Use, or communicate with Soltra regarding, the Soltra Offerings. Soltra Uses this information to, among other purposes, vet applicants and to manage its relationships with applicants and Members.

Soltra will not disclose any such information identifying specific persons or entities, but Member agrees that Soltra may aggregate and publish anonymized information based on geographic, industry or other demographic data. Notwithstanding the foregoing, Soltra may disclose to other Members the names (e.g. company name) of Soltra Members and technical information such as digital certificates to describe such Members as well as the level of vetting Soltra has conducted on a Member.

8.2. Technical Information and Support Requests

Members may send certain information to Soltra for purposes of obtaining technical support. This information is shared at Member's discretion and may be Used by Soltra for technical support purposes. Soltra may also collect and Use

technical information related to Member's Use of the Soltra Offerings, including, without limitation, information about the Devices and systems on which the Soltra Software resides. Soltra may Use this information to improve the Soltra Offerings, and will not disclose such information in a form that identifies specific persons or entities or any Data or information that may be transmitted or stored in connection with Use of the Soltra Offerings.

8.3. Soltra Network Data and Information

Soltra may retain (without reviewing) Data that a Member or its Representative submits to the Soltra Network for sharing to other Members for a period up to seventy two (72) hours, for the purpose of facilitating the transmission of such Data. Soltra does not retain this Data beyond this seventy two (72) hour period. Soltra does not collect or aggregate information shared on the Soltra Network that identifies individuals as Members.

In addition, Soltra may capture information that is necessary to authenticate a Member or its Representative. Soltra may Use this information for several purposes, including, but not limited to, validating that a Member or its Representative is authorized to submit and receive Data prior to the delivery of any Data. In addition, Soltra may collect, store, and aggregate metadata about STIX objects, including, but not limited to, the information about the numbers of sightings relating to objects and the number of objects being transmitted by Members or their respective Representatives. Soltra does not store information from the STIX payload or the content of STIX objects. Soltra may also perform cryptographic check sums of payload content using one way hashing techniques.

Soltra may Use this captured information as it sees fit, including, without limitation, for the purpose of (i) creating and publishing reports using aggregated metadata (subject to there being 10 or more Members in the demographic group), and (ii) improving the Soltra Offerings, its products, services or technologies.

8.4. Compliance With Subpoena; Other Legal Process; Regulators

Soltra will make reasonable efforts to avoid disclosure of the information set forth in this Rule unless otherwise stated. If Soltra becomes legally compelled, as a result of a subpoena, regulatory request, court order or other legal process, to disclose any of the Data or other information Soltra has collected from Member that identifies Member, Soltra may disclose such Member Data or other information without the prior consent of Member; provided, however, that in such case Soltra shall, to the extent permitted by law, give notice to Member at least five (5) days prior to disclosing Member Data or other information, and Soltra shall provide such reasonable co-operation and assistance as Member may reasonably request in its efforts to obtain a protective order or other similar relief concerning such Member Data or other information. In any event, Soltra shall disclose only that portion of such Member Data or other information that, in the opinion of Soltra's legal counsel, is legally required to be disclosed.

9. DISCLAIMER BY SOLTRA OF WARRANTIES

9.1. USE AT MEMBER'S SOLE RISK

MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF ANY OF THE SOLTRA OFFERINGS IS AT MEMBER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH MEMBER.

9.2. GENERAL DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [AND SUBJECT TO EXHIBIT I](#), THE SOLTRA OFFERINGS OR OTHER SERVICES PERFORMED BY SOLTRA OR PROVIDED BY, OR ASSOCIATED WITH, ANY OF THE SOLTRA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SOLTRA HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO ALL OF THE SOLTRA OFFERINGS OR OTHER SERVICES PROVIDED BY SOLTRA, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF LACK OF VIRUSES, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND, EXCEPT AS PROVIDED IN RULE 11 OF THESE RULES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOLTRA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, OR THE SERVICES PERFORMED OR PROVIDED BY SOLTRA, OR ANY OF THE SOLTRA OFFERINGS WILL MEET MEMBER'S REQUIREMENTS, THAT THE OPERATION OF THE SOLTRA OFFERING OR OTHER SERVICES PROVIDED UNDER THESE RULES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN ANY OF THE SOLTRA OFFERINGS OR OTHER SUCH SERVICES WILL BE CORRECTED. SOLTRA DOES NOT WARRANT THE QUALITY, ACCURACY, OR COMPLETENESS OF CONFIDENTIAL INFORMATION, DATA OR OTHER INFORMATION PROVIDED BY SOLTRA.

9.3. SOLTRA INFORMATION OR ADVICE

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOLTRA OR ITS AGENT SHALL CREATE A WARRANTY.

9.4. APPLICABLE LAW

THE EXCLUSIONS AND LIMITATIONS PRESCRIBED IN THIS RULE SHALL APPLY SOLELY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. SOLTRA DISCLAIMER OF LIABILITY

10.1. GENERAL DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED IN RULE 11 OF THESE RULES, AND SUBJECT TO EXHIBIT I, IN NO EVENT SHALL SOLTRA BE LIABLE TO ANY MEMBER OR TO ANY OTHER THIRD PARTY FOR ANY LOSS ARISING FROM ACTS OR OMISSIONS UNDER THESE RULES, INCLUDING WITHOUT LIMITATION THE PROVISION BY SOLTRA OR USE BY MEMBER OF ANY OF THE SOLTRA OFFERINGS, EVEN IF SOLTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

10.2. SPECIFIC DISCLAIMERS OF LIABILITY

WITHOUT LIMITING THE GENERALITY OF SECTION 10.1 OF THESE RULES, IN NO EVENT SHALL SOLTRA BE LIABLE TO ANY MEMBER OR TO ANY OTHER THIRD PARTY FOR ANY LOSS ARISING FROM ANY OF THE FOLLOWING, EVEN IF SOLTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS:

- 10.2.1. SOLTRA'S USE OF DATA COLLECTED BY SOLTRA THAT MEMBER TRANSMITS VIA USE OF A SOLTRA OFFERING, INCLUDING TRANSMISSION OF SUCH DATA TO OTHER MEMBERS OR OTHER THIRD PARTIES AND AGGREGATION OF SUCH DATA WITH OTHER DATA RECEIVED BY SOLTRA FROM OTHER MEMBERS;
- 10.2.2. MEMBER'S RECEIPT OR USE OF DATA OR OTHER INFORMATION THROUGH MEMBER'S USE OF ANY OF THE SOLTRA OFFERINGS;
- 10.2.3. MEMBER'S USE OF OR RELIANCE UPON ANY CONFIDENTIAL INFORMATION;
- 10.2.4. SOLTRA'S DELAYS, ERRORS OR NONPERFORMANCE UNDER THESE RULES (INCLUDING, WITHOUT LIMITATION, ANY DELAYS, ERRORS OR NONPERFORMANCE WITH RESPECT TO ANY OF THE SOLTRA OFFERINGS), CAUSED BY SUCH EVENTS AS FIRES, RIOTS, WAR, TERRORIST ATTACK, POWER OUTAGE, STORMS OR OTHER ACTS OF GOD, OR OTHER CAUSES OVER WHICH SOLTRA HAS NO REASONABLE CONTROL.

10.3. APPLICABLE LAW

THE EXCLUSIONS AND LIMITATIONS PRESCRIBED IN THIS RULE SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. SOLTRA LIMITED INTELLECTUAL PROPERTY INDEMNIFICATION FOR ADVISORY COMMITTEE MEMBERS AND ENTERPRISE PLUS MEMBERS

11.1. Soltra Intellectual Property Indemnification

Notwithstanding Rule 10 of these Rules and subject to the conditions and limitations prescribed below in Section 11.2 of these Rules, Soltra shall indemnify, defend and hold harmless each Advisory Committee Member and Enterprise Plus Member, and their respective Representatives, against any Loss suffered or incurred in connection with an Indemnifiable Claim.

11.2. Soltra Intellectual Property Indemnification; Conditions And Limitations

11.2.1. The maximum amount of the indemnification provided for Advisory Committee Members and Enterprise Plus Members or their respective Representatives pursuant to Section 11.1 of these Rules shall be limited to the coverages, including per claim and aggregate limits, of the insurance policy(ies) obtained by Soltra for the purpose of providing this indemnification and covering the Indemnifiable Claim. For the avoidance of doubt, Soltra shall not provide the indemnification prescribed in Section 11.1 of these Rules unless Soltra has in effect one or more insurance policies that, in Soltra's discretion, adequately cover the risks related to an Indemnifiable Claim. Soltra shall undertake reasonable commercial efforts to obtain such insurance coverage, but the decision whether to purchase any such insurance coverage shall be in Soltra's sole discretion. If Soltra obtains insurance coverage, which is subsequently either cancelled, terminated or materially changed, Soltra shall provide prompt notice of such cancellation, termination or material change to each Advisory Committee Member and Enterprise Plus Member.

11.2.2. The indemnification provided for in Section 11.1 of these Rules shall not apply to the extent the Indemnifiable Claim arises out of any of the following:

11.2.2.1. Member's alteration or modification of the Soltra Offerings without the express written authorization of Soltra;

11.2.2.2. Member's combination of the Soltra Offerings with Member hardware, software or other materials, except where required by Soltra;

11.2.2.3. Member's failure to use reasonable methods in connection with Use of the Soltra Offerings or failure to comply with Soltra's instructions or specifications;

11.2.2.4. Transmission, receipt or other Use of Data by Member, Soltra or any other third party; or

11.2.2.5. Member's violation of these Rules or any of the License(s) applicable to Member's Membership Category.

11.3. Procedures For Claims

In the event of a Claim by a third party against an Advisory Committee Member or Enterprise Plus Member that may give rise to an Indemnifiable Claim, such Member shall provide Soltra with prompt written notice of the existence of such Claim, which in no event shall be later than thirty (30) days after Member has notice of such Claim, and shall provide Soltra with reasonable cooperation at such Member's expense in connection with the investigation or defense of such Claim. Soltra has the absolute right to control the handling of the Claim and to defend or settle any such Claim, in Soltra's sole discretion, with counsel of Soltra's own choosing.

12. MEMBER INDEMNIFICATION OF SOLTRA

12.1. Member Indemnities

Except for the indemnification provided for in Rule 11 of these Rules concerning an Indemnifiable Claim, Member shall indemnify, defend and hold harmless Soltra and its directors, officers, employees, professional consultants, Agents and Affiliates, from and against any Indemnifiable Loss.

12.2. Procedures For Claims

In the event any Claim is brought against Soltra that may give rise to an Indemnifiable Loss by Member under this Rule, Soltra shall provide such Member with prompt notice of such claim and shall provide such Member with reasonable cooperation at such Member's expense in connection with such claim. Member shall be entitled, with Soltra's participation, to control the handling of any such claim and to defend or settle any such claim, in Member's sole discretion, with counsel of Member's own choosing; provided, however, that Member shall not enter into any settlement of the Claim without Soltra's prior written consent. Soltra will have the right, at its option and expense, to participate in the defense or settlement of any such Claim through counsel of its own choosing, but any such participation by Soltra shall not relieve Member of its obligations to defend such Claim.

13. MEMBER DISCLAIMER OF CLAIMS AGAINST SOLTRA AND OTHER MEMBERS

13.1. MEMBER DISCLAIMER OF CLAIMS AGAINST OTHER MEMBERS

MEMBER AGREES THAT IT WILL NOT SEEK TO RECOVER FROM ANOTHER MEMBER THROUGH CLAIM, ARBITRATION, LAWSUIT OR OTHERWISE ANY LOSS ARISING FROM, RESULTING FROM, RELATING TO, INCURRED ON ACCOUNT OF OR IN CONNECTION WITH (I) MEMBER'S USE OF THE SOLTRA OFFERINGS, INCLUDING WITHOUT LIMITATION ANY VIOLATION BY SUCH OTHER MEMBER OF THESE RULES OR ANY THIRD PARTY RIGHTS (INCLUDING WITHOUT LIMITATION, THIRD PARTY INTELLECTUAL PROPERTY RIGHTS), (II) ANY DATA SENT TO OR BY SUCH OTHER MEMBER THROUGH ANY OF THE SOLTRA OFFERINGS, OR (III) ANY SOLTRA ADAPTER MODIFICATION CREATED BY SUCH OTHER MEMBER OR OTHER SOLTRA ADAPTER USED BY MEMBER.

13.2. MEMBER DISCLAIMER OF CLAIMS AGAINST SOLTRA

MEMBER AGREES THAT, EXCEPT FOR RECOVERY BY AN ADVISORY COMMITTEE MEMBER OR AN ENTERPRISE PLUS MEMBER ON THE SOLTRA INDEMNIFICATION PROVIDED FOR IN RULE 11 OF THESE RULES CONCERNING AN INDEMNIFIABLE CLAIM, IT WILL NOT SEEK TO RECOVER FROM SOLTRA THROUGH CLAIM, ARBITRATION, LAWSUIT OR OTHERWISE ANY LOSS ARISING FROM, RESULTING FROM, RELATING TO, INCURRED ON ACCOUNT OF OR IN CONNECTION WITH (I) MEMBER'S USE OF THE SOLTRA OFFERINGS, INCLUDING WITHOUT LIMITATION ANY VIOLATION BY SOLTRA OF THESE RULES OR ANY THIRD PARTY RIGHTS (INCLUDING WITHOUT LIMITATION, THIRD PARTY INTELLECTUAL PROPERTY RIGHTS), (II) ANY DATA SENT OR RECEIVED BY MEMBER, ANOTHER MEMBER OR OTHER THIRD PARTY OR (III) ANY SOLTRA ADAPTER OR SOLTRA ADAPTER MODIFICATION USED BY MEMBER.

14. CONFIDENTIALITY

14.1. Restrictions On Member Use Or Exploitation

Member shall not Use the Confidential Information for any purpose other than evaluating (including, without limitation, for purposes of legal review) or Use of the Soltra Offerings.

14.2. Additional Restrictions On Member Use And Disclosure; Member Responsibility

Member agrees not to sell, trade, publish, copy or otherwise disclose the Confidential Information to anyone in any manner whatsoever without Soltra's prior written consent, except as provided in Section 14.3 of these Rules. Member will not disclose any Confidential Information to any person other than to its Representatives, or those of an Affiliate, and only then if they have a clear need to know such Confidential Information in connection with the performance of their

professional responsibilities for the sole purpose of evaluating, including without limitation Member's legal review of, and/or Use of any of the Soltra Offerings and who are under contractual obligations of confidentiality consistent with and at least equivalent to those assumed by Member under these Rules. Member shall be responsible and liable for any violation under this Rule by Representatives, or those of an Affiliate, and shall take all reasonable steps, including, but not limited to, those steps taken to protect its own information, data or other tangible or intangible property that it regards as proprietary or confidential, to ensure that the Confidential Information is not disclosed or duplicated for the Use of any third party, and shall take all reasonable steps to prevent its Representatives, or those of an Affiliate, from disclosing or making unauthorized Use of any Confidential Information, or from committing any act or omission that may result in a violation of this Rule.

14.3. Required Disclosure

If Member becomes legally compelled, as a result of a subpoena, court order or other legal process, to disclose any of the Confidential Information, Member shall, to the extent permitted by law, give immediate notice to Soltra prior to disclosing the Confidential Information. Member shall also provide such reasonable co-operation and assistance as Soltra may reasonably request in connection with its efforts to obtain a protective order or other relief concerning the Confidential Information. Member shall provide such notice to Soltra as provided for in Section 23.10 of these Rules. Name, company (if applicable) and contract information must be included in such notice. In the event that Member is legally compelled to disclose Confidential Information, Member shall disclose only that portion of the Confidential Information that is legally required to be disclosed and shall exercise reasonable efforts to have such information designated as confidential by the court, tribunal or regulator compelling the disclosure.

14.4. Soltra Rights And Ownership; Return Or Destruction

Soltra shall retain all rights and title to Confidential Information. Nothing in these Rules shall be construed as granting any license or other right to Use the Confidential Information, other than as expressly provided for in these Rules. Upon written request of Soltra following termination of Member's Membership, Member shall, within thirty (30) days of such request, return to Soltra all written materials and documents (as well as any computer software or other media, made available or supplied by Soltra to Member) containing Confidential Information, together with any copies thereof, or destroy same (providing, upon request of Soltra, certification of the destruction); provided, however, that any obligation to destroy or permanently erase Confidential Information shall not apply to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of the regular and customary business of Member.

14.5. Soltra Remedies; Member Violation of Obligations

Member agrees that, other than the disclosures permitted under Section 14.3 of these Rules, disclosure of Confidential Information without the express written consent of Soltra will cause irreparable harm to Soltra, and that any violation or threatened violation of this Rule by Member or its Representatives will entitle Soltra to injunctive relief, attorneys' fees and court costs, in addition to any other legal remedies available to it, in any court of competent jurisdiction. Member shall notify Soltra immediately upon discovery of any unauthorized Use or disclosure of Confidential Information, or any other violation of this Rule by Member or its Representatives, and will cooperate with Soltra in every commercially reasonable way to help Soltra regain possession of the Confidential Information and prevent any further unauthorized Use or disclosure.

14.6. Survival of Confidentiality Obligations

Member's confidentiality obligations set forth in this Rule shall terminate three (3) years after the termination of the Member's Membership.

15. COMPLIANCE WITH LAW; SOLTRA ANTITRUST POLICY; SOLTRA ANTI-BRIBERY PROGRAM

15.1. Member Compliance With Applicable Law

Member shall comply with all Applicable Law in connection with its Use of the Soltra Offerings. Without limiting the generality of the preceding sentence, Member agrees to comply with (i) all applicable U.S. Export Administration Regulations, end-user, end-use, and destination restrictions issued by U.S. and other governments; (ii) all applicable confidentiality, disclosure, use, storage and other protections provided under Applicable Law to any Data sent or received by Member; (iii) all applicable U.S. federal and state and other applicable non-U.S. antitrust or competition law and regulations; and (iv) any applicable non-U.S. law, regulation or other legal requirement.

15.2. Soltra Compliance With Applicable Law

Soltra shall comply with all Applicable Law in connection with its provision of the Soltra Offerings. Without limiting the generality of the preceding sentence, Soltra agrees to comply with (i) all applicable U.S. Export Administration Regulations, end-user, end-use, and destination restrictions issued by U.S. and other governments; (ii) all applicable confidentiality, disclosure, use, storage and other protections provided under Applicable Law to any Data received, stored or transmitted by Soltra; (iii) all applicable U.S. federal and state and other applicable non-U.S. antitrust or competition law and regulations; (iv) the U.S. Foreign Corrupt Practices Act and other anti-bribery laws applicable to Soltra; and (iv) any applicable non-U.S. law, regulation or other legal requirement.

15.3. Restraint Of Trade; Unfair Trade Practice

Member will, in connection with its Membership, refrain from all activities and communications which result in, or could be construed as, a restraint of trade or unfair trade practice. Without limiting the generality of the preceding sentence, Member will not Use the Soltra Offerings to discuss any of Member's competitively sensitive information, such as pricing, products, future plans, or vendor, manufacturer or security service provider (other than Soltra) discussions or negotiations.

15.4. Soltra Anti-Bribery Compliance Program

Soltra maintains an anti-bribery compliance program designed to comply with the requirements and restrictions of the United States Foreign Corrupt Practices Act and other anti-bribery laws. Member must provide reasonable cooperation to Soltra for the purposes of assisting Soltra in complying with its anti-bribery program and related Applicable Law.

15.4.1. A non-U.S. Member must notify Soltra of the level of ownership, control or influence of any non-U.S. government, agency, or instrumentality in the Member. Member shall provide such additional information as reasonably requested by Soltra.

15.5. Conflict Between Applicable Law And Rules

Applicable Law shall govern in the event of any conflict between these Rules and any Applicable Law.

16. MEMBER'S USE OF AGENTS

16.1. Right To Use Agents

Member may appoint Agents to engage in those activities which are expressly designated for Member under these Rules. For the avoidance of doubt, an Agent's right to Use the Soltra Offerings is limited to (i) Use for the Member(s) on whose behalf the Agent is acting, and (ii) the extent permitted for such Member(s) under these Rules. Other than the foregoing, a Member's Agent may not Use the Soltra Offerings in any other capacity, including, without limitation, for itself or on behalf of any other person or entity.

16.2. Responsibility For Agents

Member shall be responsible and liable for all acts or omissions of its Agents under these Rules in the same manner and to the same extent as if such Agent's act or omission was that of Member.

16.3. Agent Agreement

Prior to utilizing an Agent in connection with any activity designated for Member under these Rules, Member shall enter into a legally binding written agreement with the Agent, in which the Agent agrees to be subject to and bound by these Rules with respect to the services Agent provides to Member (including, without limitation, Member's Agent's Use of the Soltra Offerings) in the same manner and to the same extent as if such services were provided by Member. Such agency agreement shall also require Agent to agree to and comply with the Member Representative audit provisions provided for in Rule 17 of these Rules.

16.4. Soltra Prohibition Of Member Agent

Soltra may prohibit an Agent from providing services to a Member with respect to any or all of the Soltra Offerings for good cause. For purposes of this Section, good cause includes, but is not limited to, Member's Agent:

- 16.4.1. Engaging in fraudulent activity;
- 16.4.2. Engaging in any activity that violates, or results in a violation of, these Rules;
- 16.4.3. Operating in an unsound or unsafe manner; or
- 16.4.4. Engaging in any other activities that may threaten the brand or reputation of Soltra, or that may result in undue economic hardship, damage or loss of goodwill to Soltra or to any of the Soltra Offerings.

17. AUDIT RIGHTS; RESPONSIBILITY TO PROVIDE COMPLIANCE INFORMATION

17.1. Soltra Audit Rights

Soltra shall have the right to conduct an audit or otherwise review Member's or Member's Representative's Use of the Soltra Offerings in order to ensure Member's or Member's Representative's compliance with these Rules. Such audit may be conducted remotely, through a scan of Member's or Member's Representative's hardware, may in the case of an Advisory Committee Member or Enterprise Plus Member be self-certified by the Member, or may be conducted on-site at Member's or Member's Representative's premises. Member and its Representatives agree to cooperate with all reasonable requests from Soltra in connection with conducting such audit, including, without limitation, providing Soltra with reasonable access to Member's or Member's Representative's systems solely for the purposes of conducting such an audit. For the avoidance of doubt, Soltra shall not have the right to conduct an audit of Member or Member's Representative unrelated to their Use of the Soltra Offerings.

17.2. Member or Member's Representative Provision Of Compliance Information And Certification

Member or Member's Representative shall provide such information and certifications as Soltra may reasonably require, from time to time, to determine Member's or Member's Representative's compliance with these Rules or whether Member or Member's Representative's operations pose any security, legal, financial or other risk to Soltra or other Members. Soltra shall have the right to require Member or Member's Representative to produce such written evidence as Soltra deems necessary to determine Member's or Member's Representative's compliance with these Rules.

17.3. Member Compliance Notification Obligation

Member shall notify Soltra immediately upon the occurrence of any event or condition which imperils Member's capability to meet its obligations of Membership. This notice must include name, company (if applicable), and contact information, and describe the threatening event or condition, except that Member shall not be required to provide information the disclosure of which is prohibited by Applicable Law.

17.4. Soltra Findings; Corrective Action

Upon completion of an audit or other review of Member's or Member's Representative's Use of the Soltra Offerings, Soltra may, at Soltra's option, provide Member with a written report summarizing Soltra's findings as to any potential or actual violations by Member or Member's Representative of these Rules. Within thirty (30) days following Member's receipt of Soltra's report, Member shall, with respect to each potential or actual violation of these Rules identified in the Soltra report, develop and deliver to Soltra either (i) a written corrective plan detailing how and when Member intends to correct the violation, or (ii) alternatively, a written explanation as to why the Soltra finding does not constitute a potential or actual violation of these Rules. If Soltra notifies Member that its response is, in Soltra's reasonable judgment, inadequate or otherwise unacceptable to Soltra, then Member will use reasonable efforts to cooperate with Soltra in good faith to develop an alternative plan to address the potential or actual violation of these Rules. Any correction of a Rules violation pursuant to this Rule or otherwise shall not relieve Member of any liability for the Rules violation occurring prior to correction by Member.

17.5. Advisory Committee Member And Enterprise Plus Member Audit Rights

Subject to Soltra's reasonable security requirements, Advisory Committee Members and Enterprise Plus Members shall have the right to conduct an audit or otherwise review Soltra in order to ensure Soltra's compliance with these Rules. Such audit may be conducted remotely, through a scan of Soltra's hardware, or may be conducted on-site at Soltra's premises. Soltra agrees, subject to Soltra's reasonable security requirements, to cooperate with all reasonable requests from such Member in connection with conducting such audit, including, without

limitation, providing such Member with reasonable access to Soltra's systems solely for the purposes of conducting such an audit.

17.6. Soltra Provision Of Compliance Information And Certification

17.6.1. For Advisory Committee Members and Enterprise Plus Members, Soltra shall provide the following information regarding Soltra's compliance with these Rules:

17.6.1.1. BITS Shared Assessment Standard Information Gathering (SIG) and third party assessment of the Agreed Upon Procedures (AUP).

17.6.1.2. The first such SIG and AUP will be available no later than October 31, 2015. The SIG & AUP artifacts shall be updated on an annual basis based upon the current version of the SIG/AUP shared assessment in effect sixty (60) days before the annual refresh date. See <https://sharedassessments.org/> for more information.

17.6.1.3. Summary results of internal or external penetration testing performed by Soltra within thirty (30) days of finalization of such reports, upon request by an Advisory Committee Member or Enterprise Plus Member.

17.6.1.4. Soltra will respond to Advisory Committee Member's or Enterprise Plus Member's internal questionnaires for specific questions about security controls or operational processes not otherwise addressed in the SIG/AUP to enable such Members to comply with applicable regulatory requirements. Soltra will provide questionnaire responses once per calendar year and will provide up to ten (10) hours of Soltra staff time to complete such responses. Additional Soltra staff time beyond ten (10) hours will be billed to Member at applicable rates.

17.6.1.5. Onsite inspections. Soltra will support Advisory Committee Member or Enterprise Plus Member needs for onsite examination by the Member's staff to enable such Members to comply with applicable regulatory requirements. This will be performed up to once per calendar year, upon request, and will include up to ten (10) hours of Soltra staff time to complete such onsite reviews. Additional staff time beyond ten (10) hours will be billed to Member at applicable rates. This review will be performed in Soltra's offices.

17.6.1.5.1. If access to Soltra co-location spaces, cloud based infrastructure, or data centers is also

required this will be billed at standard staff labor rates, and may be subject to additional restrictions based upon data center, co-location, or cloud provider contractual requirements. This shall be performed up to once per calendar year, upon request and upon at least thirty (30) days prior written notice.

17.6.2. For Enterprise Members and Network Only Members, Soltra shall provide the following information regarding Soltra's compliance with these Rules:

17.6.2.1. BITS Shared Assessment Standard Information Gathering (SIG) and third party assessment of the Agreed Upon Procedures (AUP).

17.6.2.2. The first such SIG and AUP will be available no later than October 31, 2015. The SIG & AUP artifacts shall be updated on an annual basis based upon the current version of the SIG/AUP shared assessment in effect sixty (60) days before the annual refresh date.

17.6.2.3. See <https://sharedassessments.org/> for more information.

17.6.3. Any information provided to Members pursuant to this Section 17.6 shall be deemed to be Confidential Information, unless otherwise designated by Soltra.

17.7. Soltra's Compliance Notification Obligation

Soltra shall notify Advisory Committee Members and Enterprise Plus Members immediately upon the occurrence of any event or condition which imperils Soltra's capability to meet its obligations under these Rules. This notice shall describe such event or condition, except that Soltra shall not be required to provide information the disclosure of which is prohibited by Applicable Law.

17.8. Member Findings; Corrective Action

Upon completion of an audit or other review of Soltra by an Advisory Committee Member or Enterprise Plus Member, such Member may, at such Member's option, provide Soltra with a written report summarizing such Member's findings as to any potential or actual violations by Soltra of these Rules. Within thirty (30) days following Soltra's receipt of such Member's report, Soltra shall, with respect to each potential or actual violation of these Rules identified in such Member's report, deliver to such Member a corrective plan or, alternatively, an explanation as to why such Member's finding does not constitute a potential or actual violation of these Rules. If such Member notifies Soltra that its response is, in such Member's reasonable judgment, inadequate or otherwise unacceptable to such Member, then

Soltra will use reasonable efforts to cooperate with such Member in good faith to develop alternative plans to address the potential or actual violation of these Rules.

18. SUPPORTING DOCUMENTATION

18.1. Supporting Documentation

The Supporting Documentation is incorporated by reference in these Rules, and is considered for all purposes part of, and having the same effect as, these Rules.

18.2. Conflict Between Rules And Supporting Documentation

These Rules shall govern in the event of any conflict between these Rules and any of the Supporting Documentation.

18.3. References To Rules Include Supporting Documentation

All references to these Rules herein or elsewhere include the Supporting Documentation.

19. AMENDMENT

19.1. Amendment Of Rules

These Rules, including for the avoidance of doubt the Supporting Documentation, may be amended by Soltra in its sole discretion from time to time upon prior notice to Member provided via the Soltra website. Prior to adoption of any such amendment, Soltra may but shall not be obligated to seek advice, guidance or input on the amendment from Members in one or more Membership Categories. If Soltra makes a material change to these Rules, Member may terminate its Membership within thirty (30) days of Soltra providing notice of such amendment.

Member shall be subject to these Rules as then in effect, including all amendments thereto, as posted on the Soltra website.

20. RULES WAIVER

20.1. Rules Waiver

Soltra may grant a Member's request for a Waiver to a particular Rule or requirement in these Rules pursuant to the procedures specified in Exhibit E ("Rules Waiver") to these Rules.

20.2. Rules Waiver Unique And Limited

Each Waiver granted by Soltra is unique and limited to the specific circumstances of the individual request for Waiver. A Member may not apply a previously granted Waiver to any other future program or service.

20.3. Rules Waiver Conditions; Repeal; Modification

A Waiver may include specific conditions, and may be repealed or modified by Soltra at any time in its sole discretion.

21. DISPUTE RESOLUTION

21.1. Disputes Between Soltra And Member

21.1.1. In the event of any dispute or claim arising under these Rules between Soltra and Member, Soltra or Member as applicable will notify the other of the dispute or claim with as much detail as possible. Soltra and Member will use good faith efforts to resolve the dispute or claim within thirty (30) days after receipt of such notice. If Soltra and Member are unable to resolve the dispute or claim, or agree upon the appropriate corrective action to be taken within such thirty (30) day period, then such dispute or claim shall be exclusively resolved by binding arbitration upon the submission of the claim or dispute to arbitration by either Soltra or Member. The demand for arbitration must be made within a reasonable time after the dispute or claim in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved party knew or should have known of the dispute or claim. The arbitration shall be governed by the rules specified in Exhibit F (“Arbitration Between Soltra And Member”) to these Rules. Pending resolution of the dispute or claim, Soltra and Member each will continue without delay to carry out all their respective responsibilities under these Rules.

21.1.2. The arbitration rules prescribed in Section 21.1.1 of these Rules and in Exhibit F (“Arbitration Between Soltra and Member”) to these Rules shall be specifically enforceable.

21.1.3. Nothing contained in this Rule will limit or delay the right of either Soltra or Member to seek injunctive relief from a court of competent jurisdiction, whether or not Soltra or Member has pursued informal resolution or arbitration in accordance with this Rule.

21.2. Disputes Between Members

21.2.1. Any dispute or claim arising under these Rules between Member and another Member shall be exclusively resolved by binding arbitration

upon the submission of the claim or dispute to arbitration by either Member. The demand for arbitration must be made within a reasonable time after the dispute or claim in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved Member knew or should have known of the dispute or claim. The arbitration shall be governed by the rules specified in Exhibit G (“Arbitration Between Members”) to these Rules. Pending resolution of the dispute or claim, each Member will continue without delay to carry out all their respective responsibilities under these Rules.

21.2.2. The arbitration rules prescribed in Section 21.2.1 of these Rules and in Exhibit G (“Arbitration Between Members”) to these Rules shall be specifically enforceable.

21.3. Disputes With Non-Members

For the avoidance of doubt, this Rule does not apply to a dispute or claim arising between Soltra or a Member and a person or entity that was not a Member at the time the dispute or claim arose.

21.4. Survival

This Rule shall survive termination of Member’s Membership.

22. CHOICE OF LAW

22.1. Governing Law; Jurisdiction; Venue

These Rules are governed and interpreted by and in accordance with the laws of the state of New York, without giving effect to its rules of conflict of laws principles thereof that would require or permit the application of the law of another jurisdiction. Except as provided for in Rule 21 (and Exhibits F and G) to these Rules, Soltra and Member agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts of the United States located in the State of New York, City of New York for the purpose of litigating all actions brought under these Rules.

23. MISCELLANEOUS

23.1. Entire Agreement; Prior Agreement

These Rules embody the complete agreement and understanding between Member and Soltra with respect to the subject matter of these Rules, including without limitation the Soltra Offerings. These Rules supersede and preempt any prior understanding, agreement, or representation by or between the Member and Soltra,

whether written or oral, that may have related to the subject matter of these Rules in any way.

23.2. Conflict Between Rules And Sponsoring Organization Rules

In the event of a conflict between these Rules and those of a Sponsoring Organization involving the Soltra Offerings (including the terms of Use thereof as set forth in these Rules), such conflict shall be governed by these Rules. In the event of a conflict between these Rules and those of a Sponsoring Organization not involving the Soltra Offerings, such conflict shall be governed by the rules of the Sponsoring Organization.

23.3. No Third Party Beneficiary

These Rules do not confer any right or remedy upon any person other than Soltra and Members, and there are no intended third party beneficiaries of these Rules. [Any person who is not a Member under these Rules has no right under the U.K.'s Contracts \(Rights of Third Parties\) Act 1999 or otherwise to rely upon or enforce any provision of these Rules.](#)

23.4. Severability

If any provision of these Rules is found to be invalid, unlawful or unenforceable to any extent, such invalid provision will be enforced to the maximum extent permitted by Applicable Law or, if not enforceable, will be severed from the remaining terms, conditions and provisions, which will remain in full force and effect.

23.5. Delay Or Omission In Exercising Right Or Remedy

No delay or omission by Soltra or a Member in exercising any rights or remedies under these Rules or Applicable Law shall impair such right or remedy or be construed as a waiver of any such right or remedy.

23.6. No Joint Venture, Partnership; Other Business Entity

Nothing contained in these Rules is intended to create a joint venture, partnership or other type of business entity between Soltra and Member.

23.7. No Implied Waiver

No waiver of any right provided by, or violation of, these Rules will be effective unless in writing and signed by the person or entity (Soltra or Member, as applicable) against whom the waiver is sought to be enforced. No delay or failure by either Soltra or Member to exercise any right under these Rules, and no partial exercise of any right under these Rules, will constitute a waiver of that right or any other right. No waiver of any right under, or violation of, these Rules will operate

as a waiver of any other right or violation, or of the same right or violation on a future occasion.

23.8. Remedies

Except as otherwise expressly provided for in these Rules, no remedy conferred by any of the specific provisions of these Rules or available to Soltra or Member is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given under these Rules, now or hereafter existing at law or in equity or by Applicable Law or otherwise. The election of any one or more remedies by either Soltra or Member will not constitute a waiver of the right to pursue other available remedies.

23.9. Headings

Rule, Section and Subsection headings in these Rules are for reference purposes only and shall not be used to limit, enlarge, or otherwise interpret any such Rule, Section or Subsection of these Rules.

23.10. Notice

Except as otherwise expressly provided for in these Rules, any notice required or permitted to be given under these Rules shall be given in writing and shall be (i) hand delivered, sent by certified or registered mail or sent by overnight courier service and (ii) e-mailed, if an email address has been provided to the notifying party by the party to receive notice, as follows: (a) to Member, at such address and e-mail address as Member may have specified to Soltra in writing, and (b) to Soltra at:

Soltra Solutions, LLC
c/o DTCC
18301 Bermuda Green Drive
Tampa, FL ~~33647~~33647
Attn: Mark Clancy
legalnotices@soltra.com

With a copy to:

Soltra Solutions, LLC
c/o DTCC
55 Water Street
New York, NY 10041
Attention: General Counsel
soltranotices@dtcc.com

EXHIBIT A

MEMBERSHIP

I. MEMBERSHIP CATEGORIES AND ATTENDANT RIGHTS/BENEFITS

Tier 1: Advisory Committee Member

- All rights and benefits of Tier 2, Tier 3 and Tier 4 Members plus:
- This Membership tier is by invitation-only with a limited number of Memberships
- 2 hour support response time during service hours
- Reserved place in the Advisory Committee
- Reserved place in the Technical Advisory Committee
- Direct Soltra board-level access
- Priority review of code submissions
- Direct contact with Soltra engineers
- Ability to use unique specified logo on website

Tier 2: Enterprise Plus Member

- All rights and benefits of Tier 3 and Tier 4 Members plus the following:
- Access to professional services for an additional 8 hours (cumulative 16 hours), with additional hours available at prevailing rates
- Expedited review of code submissions
- Audit-rights (see Rule 17 of the Rules)
- Intellectual Property Indemnification (see Rule 11 of the Rules)
- Reserved place in the Pilot Group
- Ability to create own communities and trust groups in the Soltra network (if and when available)
- Right to make copies of the Soltra Edge software for use on multiple computers and multiple instances

- Ability to use specified logo on website

Tier 3: Enterprise Member

- All rights and benefits of Tier 4 Members plus the following:
- 4 hour support response time during service hours
- Access to professional services for up to 8 hours, with additional hours available at prevailing rates
- Access to all available Soltra-delivered Adapters
- Access to non-standard installs (e.g. bare metal scripts)
- Source code participation
- Review of source code submissions
- Right to Use specified Soltra Member logo on Member's website
- Access to Soltra network communities based on community invitation (if and when available)
- Eligible for invitation to participate on Technical Advisory Committee (TAC) on feature promotion/code merge and Pilot Group

Tier 4: Network Only Member

- Membership in the Soltra network default community (if and when available)
- Eligible to join communities and trust groups (if and when available)
- Access to BITS Shared Assessment Standard Information Gathering (SIG) and third party assessment of the Agreed Upon Procedures (AUP)
- Community support and forums

II. MEMBERSHIP APPLICATION PROCESS

- Prospective members will complete the Membership application.
- Soltra will conduct a review of the prospective member, including OFAC sanctions check
- Soltra will notify the prospective member of acceptance or rejection of the application

III. MEMBERSHIP CATEGORY CHANGE PROCESS

- Member will inform Soltra, and if applicable such Member's Sponsoring Organization, in writing or email of its request to change its category of Membership pursuant to the Rules.
- Either Soltra or such Sponsoring Organization will confirm the change in Membership category, and invoicing will be adjusted as required.

IV. MEMBERSHIP FEES

- i. The initial and ongoing fees for each of the Membership Categories, and for each of the Soltra Offerings, are established by Soltra and may be revised, from time to time, by Soltra in its sole discretion. Fee schedules are available upon request. A request for the current fee schedule should be emailed to Soltra at soltranotices@dtcc.com. Name, company (if applicable) and contact information is to be included in the request.
- ii. If Soltra has confirmed that Member has either underpaid or overpaid its fees, Soltra may process a fee adjustment. The fee adjustment time period for an overpayment is limited to one (1) year after the date that the overpayment was made. Soltra reserves the right to collect an underpayment from Member beyond the one (1) year period. No interest will be charged or collected on a fee adjustment.

EXHIBIT B

SOLTRA MEMBERSHIP BENEFITS AND SERVICES

The following Soltra Services and benefits will be made available to Members, based on Member's Membership Category and provided Member is in good standing. Not all Soltra Services will be available to all Members and Soltra reserves the right to update, change, modify, replace or discontinue any of the Soltra Services at any time without prior notice.

I. Support Services

Updates:

Soltra will provide Updates to Members. To receive Updates, Member may need to have Internet access and may be required to have installed prior Updates or be running the latest version of the Soltra Offerings.

E-Mail/Telephone Support:

Depending on the Membership level selected, Soltra will provide Members with support via e-mail and/or telephone regarding Member's Use of any of the Soltra Offerings. Until October 1, 2015 business hours for such support are 8:00 a.m. to 5:00 p.m. U.S. Eastern Standard Time/Eastern Daylight Time, Monday through Friday. Beginning on October 1, 2015 support will be available 24 hours a day, 7 days a week. Soltra will make reasonable efforts, but shall not be obligated, to respond to support inquiries as described in Exhibit A, which are directed to the Soltra support phone number or support@soltra.com. Name, company (if applicable), the nature of the support inquiry and contact information must be included in all requests.

Professional Services:

Upon Member's request, Soltra will provide the Member with remote professional services support to assist with specific tasks related to implementing and customizing Member's Use of any of the Soltra Offerings or facilitating Soltra Edge disaster recovery instance replication. Soltra will record the time it expends in providing Member with the professional services. All requests for professional services should be emailed to support@soltra.com. Name, company (if applicable), details of the request and contact information must be included in all requests. Any customization falls under the Rules and Membership Agreement.

II. Additional Professional Services

Soltra may, but shall not be obligated to, provide additional professional services. If Soltra provides such additional professional services, Member and Soltra will enter into a Services Addendum, setting forth the terms and conditions (including but not limited to

applicable fees) under which Soltra will provide the additional professional services. Except as otherwise set forth in a Services Addendum, all right, title and interest in any software or other work product created in connection with any additional professional services, including any modifications thereto or derivative works based thereon, shall be retained by and shall be vested solely and exclusively in Soltra and shall be deemed to be part of the Soltra Software licensed to Member pursuant to the terms and conditions of the Rules and the License applicable to Member's Membership Category. All requests for additional professional services should be emailed to support@soltra.com. Name, company (if applicable), details of services requested, and contact information must be included in all requests.

III. Dedicated Soltra Network Hosting

Soltra may, at its discretion, provide hosting for a dedicated Soltra Network. (Examples of Members who may be interested in a dedicated network include industry associations or regional governments.) If Soltra provides dedicated network hosting, Member and Soltra will enter into a Services Addendum, setting forth the terms and conditions (including but not limited to applicable fees) under which Soltra will provide the dedicated network hosting.

IV. Additional Services & Benefits Associated with Specific Tiers

The following Soltra Services and benefits are tied to specific Membership Categories, and are available to Members in good standing. Soltra may, in its discretion, modify or replace the Soltra Offerings listed below.

Unique Branding, Logo

Within sixty (60) days of the beginning of Member's Membership, Members of certain Membership Categories who are in good standing will receive a unique Membership logo that they can use to promote their Membership and use of the Soltra offerings. Members must abide by logo usage guidelines.

Board Access

For Members of certain Membership Categories, Soltra will, upon Member's request, provide the Member with up to two (2) hours of interaction with Soltra Board Members every twelve (12) months, at such times and venues as determined by Soltra.

TAC and Advisory Committees

Members of certain Membership Categories may be invited to participate in a Technical Advisory Committee and/or other product-related committees. These committees will convene on a periodic basis and are designed to gather, consolidate and communicate product-related feedback to Soltra.

Invitation to Pilot Group

Members of certain Membership Categories may be invited to participate in one or more pilot groups that get access to early versions of the Soltra Offerings.

Intellectual Property Indemnification

This benefit is available to Advisory Committee Members and Enterprise Plus Members, in accordance with Rule 11 of the Rules.

Audit Rights

Advisory Committee Members and Enterprise Plus Members have certain audit rights, in accordance with Rule 17 of the Rules.

Source Code Participation

Members of certain Membership Categories may participate in providing software code for consideration as a candidate to be merged into appropriate Soltra Offerings, if and when offered by Soltra. All reviews, timelines and acceptance of software code are at the sole discretion of Soltra.

Non-standard Installations (e.g., Bare Metal Scripts)

Members of certain Membership Categories may, upon Member's request, receive Soltra Offerings, software and support associated with non-standard installations. These may include, but are not limited to "bare metal scripts," such as Soltra Software to be installed on Member's own hardware, servers, services and/or cloud infrastructures.

Access to All Adapters

Members of certain Membership Categories who are in good standing may, upon Member's request, receive access to all Soltra-developed adapters related to the Soltra Offerings currently available and supported.

EXHIBIT C

SOLTRA LICENSES

SOLTRA SOFTWARE LICENSE AGREEMENT

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS BEFORE PRESSING “I ACCEPT” ON THE DOWNLOAD WEB PAGE. THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY), THE END USER, AND SOLTRA SOLUTIONS, LLC (“SOLTRA”) FOR THE SOLTRA SOFTWARE, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND “ON-LINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “SOLTRA SOFTWARE”). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOLTRA SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL, COPY, DOWNLOAD OR USE THE SOFTWARE. IF YOU DO NOT AGREE, CLICK “DISAGREE/DECLINE.”

YOU AGREE THAT YOUR USE OF THE SOLTRA SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. BINDING AGREEMENT

By using, copying, or distributing all or any portion of the Soltra Software, you accept all the terms and conditions of this Agreement. Upon acceptance, this Agreement is enforceable against you and any entity that obtained the Soltra Software and on whose behalf it is used.

If you do not agree, do not use the Soltra Software.

2. DEFINITIONS

- *“Contribution”* shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or legal entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work.
- *“Derivative Works”* shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

- “Documentation” shall mean the act or an instance of the supplying of documents or supporting references or records.
- “Licensor” shall mean Soltra Solutions, LLC.
- “Source” form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.
- “Work” shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work.
- “You” (or “Your”) shall mean an individual or legal entity exercising permissions granted by this License.

3. OWNERSHIP

It is hereby understood and agreed that ~~Soltra~~ (“Licensor”) is the owner of all right title and interest to the Soltra Software, regardless of the media or form of the original download, whether by the World Wide Web, disk or otherwise. You, as licensee (“Licensee”) through your downloading, installing, copying or use of this Soltra Software do not acquire any ownership rights to the Soltra Software.

4. GRANT OF LICENSE AND RESTRICTIONS

- 4.1. Soltra grants you a non-exclusive, non-transferable End-User license right to install the Soltra Software on the local hard disk(s) or other permanent storage media of one computer and use the Soltra Software on a single computer or terminal at a time. Licensee may physically transfer the Program between computers provided that it is used on only one computer at any given time. Soltra authorizes the End-User to make one (1) copy of the Soltra Software as an archival backup copy, provided End-User’s backup copy is not installed or used on any computer. Any other copies you make or authorize are in violation of this Agreement.
- 4.2. Further, no license is granted to you in the human readable code of the Soltra Software (source code). Except as provided below, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Soltra Software and Documentation. All rights, title, and interest belong solely to Soltra.
- 4.3. Except for the initial loading of the Soltra Software on a hard disk or other permanent storage media for archival/backup purposes as provided for above, you shall not, without Soltra’s express written consent: modify, adapt, or create derivative works based on the Soltra Software or any accompanying materials.
Some jurisdictions offer a limited right to reverse engineer a product. This provision expressly prohibits the End-User, or their authorized agent, from doing so outside of those jurisdictions and limits this action solely to the extent permitted under the applicable law.

5. GENERAL PROVISIONS

If any part of this ~~agreement~~Agreement is found void and unenforceable, it will not affect the validity of the balance of this ~~agreement~~Agreement, which shall remain valid and enforceable according to its terms. This ~~agreement~~Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This ~~agreement~~Agreement may only be modified by a writing signed by an authorized officer of Soltra. Except as provided in Paragraph 13, this is the entire agreement

between Soltra and you relating to the Soltra Software, and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Soltra Software.

6. NOTICE TO U.S. GOVERNMENT END USERS

For U.S. Government End Users, Soltra agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212); Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations in 41 CFR Parts 60-1 through 60-60, 60- 250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this ~~agreement~~[Agreement](#).

7. COMPLIANCE WITH LICENSES

If you are a business or organization, you agree that upon request from Soltra or Soltra's authorized representative, you will, within thirty (30) days, fully document and certify that use of any and all Soltra Software at the time of the request is in conformity with your valid licenses from Soltra.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Soltra shall retain all right, title, and interest in the Soltra Software and to any modifications or improvements made thereto, and any upgrades, updates or Documentation provided to End-User. End-User will not obtain any rights in the Soltra Software, its upgrades, and Documentation, as a result of its responsibilities hereunder. End-User acknowledges Soltra's exclusive rights in the Soltra Software and that the Soltra Software is unique and original to Soltra and that Soltra is owner thereof. Unless otherwise permitted by law, End-User shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Soltra's exclusive right and title to the Soltra Software or the validity thereof. End-User shall not attempt to develop any Software that contains the "look and feel" of any of the Soltra Software.
- 8.2. This Agreement does not grant permission to use the trade names, trademarks, service marks, or product names of Soltra, except as required for reasonable and customary use in describing the origin of the Work.

9. EXPORT LAW ASSURANCES

You may not use or otherwise export or re-export the Soltra Software except as authorized by United States law and the laws of the jurisdiction in which the Soltra Software was obtained. In particular, but without limitation, the Soltra Software may not be exported or re-exported (a) into (or to a nation or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By installing or using any component of the Soltra Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOLTRA SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [AND SUBJECT TO](#)

PARAGRAPH 15. THE SOLTRA SOFTWARE IS PROVIDED “AS IS,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SOLTRA HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOLTRA SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

SOLTRA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOLTRA SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOLTRA SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOLTRA SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOLTRA SOFTWARE WILL BE CORRECTED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOLTRA OR A SOLTRA AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOLTRA SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

11. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the law of the State of New York, as applied to agreements entered into and to be performed entirely within the State of New York between State of New York residents. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO PARAGRAPH 15. IN NO EVENT SHALL SOLTRA, ITS AFFILIATES OR LICENSEES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLTRA SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SOLTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SOLTRA’S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOLTRA SOFTWARE PRODUCT; PROVIDED HOWEVER, IF YOU HAVE ENTERED INTO A SUPPORT SERVICES AGREEMENT, SOLTRA’S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. SOLTRA OPERATING RULES

If you are a Member of Soltra, your use of the Soltra Software is also governed by the Soltra Operating Rules. In the event of any inconsistency between this Agreement and the Soltra Operating Rules, the Soltra Operating Rules shall govern.

14. ADDITIONAL TERMS AND AGREEMENTS

Soltra permits you to use the Soltra Software only in accordance with the terms of this ~~agreement~~[Agreement](#) and, if applicable, the Soltra Operating Rules. If you have any questions regarding this ~~agreement~~[Agreement](#), or if you wish to request any information from Soltra, please use the address and contact information included with the Soltra Software or via the web at www.soltra.com to contact the Soltra office.

15. NOTICE TO AUSTRALIAN LICENSEES

For the purposes of this Paragraph 15, "Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 to the Australian Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

This Paragraph 15 applies if you obtain any of the Soltra Software in Australia.

If a supply under this Agreement is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this Agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would contravene that statute or cause any term of this License to be void ("Non-excludable Obligations").

To the extent permitted by applicable law, except in the case of a major failure (as that term is defined in the Australian Consumer Law), Soltra's liability in relation to Non-excludable Obligations (other than a guarantee as to title, encumbrance or quiet possession conferred by the Australian Consumer Law) is limited, at Soltra's option, to: (i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT D

SOLTRA ACCEPTABLE USE POLICY

Permitted Uses

Member's right to Use any of the Soltra Offerings is limited to:

Exchange of information about the activities of actual or potential network intruders, solely for the purpose of assisting in the defense of Member's network; and/or

As expressly permitted in the License(s) applicable to the Membership Category of the Member.

Prohibited Uses

Except as otherwise expressly permitted in these Rules, including the License(s) applicable to the Membership Category of the Member, Member may not:

Rent, lease, lend, sell, distribute or sublicense any of, or any component of, the Soltra Offerings;

Use any of the Soltra Offerings to provide services to any third party;

Use any of the Soltra Offerings to exchange information other than about the activities of actual or potential network intruders solely for the purpose of assisting in the defense of Member's network;

Copy, decompile, reverse engineer, disassemble, modify, create derivative works of, or Use any of the Soltra Offerings outside the scope of the License(s) applicable to the Membership Category of the Member [\(except to the extent expressly permitted under applicable law\)](#);

Use any of the Soltra Offerings in any manner that could damage, disable, overburden, or impair the Soltra Offering or interfere with any other Member's Use of the Soltra Offering, or any other third party's software, hardware or other facilities;

Use any of the Soltra Offerings to attempt to gain unauthorized access to, trespass upon, burden, disrupt, corrupt or otherwise damage any service, account, computer system or network associated with Soltra, other Member or other third party;

Use any of the Soltra Offerings to harass, abuse, threaten, infringe or otherwise violate intellectual property rights, or otherwise cause harm, undue economic hardship, damage, loss of goodwill or harm to the brand or reputation to or of Soltra, other Members or other third parties; or

Use the Soltra Offerings in violation of any Applicable Law.

EXHIBIT E
RULES WAIVER

1. Reasons that a Member may request a Rules Waiver from Soltra include without limitation:
 - a. Member is testing a new Soltra product or service;
 - b. Member is participating in a Soltra pilot program;
 - c. Soltra determines a Waiver is needed to expand use of any of the Soltra Offerings
 - d. Member is unable to comply with a Soltra Rule or requirement due to circumstances beyond its control, such as fires, riots, war, terrorist attack, power outage, storms or other acts of God, or other causes over which Member has no control;
 - e. Member is unable to comply with a Soltra Rule or requirement due to Applicable Law. In this instance, Member must submit to Soltra proof of the specific Applicable Law that precludes compliance.
2. Member may request a Rules Waiver from Soltra by sending a written waiver request to support@soltra.com.

EXHIBIT F

ARBITRATION BETWEEN SOLTRA AND MEMBER

Arbitration between Soltra and Member of disputes or claims arising under these Rules shall be governed by the following:

1. The arbitration shall be conducted by three arbitrators. Each party shall select an arbitrator within ten (10) days of commencement of the arbitration who shall serve as a neutral arbitrator and the two designated arbitrators shall select a third neutral arbitrator within twenty (20) days of their selection. If the two arbitrators cannot agree on selection of a third arbitrator within twenty (20) days of their appointment, the American Arbitration Association shall select such arbitrator in accordance with the terms of this Appendix.
2. The arbitrators shall each have at least five (5) years of experience relevant to the dispute or claim that is the subject of the arbitration and also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration.
3. Except as otherwise expressly provided in this Exhibit, the arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association.
4. The arbitration shall be conducted in New York, New York.
5. The laws of the New York shall be applied in any arbitration proceedings, without regard to principles of conflict of laws that would require or permit the application of the law of another jurisdiction.
6. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrators are appointed. The arbitrators may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
7. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.
8. The parties shall be entitled to discovery in the arbitration, except that any party shall be entitled to request no more than one thousand (1000) pages of documents and to take no more than three (3) depositions not to exceed eight (8) hours for each such deposition. In addition to the three (3) depositions permitted in the preceding sentence, any party shall be entitled to also depose (i) any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition, and (ii) any witness who is unavailable to testify at the arbitration hearing to preserve such witness' testimony for the arbitration hearing.

9. The parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness at least ten (10) days before the arbitration hearing.
10. The arbitrators shall have no authority to award punitive, consequential, special or indirect damages. The arbitrators shall be entitled to issue injunctive and other equitable relief. The arbitrators shall award interest from the time of the violation to the time of award at the rate of prejudgment interest under New York law.
11. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Exhibit by bringing suit in any court of competent jurisdiction.
12. Each party shall pay its own proportionate share of arbitrator's fees and expenses and the arbitration fees and expenses of the American Arbitration Association. The arbitrators shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

EXHIBIT G

ARBITRATION BETWEEN MEMBERS

Arbitration between Members of disputes or claims arising under these Rules shall be governed by the following:

1. To initiate an arbitration proceeding, a Member (the “Complainant Member”) submits a complaint to Soltra. A complaint must contain the following:
 - a. The names, addresses and telephone numbers of the complainant and the other Member(s) involved in the dispute (the “Respondent Member(s)”).
 - b. A summary of the facts of the dispute as well as the section(s) of these Rules that is/are alleged to have been violated. The summary must also include information permitting identification of the sequence of events involved and the precise nature of the violation(s).
 - c. A statement of the dollar amount of damages claimed by the Complainant Member and an explanation of how damages in the amount claimed resulted from the violation(s) asserted.
2. The complaint must be accompanied by:
 - a. Copies of the documents available to the complainant necessary to resolve the dispute and of any written communications by the complainant and the respondent relating to the violation asserted.
 - b. A \$5,000 non-refundable application fee to be used for administrative expenses.
3. The complaint must be signed by an officer of the Complainant Member.
4. A hearing will be held, unless the parties otherwise agree and notify Soltra at the time the complaint is filed that they have agreed that there is to be no hearing. At its discretion, a party may be represented at the hearing by legal counsel.
5. Three (3) arbitrators will decide the case. The stipend for each arbitrator will be 1.5% of the arbitrator’s decision.
6. Soltra will maintain a list of arbitrators. Soltra will mail each party the same list of ten arbitrators who are not affiliated with either party to the dispute. Each party will have ten (10) days from the date the list is mailed to review the list, delete three names, and mail or deliver the remaining names to Soltra. Soltra will then compare the two lists and select three (3) arbitrators not deleted from either list to decide the arbitration. If a Member does not return the list within the time limit specified above, Soltra will then select the arbitrators to decide the arbitration from among the names not deleted on the list(s)

returned, or, if no list is returned within that time limit, from among the names on the list as mailed to each party.

7. Except as otherwise expressly provided in this Exhibit, the arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association.
8. The arbitration shall be conducted in New York, New York.
9. The laws of the New York shall be applied in any arbitration proceedings, without regard to principles of conflict of laws that would require or permit the application of the law of another jurisdiction.
10. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrators are appointed. The arbitrators may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
11. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.
12. The arbitration will be presented and the decisions reached according to the following requirements:
 - a. If a hearing is to be held, the arbitrators will set a hearing date which will not be less than ninety (90) days after each party has received notification of the selection of the arbitrators.
 - b. Soltra will provide the parties with at least thirty (30) days prior notice of the hearing.
 - c. Following the hearing, the arbitrators will have thirty (30) days to render their decision. The amount of the award of damages may not exceed the amount of damages claimed in the complaint.
 - d. The arbitrators may adopt such rules and procedures with respect to evidence and other procedural and substantive matters not inconsistent with these rules as they may deem appropriate.
 - e. The decision of the arbitrators will be based upon the applicable Rules.
 - f. No party will initiate contact with any arbitrator concerning the subject matter of the dispute unless all other parties are present.
 - g. Each party will pay its own expenses, including attorneys' fees, in connection with the arbitration.

- h. The arbitrators will be entitled to recover a part or all of their travel and other expenses in connection with the arbitration and the arbitrators' stipend from each party, as determined by the arbitrators.
- 13. Payments of awards and appeals of decisions will be subject to the following requirements:
 - a. The party(ies) against which such amount has been assessed will have fourteen (14) days after receiving notice of the decision in which to pay the damage award or other amount assessed against it as provided in these Rules.
 - b. The arbitrators' decision will be final and binding on the parties to the arbitration, and judgment thereon may be entered by any court having jurisdiction.

EXHIBIT H
SUPPORTING DOCUMENTATION

The Supporting Documentation is:

Soltra Software User Guide

EXHIBIT I

SPECIFIC PROVISIONS FOR AUSTRALIAN MEMBERS

For the purposes of this Exhibit I, "Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 to the Australian *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.

This Exhibit I applies if Member obtains any of the Soltra Offerings in Australia.

If a supply under these Rules is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these Rules excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would contravene that statute or cause any term of these Rules to be void ("Non-excludable Obligations").

To the extent permitted by applicable law, except in the case of a major failure (as that term is defined in the Australian Consumer Law), Soltra's liability in relation to Non-excludable Obligations (other than a guarantee as to title, encumbrance or quiet possession conferred by the Australian Consumer Law) is limited, at Soltra's option, to: (i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

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Insertion	
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Moved cell	
Split/Merged cell	
Padding cell	

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