506010936 04/13/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT6057647 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ZACHARY BONIG	05/07/2018
DAVID ALAN LARIVIERE	09/24/2014
SUCHITH VASUDEVAN	05/08/2018
BRIAN ALVIN BOURN	05/07/2018

RECEIVING PARTY DATA

Name:	CHICAGO MERCANTILE EXCHANGE INC.	
Street Address:	20 SOUTH WACKER DRIVE	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16846504

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-291-0860

Email: docket-us@lsk-iplaw.com, michelle.marsh@cmegroup.com

Correspondent Name: LEMPIA SUMMERFIELD KATZ LLC/CME

Address Line 1: 20 SOUTH CLARK STREET

Address Line 2: SUITE 600

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 004672-18004D-US

NAME OF SUBMITTER: JAMES L. KATZ

SIGNATURE: /James L. Katz/

DATE SIGNED: 04/13/2020

Total Attachments: 14

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Case No. 4672-18004AUS

ASSIGNMENT

WHEREAS, Zachary Bonig, David Alan Lariviere, Suchith Vasudevan and Brian Alvin Bourn, hereinafter called the "Assignors", have made the invention described in the United States provisional patent application entitled ENFORCEMENT OF LATENCY DETERMINISM ACROSS A COMPUTER NETWORK, executed by Assignors on the same date as, or on a date prior to, this Assignment, and subsequently accorded a filing date of May 8, 2018 [JLK [05/08/2013]] and an application Serial No. of 62/668, 353 [JLK [05/08/2013]] by the U.S. Patent and Trademark Office;

WHEREAS, CHICAGO MERCANTILE EXCHANGE INC., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 20 South Wacker Drive, Chicago, IL 60606, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents issuing therefrom in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to

hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

Assignors hereby agree that, subsequent to the execution of this agreement, Assignee and/or Assignee's legal representatives may insert the filing date and application serial number accorded to the United States patent application listed above by the U.S. Patent and Trademark Office into this document to sufficiently identify the patent application to which this Assignment pertains.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:		Zachary Bonig
DATED:		
5,(125.		David Alan Lariviere
DATED:	5/8/2018	DocuSigned by:
		Suchith Wasudevan
DATED:		Brian Alvin Bourn
		DHAH AWIII DUUHI

ASSIGNMENT

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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents issuing therefrom in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to

hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

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DATED:			
		Zachary Bonig	
DATED:			
		David Alan Lariviere	
DATED:			
		Suchith Vasudevan	
		ما DocuSigned by:	
DATED:	5/7/2018	Brian Bourn	
-			

Case No. 4672-18004AUS

ASSIGNMENT

WHEREAS, Zachary Bonig, David Alan Lariviere, Suchith Vasudevan and Brian Alvin Bourn, hereinafter called the "Assignors", have made the invention described in the United States provisional patent application entitled ENFORCEMENT OF LATENCY DETERMINISM ACROSS A COMPUTER NETWORK, executed by Assignors on the same date as, or on a date prior to, this Assignment, and subsequently accorded a filing date of ______May 8, 2018 _____[JLK /05/08/2018] and an application Serial No. of ______62/668,353 _____[JLK /05/08/2018] by the U.S. Patent and Trademark Office;

WHEREAS, CHICAGO MERCANTILE EXCHANGE INC., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 20 South Wacker Drive, Chicago, IL 60606, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents issuing therefrom in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to

hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

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IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:	5/7/2018	Laury Bonig Zachary Bonig
DATED:		David Alan Lariviere
DATED:		Suchith Vasudevan
DATED:		Brian Alvin Bourn

This Master Consultant Agreement ("Agreement") is made and shall be effective as of September 19th, 2014 ("Effective Date") by and between Haftware Corporation, a Massachusetts corporation having an office at 34 Warren Ave, Mansfield, MA 02048 ("Consultant"), and Chicago Mercantile Exchange Inc., a Delaware corporation having an office at 20 South Wacker Drive, Chicago, Illinois 60606 ("CME").

In consideration of the covenants and promises in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Consulting Services

- (a) <u>Scope of Consulting Services</u>. Subject to the terms and conditions of this Agreement, CME engages Consultant to provide services to CME and its Affiliates as more fully described in one or more Electronic Requests for Services, as hereinafter defined.
- (b) <u>Electronic Request for Services</u>. This Agreement applies to all services provided to CME and its Affiliates from time to time by Consultant. The services to be provided by Consultant ("Services") are set forth in an "Electronic Request for Services" or "ERS." For each instance in which CME desires Consultant's employees or agents to perform Services, it shall submit to an ERS describing the work to be performed, the pricing for the work, and such additional terms and conditions as shall be determined by CME.
- (c) Independent Contractor Relationship and Indemnification. Consultant's employees or agents are independent contractors and not employees or agents of CME or its Affiliates. Consultant accepts exclusive liability for all contributions and payroll taxes payable under federal and state law, including without limitation unemployment and workers' compensation insurance, withholding, and any and all other fringe benefits with respect to performance of Consultant's employees or agents. Specifically, Consultant agrees that during each month in which an employee of Consultant performs services for CME, Consultant will offer each such employee and the employee's dependents the opportunity to enroll in minimum essential coverage under an employer-sponsored plan. "Minimum essential coverage" and "affordable" shall have the meaning set forth in Section 5000A(f) of the Internal Revenue Code. The coverage offered shall be "affordable" and provide "minimum value" as those terms are defined in the regulations applicable to determining an employer's liability for penalties under Section 4980H of the Internal Revenue Code. Consultant represents that it has entered into employment or agency agreements with its employees and agents or otherwise maintains control and direction over its employees and agents. Consultant is responsible for the training and supervision of its employees and agents. Consultant acknowledges that Consultant's employees and agents are not eligible to participate in any CME benefit plan. severance plan, or any other benefits provided to employees of CME or its Affiliates. Consultant further agrees to indemnify and hold harmless CME and its Affiliates from any and all losses, damages, costs, and expenses arising out of claims made against CME or its Affiliates by Consultant's employee(s) or agent(s) seeking to obtain participation in or to be deemed eligible to participate in any CME employee benefit plan or program, including, but not limited to, any penalties or other costs CME incurs if Consultant fails to provide the "minimum essential coverage" described above.

(d) Consultant's Employees or Agents

All Consultant employees or agents assigned to provide services to CME or its Affiliates under this Agreement or any Statement of Work shall be required to submit to (i) a criminal background check ("Background Check") if the assigned duties require access to CME's or its Affiliate's computer network; (ii) a credit check ("Credit Check") if the assigned duties require access to CME's confidential and proprietary business information and/or systems containing confidential information or data (as determined by CME) and (iii) a fingerprint check ("Fingerprint Check") if the assigned duties require access to any CME or Affiliate facility. CME shall conduct, or use a

CME selected vendor to conduct, any Background Check required under this section at CME's expense, CME shall also conduct, or use a CME selected vendor to conduct, any required Fingerprint Check at Consultant's expense. Consultant shall pay to CME a fee of \$50 per Consultant employee or agent requiring such FingerPrint Check. In addition, Consultant shall pay to CME a security deposit of \$100 per Consultant employee or agent who requires or receives a badge allowing access to any CME or Affiliate facility. This \$100 fee will be refunded to Consultant upon return of the badge to CME. Such fees are due to CME on the date each Consultant employee or agents are assigned to work with CME under this Agreement or any Statement of Work. CME reserves the right to reject any Consultant employee or agent who has a criminal background that is unacceptable to CME. Consultant's employees or agents shall observe security and safety policies of CME and its Affiliates, as well as any policies of CME and its Affiliates governing conduct in the workplace, including complying with the Code of Conduct attached as Annex A. Any expenses, deposits, or other fees which the Consultant would otherwise owe to the CME under this section 1 (d) may be waived by the CME, at its discretion, in future written communication.

2. Term and Termination

- (a) <u>Term.</u> The term of this Agreement commences on the Effective Date above and automatically terminates on the third anniversary of that date, unless extended, in writing, by mutual consent of the parties. However, if on the third anniversary at least one ERS has not been completed, this Agreement shall continue in full force and effect until the last of such incomplete ERS has been completed to the satisfaction of CME unless either party decides to terminate the Agreement.
- (b) Termination of Agreement. Either party may terminate this Agreement at any time by giving two (2) weeks' prior written notice to the other party. CME may also terminate summarily work undertaken under any identified ERS upon notice to Consultant in the event of a material breach of the terms of this Agreement or the applicable ERS by Consultant, including failure of Consultant to perform satisfactorily the ERS as determined by CME. Any notice given by CME of its intention to terminate, a single or multiple Statement(s) of Work shall identify the applicable ERS with respect to which termination is sought, and this Agreement shall remain in effect with respect to all ERS not so identified in any notice of termination. In the event of termination of the entire Agreement, all outstanding Statements of Work shall also terminate and CME shall pay Consultant for all services performed through the date of termination. In the event of termination of a single or multiple ERS', CME shall pay Consultant for services performed under the affected ERS through the date of termination.
- (c) Return of CME Materials. Upon termination of this Agreement or any ERS, Consultant shall promptly return to CME all copies in whatever form of any CME or Affiliate Confidential Information (as defined in Section 5), data, records, or materials, including, without limitation, all materials incorporating proprietary or Confidential Information of CME or its Affiliates, or shall certify that all such materials have been destroyed. Consultant shall also furnish to CME all work in progress or portions thereof, including all incomplete work, prepared by Consultant for CME under the Agreement or the affected ERS. Notwithstanding the foregoing, copies of Confidential Information that are required to be retained by law or regulation or audit requirements or that are created pursuant to any automated archiving or back-up procedures which cannot reasonably be deleted may be retained, however, such Confidential Information shall continue to be subject to the terms of this Agreement.

3. Compensation, Expenses and Payments

- (a) Compensation CME shall compensate Consultant for the services provided at the rates confirmed and agreed to in writing by CME in each ERS ("Compensation").
- (b) <u>Materials Charges</u>. If Consultant provides any software, hardware or other materials to CME in connection with its performance of the Services, CME shall pay Consultant for CME's use or acquisition in such amounts as are agreed by the parties ("Materials Charges"). Such

- agreement must be reached prior to the use or acquisition thereof and must be approved by both parties in writing.
- (c) <u>Reimbursable Expenses</u>. Unless otherwise provided in an ERS, CME shall not reimburse Consultant for travel and other expenses.
- (d) Invoice and Payments. Unless otherwise provided in an ERS, Consultant will record time incurred in performing the Services in the appropriate time tracking system on a weekly basis. Consultant shall record it's time for Services performed in any given week by the end of the day on the Friday during the week of Service. Consultant will be paid by Beeline in accordance with the terms of the Supplier Access and Services Agreement (by and between Consultant and Beeline.com Inc.) for all hours of Service approved by CME, less a two percent (2%) pre-payment discount. If payment is not made to Consultant by the tenth (10^{th)} business day of the following month, CME will rebate the two percent (2%) pre-payment discount (as applicable to those fees not timely paid), to Consultant.
- (e) Consultant's Expenses. Except as otherwise provided herein, Consultant agrees that it is responsible for the normal expenses associated with Consultant's trade or business. Consultant represents that it possesses the tools, equipment, and other materials, including software programs, necessary for the normal conduct of its business. This excludes any licenses, software, or hardware required for FPGA development targeting Maxeler's platform(s).

4. Rights in Data

- (a) Property of CME. All right, title, and interest in and to any programs, systems, data, and materials furnished to Consultant by CME are and shall remain the property of CME, its licensees or its Affiliates. For avoidance of doubt, anything produced and/or delivered under this Agreement by Consultant that is not Consulting Methodology (as defined in Section 4(c) below) shall be the property of CME.
- (b) Works for Hire. All right, title, and interest in and to any materials including, without limitation, software programs, systems, documents and data produced, prepared or developed by Consultant for CME or its Affiliates in connection with or pursuant to any Statement of Work ("Work Products"), including all rights in copyright, patent and other intellectual property right, and the right to copy, disclose, make derivative works, and distribute the Work Products, shall be held by CME, and all Work Products shall be considered works made for hire. If so requested by CME. Consultant shall mark all Work Products with CME's copyright or other proprietary notice as directed by CME and shall take all actions deemed necessary by CME to perfect CME's rights. If the Work Products are deemed not to constitute works made for hire, or if Consultant otherwise, by operation of law, is deemed to retain any rights to any Work Products, Consultant does hereby assign all right, title and interest in and to such Work Products to CME. Consultant agrees to execute any documents of assignment or registration of copyright, patent and other intellectual property rights requested by CME respecting any and all such Work Products, and hereby grants CME Power of Attorney to execute any such documents as may be required to demonstrate and record ownership of any copyright, patent and other intellectual property rights in all such Work Products. This provision does not apply to any invention for which no equipment, supplies, facility, trade secret information, or Confidential Information of CME or its Affiliates was used and which was developed entirely on the Consultant's employee's or agent's own time.
- (c) Consulting Methodology. The ideas, concepts, methodologies, processes, inventions and tools that Consultant furnishes, together with any computer equipment, software programs, methods and techniques that Consultant employs to produce the Work Products deliverable under each ERS, are collectively defined as the "Consulting Methodology". All rights, title, and interest in and to the Consulting Methodology used in performance of an ERS remain the property of Consultant. No rights, title or interest in the Consulting Methodology shall pass to CME by operation of law or otherwise. Consultant grants to CME and its Affiliates a

perpetual, non-exclusive, royalty free license to use the Consulting Methodology as incorporated into the Work Products.

5. Confidential Information

- (a) "Confidential Information" means any information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") during the performance of this Agreement, or otherwise, that should reasonably have been understood by the recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Disclosing Party or to a third party. Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means. Confidential Information does not include any information that (i) was publicly known at the time of Disclosing Party's communication thereof to Receiving Party; (ii) becomes publicly known through no fault of Receiving Party or its Representatives (as defined in Section 5(b), Confidential Information) subsequent to the time of Disclosing Party's communication thereof to Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof to Receiving Party; (iv) is developed by Receiving Party independently of and without reference to any of Disclosing Party's Confidential Information or other information that Disclosing Party disclosed in confidence to any third party; (v) is rightfully obtained by Receiving Party from third parties authorized to make such disclosure without restriction; or (vi) is publicly disclosed by Disclosing Party or identified by Disclosing Party as no longer proprietary or confidential. For avoidance of doubt, the terms of this Agreement, any work product or papers (including portions thereof) or any derivative work product or papers produced by Receiving Party as a result of this Agreement or its review of Disclosing Party's Confidential Information, shall be considered Confidential Information unless otherwise indicated at the time of development.
- (b) During the term of this Agreement and for a period of three (3) years after the end of the term, the Receiving Party shall (i) not use Disclosing Party's Confidential Information other than in connection with the performance of this Agreement; (ii) protect the Disclosing Party's Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care; and (iii) shall not disclose, transfer, use, copy or allow access to Disclosing Party's Confidential Information to any third parties without the Disclosing Party's prior written consent. Notwithstanding the foregoing, Receiving Party may disclose Disclosing Party's Confidential Information to its directors, officers, employees, consultants and agents ("Representatives"), Affiliates and their respective Representatives who (i) have a need to know, for the purpose of this Agreement; and (ii) agree to protect Disclosing Party's Confidential Information from unauthorized use and disclosure. Receiving Party will take appropriate actions by instruction, agreement or otherwise, with their respective Representatives who are permitted access to Disclosing Party's Confidential Information or any part thereof in accordance with this Agreement, to inform them of this Agreement and to obtain their compliance with the terms expressed herein.
- (c) Confidential Information may be disclosed in response to a subpoena or other validly issued administrative or judicial process requesting Confidential Information belonging to Disclosing Party, provided that the Receiving Party shall promptly notify Disclosing Party in writing of such receipt prior to such disclosure in order to provide Disclosing Party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information. Receiving Party shall, thereafter, be entitled to comply with such subpoena or other process to the extent required by law.
- (d) All Confidential Information disclosed under this Agreement (including information held in electronic storage media) shall be and remain the property of Disclosing Party.

- (e) At CME's request, Consultant shall require its employees to execute an acknowledgment of their confidentiality obligations while performing services to CME.
- 6. <u>Publicity: Use of Marks.</u> Consultant and its employees and agents shall not at any time use CME's, or its Affiliates', name or any trademark or trade name of CME or its Affiliates in any advertising or publicity without the prior written consent of CME. The CME hereby preauthorizes and provides consent for the Consultant or its employees to use the trade name of the CME for "resume purposes" in seeking future work or employment.

7. Warranties.

THE GOODS OR SERVICES UNDER THIS AGREEMENT ARE PROVIDED AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS; INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Liability

- (a) Indemnification. Both parties shall indemnify, defend, and hold harmless the other party, its Affiliates, and the directors, officers, partners, employees, sub-consultants, shareholders, agents, and representatives from and against any and all claims, demands, and actions, and any liabilities, damages, costs, expenses, or settlement amounts, including court costs and reasonable attorney fees, ("Damages") arising out of the Agreement or relating to the services performed by the Consultant under the Agreement. Unless otherwise mutually later agreed, both parties' obligations under this Section 8(a) shall survive any termination or expiration of this Agreement. Either party will give the other party prompt notice of any such claim, demand, or action and, to the extent either party is not adversely affected, shall cooperate fully with the other party in the defense and settlement thereof at the expense of the party.
- (b) Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EXCEPT FOR A BREACH BY EITHER PARTY OF SECTION 5 (CONFIDENTIAL INFORMATION), OR THOSE DAMAGES FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS, PUNITIVE DAMAGES, WHETHER FORESEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT AND ANY STATEMENT OF WORK.
- (c) EXCEPT FOR A BREACH BY EITHER PARTY OF SECTION 5 (CONFIDENTIAL INFORMATION), OR THOSE DAMAGES FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY IN SECTION 8(a), The total liability of either party and their officers, directors, partners, employees, sub-consultants, shareholders, agents, representatives, and their Affiliates under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid or payable to Consultant by CME under this Agreement.
- Solicitation of Employees. Consultant agrees not to solicit or employ in any capacity any of CME's
 or its Affiliates' employees who have been involved with an ERS, during the term of and for a
 period of 1 year after termination of work under that ERS.

Unless authorized by the Consultant, CME and its Affiliates agrees not to solicit for employment or employ in any capacity any of the Consultant's employees who have provided services in connection with an ERS for a period of ninety (90) days from the start date as defined in the approved ERS. Subsequently CME or its Affiliates may solicit, with the written pre-approved consent of Consultant, for employment or employ in any capacity any of the Consultant's employees who have provided services in connection with an ERS. The Consultant pre-

authorizes the CME to solicit for employment its President and Founder, David Lariviere. Unless waived by the Consultant, the fee paid by CME to Consultant for such an employee hired by CME or its Affiliates will be in accordance with the following schedule as a percentage of the employee's annual base salary offered by CME or its Affiliates:

Calendar Days from Start Date as defined in ERS	Fee Paid to Consultant
90 – 120	20%
121-180	10%
181+	0%

If an employee or agent of Consultant who has provided services to CME or its Affiliates hereunder terminates his employment or retention with Consultant and is subsequently employed or retained by another consulting firm, then CME or its Affiliates may retain such individual through such other consulting firm and CME nor its Affiliates shall have no further obligation to Consultant. In the event of any conflict or inconsistency between this Section 10(c) and any provision(s) of a separate agreement executed by Consultant and such employee or agent, with respect to CME and its Affiliates, the provisions of this Agreement shall govern.

10. Miscellaneous

- (a) Affiliates. "Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with a party. Control means the ownership or control, directly or indirectly, of fifty percent (50%) or more of all of the voting shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.
- (b) Entire Agreement. This Agreement and all ERS' associated herewith contain the entire understanding between the parties relating to this matter, and supersede all other oral and written agreements or understandings therefor. No modification, addition, waiver or cancellation of any provision shall be valid except by a writing signed by both parties hereto. In the event of a conflict between this Agreement and any ERS, such ERS (including any addendum or supplement which the parties mutually agree, in such ERS, to attach thereto) shall govern.
- (c) <u>Assignment.</u> Neither party shall assign, transfer, or subcontract this Agreement or any of its obligations without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may freely assign this Agreement or delegate its obligations hereunder to any entity affiliated with the party including, without limitation, the party's parent, subsidiary, or partner in any joint venture or to any person or entity who succeeds to substantially all of party's assets or business by merger or purchase.
- (d) Governing Law. This Agreement is governed and shall be construed in accordance with the laws of Illinois, without regard to its choice of law provisions. The parties hereto consent and submit to the jurisdiction and venue of the State and Federal Courts located in Cook County, Illinois.
- (e) No Waiver. The failure of either party to act on a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- (f) <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, which shall remain in full force and effect.
- (9) <u>Successors</u> Except as otherwise provided herein, this Agreement inures to the benefit of and shall be binding upon Consultant and CME and their respective successors.

- (h) Notices. Any notice required or permitted to be given shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to the applicable address specified on the first page hereof.
- Survival Upon termination of this Agreement, the following provisions shall survive: Sections 2 (Term and Termination), 3 (Compensation, Expenses and Payments), 4 (Rights in Data), 5 (Confidential Information)(for the term set forth therein), 8 (Liability), and 10 (Miscellaneous).
- (i) <u>Cooperation</u>. Consultant agrees to cooperate with CME in the exchange of information necessary to comply with any reporting or disclosure requirements applicable to Consultant's employees and/or the services Consultant's employees are providing to CME.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed, effective as of the date first set forth above. A facsimile copy or photocopy of this fully-executed Agreement shall be deemed as binding as if it were the original.

Haftware Corporation	CHICAGO MERCANTILE EXCHANGE INC.
By Carial Larivine	ву:
Print Name: <u>David Lariviere</u>	Print Name: <u>Ari Stockyto</u> w
Title: President	Title: MD 1/4than Development
Date: 2014/09/24	Data: 2014/09/24

Annex A
Code of Conduct

CME Group Code of Conduct.pdf

RECORDED: 04/13/2020