

NYMEX Viewing and Usage Agreement

THE TERMS OF AGREEMENT SET FORTH BELOW ARE THE TERMS UNDER WHICH NEW YORK MERCANTILE EXCHANGE, INC. ("NYMEX") PERMITS ACCESS TO VIEWING, ON THE WEBSITE OF CONSTELLATION ENERGY AND AFFILIATES ("HOST"), NYMEX MARKET DATA AS DEFINED BELOW. IF YOU, AS VIEWER, AGREE TO THE TERMS SET FORTH BELOW, AND INDICATE YOUR AGREEMENT IN THE MANNER REQUIRED BELOW, YOU WILL BE GIVEN ACCESS TO VIEWING NYMEX MARKET DATA ON THE WEBSITE OF HOST. IF YOU DO NOT INDICATE YOUR AGREEMENT BELOW, YOU WILL NOT BE GIVEN ACCESS ON THIS WEBSITE TO NYMEX MARKET DATA. THIS PAGE MAY BE PRINTED SO THAT YOU CAN RETAIN A HARD COPY OF IT. 1. For purposes of this Agreement, the term "NYMEX Market Data" means information and data pertaining to futures contracts and options contracts of NYMEX and Commodity Exchange, Inc. ("COMEX"), whether traded in the respective, open outcry exchanges operated by NYMEX and COMEX or traded electronically, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, bid and ask prices, last sales prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by NYMEX, may include information respecting exchange-for-physical (EFP) or against actual (AA) transactions. With respect to the viewer's obligations under this Agreement, NYMEX Market Data also includes all information, data and materials that are derived from the foregoing and that convey information to viewer that is substantially equivalent to NYMEX Market Data. 2. Viewer acknowledges and agrees that NYMEX has exclusive and valuable property rights in and to NYMEX Market Data, that NYMEX Market Data constitutes valuable confidential information, trade secrets, and/or proprietary rights of NYMEX, not within the public domain, and that, but for this Agreement, the viewer would have no rights or access to NYMEX Market Data. 3. Viewer agrees that he or she may not use, disseminate, or copy any of the NYMEX Market Data other than as expressly permitted in this Agreement. Viewer may use NYMEX Market Data only for viewer's (a) trading, for viewer's own account or for the account of viewer's customers, of commodity futures contracts, options on commodity futures contracts, or similar instruments, or (b) evaluating, for viewer's own internal business decisions or advice to viewer's customers, the movements or trends in markets for commodity futures contracts, options on commodity futures contracts, or like instruments, subject to all of the limitations set forth below in this paragraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of NYMEX Market Data. Viewer also agrees that he or she will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, NYMEX Market Data, in any format, to any other person, except that viewer may, in the regular course of his or her business, occasionally furnish, to each of viewer's customers, in a quantity restricted to that necessary to enable viewer to conduct viewer's business, a de minimis number of segments of NYMEX Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of viewer (a) on his or her own behalf or (b) on behalf of his or her customers. 4. Viewer covenants, represents and warrants that it is not engaged in the business of distributing NYMEX Market Data. Viewer agrees that it will not use or permit any other person to use NYMEX Market Data for any illegal purpose. Viewer agrees that it will not use NYMEX Market Data in any way to compete with NYMEX or Host, nor use NYMEX Market Data in any way so as to assist or allow a third party to compete with NYMEX or Host. 5. DISCLAIMER OF WARRANTIES. VIEWER AGREES THAT NEITHER NYMEX NOR COMEX MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO NYMEX MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE. 6. Viewer agrees that neither NYMEX, nor any of its affiliates, nor COMEX, nor any of their respective members, directors, officers, employees or agents, guarantees the sequence, accuracy or completeness of NYMEX Market Data, nor shall any of them be liable to viewer, any other individual, or any entity for any delays, inaccuracies, errors or omissions in NYMEX Market Data, or in the transmission thereof, or for any other damages arising in connection with viewer's receipt or use of NYMEX Market Data.