

## XE DATAFEED LICENSE AGREEMENT

This License Agreement (the "Agreement") is a legal agreement between you ("You" or "Your") and XE.COM INC. ("XE") and sets forth the terms and conditions by which XE will provide You electronically with use of and access to the XE Datafeed (the "XE Datafeed"), consisting of any and all: any applicable foreign currency data and information feeds, media, software, documentation, printed materials, and/or electronic documentation (the "Raw Currency Data"); any usage of the Raw Currency Data to manipulate or perform calculations involving other independently variable numerical factors or data besides the Raw Currency Data (the "Currency Calculations"); all usage of the Raw Currency Data to provide currency rate data exclusively to humans ("Human Reference"); and/or, any and all software, data, and/or documents supplied by XE or its licensees to facilitate use of the XE Datafeed (the "Other Data"); (the Raw Currency Data and Other Data are collectively referred to as the "XE Data").

**By signing this Agreement and/or installing, copying, accessing, or otherwise using the XE Datafeed, You acknowledge that You: (i) have read all of the terms and conditions of this Agreement; (ii) agree to be bound by the terms and conditions of this Agreement; (iii) agree to check the XE Datafeed pages located at "<http://www.xe.com/dfs/>" from time to time for any updates or amendments to the terms and conditions of this Agreement; and, (iv) have the power and authority to enter into this Agreement. If You do not acknowledge the above, You may not access or use the XE Datafeed. If You are dissatisfied with the terms, conditions, rules, policies, guidelines, or practices of XE, this Agreement, or XE's "Terms of Use", Your sole and exclusive remedy is to discontinue accessing or otherwise using the XE Datafeed.**

### ARTICLE 1 - SCOPE OF LICENSE

**1.1 License for use of the XE Datafeed.** Upon receipt of payment of the Initial License Fee or Renewal License Fee (as hereinafter defined), as applicable, XE hereby grants to You, a non-transferable, non-exclusive, revocable limited right to use the XE Data strictly for the purposes of Human Reference and/or generating Currency Calculations (the "XE Datafeed License"), subject to: (i) Your compliance with the terms of this Agreement; and, (ii) You agreeing to make all users of Your goods and services (collectively, the "End Users") aware of XE's end user terms of use (the "End User Terms of Use") at any and all times that an End User performs Human Reference and/or Currency Calculations, by either: (a) including, as a component of the terms and conditions governing use of Your website and/or service(s), a provision requiring End Users to comply with the End User Terms of Use, along with either a hyperlink to the End User Terms of Use at "<http://www.xe.com/legal/dfs.php>" or the full text of the End User Terms of Use as may be amended by XE from time to time; or, (b) providing a hyperlink to the End User Terms of Use at "<http://www.xe.com/legal/dfs.php>" using a conspicuous notice stating "XE Terms of Use".

**1.2 Number of Users for Each XE Datafeed License.** Each XE Datafeed License granted by XE to You permits You to individually download Raw Currency Data directly from XE onto a single computer (the "Licensed Computer") and to use XE Data to provide Human Reference and/or perform Currency Calculations on the Licensed Computer. Raw Currency Data may not be downloaded to or used on more computers than that number of Licensed Computers for which You have purchased and been granted a XE Datafeed License as specified in Section 9.1 below. You may also download or transfer the Raw Currency Data to one or more additional computers (the "Backup Computer(s)") as specified in Section 9.1 below for the purposes of backup and/or disaster recovery (the "Backup Data"), provided such Backup Computer(s) are only accessible to End Users in the event that one or more of Your Licensed Computers is inaccessible to End Users. **For clarity, and without limiting the foregoing, the XE Datafeed license permits You to directly provide End Users with Raw Currency Data for Human Reference and/or to directly generate Currency Calculations for Your End Users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of any Raw Currency Data to any type of computer, storage unit, or device. You may not redistribute Raw Currency Data for downstream use by Your End Users or any other parties, and You may not use the XE Data for any purpose other than providing Human Reference and/or generating Currency Calculations.**

### ARTICLE 2 - USE OF LICENSE

**2.1 Authorized Use of XE Datafeed by End Users.** The XE Datafeed shall only be used for Your own business purposes, which may include providing End Users with currency rates for Human Reference and/or to generate Currency Calculations for Your End Users, subject to all Your End Users: (i) being made aware by You of the End User Terms of Use pursuant to provisions of Section 1.1 of this Agreement; and (ii) being made aware by You that XE is the source of the XE Data through Your inclusion of a conspicuous clickable hyperlink to XE's website at "<http://www.xe.com/>" using at least one (1) of the following wordings: (a) "Exchange Rates under license from XE"; (b) "Rates: XE"; (c) "Source: XE"; or, (d) any other notice for which You have received prior written consent for usage from XE.

**2.2 Restrictions.** You shall not (except as is specifically authorized pursuant to this Agreement): (i) reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell, or in any other manner exploit the XE Datafeed; (ii) make access to the Raw Currency Data or the XE Datafeed (except Currency Calculations) available to unauthorized parties, or otherwise post or distribute the Raw Currency Data in any public forum including, but not limited to, print, newsletters, radio, television, or internet; (iii) remove, obscure, or alter any required notice or any notice of XE's intellectual property rights present on or in the XE Datafeed, including, but not limited to, copyright, trademark and/or patent notices; (iv) disassemble, translate, reverse engineer or otherwise decompile the XE Data, XE Datafeed, or Currency Calculations; (v) knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of XE in the XE Datafeed and/or the XE Data; (vi) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of XE in the XE Datafeed and/or the XE Data, or assist any party to do so; (vii) through Your use of the XE Datafeed, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of XE; (viii) claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to XE's trademarks, or assist any other party to do so; (ix) use, store, or access any Raw Currency Data or the XE Datafeed after the termination of this Agreement; or, (x) use or permit others to use, market, distribute, or export Raw Currency Data or the XE Datafeed, except for Human Reference Currency Calculations.

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

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

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

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**ARTICLE 3 - TERM**

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

**3.2 XE's Right of Termination.** XE may at any time, without prejudice to its other rights or remedies, immediately terminate this Agreement and/or suspend access to the XE Datafeed in the event that You and/or any End Users fail to comply with any of the terms and conditions of this Agreement or the End User Terms of Use, as applicable.

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

**3.4 Termination Upon Assignment.** This Agreement shall terminate immediately, without notice, should You assign any of Your rights hereunder without XE's prior written consent.

**3.5 Your Obligations Upon Termination.** Upon termination or expiration of this Agreement, however caused, You shall immediately: (i) cease accessing the XE Datafeed; (ii) destroy all archived Raw Currency Data and any Backup Data, and provide written notice to XE certifying that this has occurred; and, (iii) cease linking and directing End Users to XE in connection with this Agreement.

**ARTICLE 4 - LICENSE FEE**

**4.1 Initial License Fee.** You shall pay XE a non-refundable (except as expressly provided herein) license fee for the Initial Term for each XE Datafeed License (the "Initial License Fee") as specified in Section 9.1 below. The Initial License Fee is exclusive of all applicable Canadian sales taxes. You are required to pay, in addition to the License Fee, all applicable goods and services tax ("GST") and harmonized sales tax ("HST") imposed under Part IX of the *Excise Tax Act* (Canada), all applicable duties and/or foreign import surcharges, if applicable, as they are not included in the Initial License Fee or Renewal License Fee (as hereinafter defined). The Initial License Fee shall be due and payable in full upon execution of this Agreement. Overdue amounts shall bear interest at a rate of two (2%) percent per month (equivalent to twenty-four (24%) percent per annum) or the highest rate allowed by law, whichever is lower. The Initial License Fee will be reduced on a pro-rated basis (if necessary) to synchronize Your billing to the first day of the calendar month of the Initial Term.

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

**4.3 License Fee Acknowledgment.** You acknowledge and agree that: (i) except as provided for in Sections 5.4 and 6.4 below, the Initial License Fee and any Renewal License Fee are completely non-refundable and shall be deemed to be fully earned by XE on the date the Initial License Fee or any Renewal License Fee is paid; and, (ii) access to the XE Datafeed will not be granted until such time as the entire annual non-refundable Initial License Fee (or Renewal License Fee, as applicable) and any outstanding interest (if applicable) is paid in full. In the event that any payment presented by You to XE is returned or dishonored, You agree to pay XE an administration charge of US \$50 for each dishonored or returned payment.

**ARTICLE 5 - SERVICES AND DATA**

**5.1 Access to XE Datafeed.** XE will provide over the Internet an interface to the XE Datafeed for each Licensed Computer with Raw Currency Data updated once per period ("Update Period") as specified in Section 9.1 below. Each Licensed Computer may download the Raw Currency Data through this interface once per Period. XE may, at its sole discretion, provide You with a limited number of additional 'grace' accesses for development purposes or to compensate for technical difficulties. Due to the inherent defects and delays with electronic distribution, there may be delays or omissions in the XE Datafeed.

**5.2 Responsibility for Software and Hardware.** You shall be solely responsible for providing, maintaining, and ensuring the compatibility of Your software and hardware in order to ensure access to the XE Datafeed, including but not limited to telecommunication and internet connections, ISP, web browsers, and/or other equipment and software required to access and use the XE Datafeed.

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

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

**5.5 Right to Change Content or Format.** You acknowledge that XE may from time to time, and in its sole discretion, change the content or format of the XE Datafeed. XE shall strive to provide reasonable advance notification of such changes; however, from time to time changes sudden changes in currency names, codes, and/or values occur in financial markets, and since XE strives to accurately reflect these changes, significant advance notice is not always possible.

## ARTICLE 6 - PROPRIETARY RIGHTS

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

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

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

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

## ARTICLE 7 - DISCLAIMER OF WARRANTIES AND LIABILITIES

**7.1 Provided in Good Faith.** The XE Datafeed is provided by XE in good faith and although XE endeavors to ensure that the XE Datafeed and XE Data are accurate and obtained from sources believed to be reliable, XE does not guarantee or warrant: (i) the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of the XE Datafeed or XE Data; or (ii) that the XE Datafeed or XE Data is free from errors or other material defects.

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

**7.3 IMPORTANT DISCLAIMER.** The XE Datafeed and XE Data are provided "as is" and "as available", without any warranty of any kind and XE, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of the rights of third parties. In no event shall XE be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall XE's aggregate liability hereunder, whether arising in contract, tort, strict liability, or otherwise, exceed the amount of fees (consisting of the Initial License Fee and any applicable Renewal License Fee) paid by You annually hereunder for the license of XE Datafeed.

**7.4 IMPORTANT DISCLAIMER.** You acknowledge that XE is not, and is not affiliated with, a financial institution or financial data feed provider, but obtains its financial data (including, but not limited to, Raw Currency Data and Other Data) from a variety of sources. You further acknowledge that financial data often differs between financial institutions and between geographic jurisdictions (particularly for non-major and/or exotic currencies) and accordingly may vary from that provided by XE pursuant to this agreement. Although XE has used its commercially reasonable efforts to obtain the most accurate and timely financial data available from the aforementioned sources, XE makes no representations or warranties as to accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing or completeness of the XE Datafeed or XE Data.

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

**7.6 IMPORTANT DISCLAIMER.** Except as expressly set forth in this agreement, neither XE, nor any of its affiliates, nor any of their data providers involved in supplying, developing, operating, or managing the XE Datafeed shall be liable to You or to any End Users in any manner whatsoever for any inaccuracies, errors, or omissions, regardless of cause, in the XE Datafeed and/or the XE Data or for any damages resulting therefrom regardless of cause.

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

**7.8 Indemnification.** You shall indemnify, defend, and save harmless XE, its affiliates and subsidiaries, and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from any loss, damage, liability or expense (including reasonable attorneys' fees, accountants' fees and other legal expenses) which they may become subject to arising out of: (i) any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the XE Datafeed; and/or, (ii) any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

## ARTICLE 8 - GENERAL

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

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

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

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

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

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

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

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

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

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

**8.11 Survival of Certain Provisions.** In the event that this Agreement expires or is terminated for any reason, by either XE or You, the provisions of Sections 2.2, 2.3, 3.4, 3.5, 6.1, 6.2, and 6.3, and Articles 7 and 8 of this Agreement shall survive indefinitely.

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

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

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

**ARTICLE 10 - SERVICE SUMMARY**

**10.1 Details of Service.** You acknowledge and agree that the details of Your use of the XE Datafeed shall be as follows:

Update Period .....Daily (1 day)  
Number of Licensed Computers ..... One (1)  
Number Backup Computer(s) ..... One (1)  
License Fee..... US\$ 540.00 per year plus GST/HST if applicable

More frequent updates and volume licenses are also available. E-mail "dfs@xe.com" for more information.

**IMPORTANT: THE PRECEDING TERMS AND CONDITIONS SET OUT YOUR LEGAL OBLIGATIONS. PLEASE READ THEM CAREFULLY.**

**I have read and understand the terms of this agreement and have indicated my understanding and agreement by signing below.**

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement on the dates below written.

\_\_\_\_\_  
*Your printed name*

**XE.COM INC.**

\_\_\_\_\_  
*Your signature*

\_\_\_\_\_  
*XE representative signature*

\_\_\_\_\_  
*Date on which You are signing*

\_\_\_\_\_  
*Date on which XE is signing*

**If signing on behalf of a company, please complete the following section. If not, please leave it blank.**

\_\_\_\_\_  
*XE representative printed name*

I have authority to bind the company below.

I have authority to bind the company.

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*XE representative title*

\_\_\_\_\_  
*Title*

**XE DATAFEED ACTIVATION CHECKLIST**

- 1. **Sign and date the Agreement on page 4**.....
- 2. **Complete the information below. Be sure to indicate how you want to pay** .....
- 3. **Send us page 4 and 5** .....

**By e-mail:** dfs@xe.com **By fax:** +1 416 214-5607

**By mail or courier:** Licensing Department, XE, 1145 Nicholson Road, Suite 200, Newmarket, Ontario, L3Y 9C3, Canada

**CONTACT INFORMATION**

Please print clearly

**Main contact name:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

**Billing address:** \_\_\_\_\_

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

*If applicable*

**PAYMENT OPTIONS**

- Payment Option 1: We e-mail an invoice to your main contact above, and payment is made by check.**
- Payment Option 2: We bill a credit card now and send a receipt by e-mail. (Fastest)**

*To use this option, please complete the form below. Please print clearly.*

Credit Card Type:  Visa  MasterCard  American Express

Credit Card Number: \_\_\_\_\_

Card Expiry Date: Month: \_\_\_\_\_ Year: \_\_\_\_\_

CVV Number: \_\_\_\_\_

*Visa and MasterCard: The last 3 digits on the back of the card.*

*American Express: The 4 digits above the main number on the front of card.*

Exact Name on Card: \_\_\_\_\_

Cardholder Address: \_\_\_\_\_

City, State, Country: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_

Cardholder E-Mail: \_\_\_\_\_

*The issuer of the card identified above is authorized to pay, for the Initial Term or any Renewal Term of the attached Agreement, the amounts specified in the Agreement upon proper presentation. The undersigned promises to pay in full such payment (together with any charges due thereon) to the card issuer subject to and in accordance with the agreement governing the use of such card.*

Cardholder Signature: \_\_\_\_\_