

**XCORE LICENSE AGREEMENT**

This Agreement is made today, <insert date>, 2024

BETWEEN

- (1) **PrimeXM DMCC**, incorporated in UAE with commercial registration number DMCC36862, having its registered Office 2704, Fortune Tower, Cluster C, JLT, Dubai, UAE, ("**PrimeXM**"); and
- (2) <Insert Client Name> incorporated in <Insert Country> with registration number <Insert Country> having its registered office at <Insert Registered Office Address> ("**Client**").

The parties hereby agree that PrimeXM will licence the Software (as defined below) to the Client and provide Support of the Software pursuant the XCore License Terms and Conditions and the XCore Service Level Agreement which form an integral part of this XCore License Agreement and all of them together will be referred as the "**Agreement between the Parties**".

	Details
<b>XCore Software</b>	The XCore Software is a hosted and managed solution consisting of a liquidity aggregation, order routing and execution engine, which facilitates connectivity between the Client, the Client’s customers, and Liquidity Providers (" <b>Makers</b> ") via Financial Information Exchange (" <b>FIX</b> ") or custom protocols to any platform. Client receives the right to access the XCore Software through a license, offered by PrimeXM under the present Software License Agreement. Access to the licensed XCore Software is achieved via a specifically designed graphical user interface, namely the PrimeXM Portal, accessible at <a href="https://portal.primexm.com">https://portal.primexm.com</a> and/or via purposely built Application Program Interfaces (" <b>APIs</b> "). An XCore Software instance refers to a copy of the XCore Software that is installed and used by a specific client, with each instance serving a unique purpose or used in a different location.
<b>Term</b>	Notwithstanding anything to the contrary in the XCore License Terms and Conditions, the initial term of this Agreement shall be monthly (" <b>Initial Term</b> "), commencing on the sign date of this agreement. The Agreement shall be renewed automatically (" <b>Renewal Term</b> ") unless either the party notifies of its intention not to renew with written notice, sixty (60) days prior to the original termination date or any extended termination date (" <b>Notice Period</b> ").
<b>Setup</b>	PrimeXM shall set up XCore Software instances for the Client, which includes providing access to each instance via the PrimeXM Portal. The Client shall have full control and responsibility for configuring and managing each instance of the Xcore Software via the Portal, while PrimeXM shall provide technical support and assistance as needed.
<b>Monthly Fees</b>	The monthly fees for the XCore Software are as set out on the pricing page on the PrimeXM website (the "PrimeXM Website"), accessible at <a href="http://www.primexm.com/xcore/pricing">www.primexm.com/xcore/pricing</a> . The Client acknowledges and agrees that it has reviewed and accepted the fees as set out on the pricing page, which are subject to change in accordance with the XCore License Terms and Conditions.
<b>Payment Terms</b>	The obligation of the Client to pay the Fees will be effected upon entering this Agreement and will be in accordance to clause 4 of the XCore License Terms and Conditions.  Further any revision to the Fees will occur as per clause 4 of the XCore License Terms and Conditions.
<b>Details for Service of Notice</b>	<u>PrimeXM</u> Address: <i>Office 2704, Fortune Tower, Cluster C, JLT, Dubai, UAE</i> Email address: <i>accounting@primexm.com</i>  <u>Client</u> Address: <i>&lt;Insert Registered Office Address&gt;</i> Email address: <i>&lt;Insert Notice Email&gt;</i>

The Client confirms that, in addition to this XCore License Agreement, it has read and understood:

- (a) XCore License Terms and Conditions for XCORE Software, found here: [www.primexm.com/legal](http://www.primexm.com/legal)
- (b) XCore Service Level Agreement for XCORE Software, found here: [www.primexm.com/legal](http://www.primexm.com/legal)

and by executing this XCore License Agreement agrees and accepts to abide by the terms and conditions contained therein, as above in (a) and (b) is referred, inclusive of the present. Client further acknowledges that by executing this Agreement, PrimeXM has the right with 60 days' notice to Client, to effect changes to all of the documents that constitute the Agreement between the Parties.

**AGREED** by the parties through their duly authorised representatives on the date written above.

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**SIGNED BY:**  
for and on behalf of **PRIMEXM DMCC**

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**SIGNED BY:**  
for and on behalf of **<Insert Client Name>**