

OVERVIEW

Artificial Intelligence technologies have advanced rapidly in recent years and have potential to drive significant benefits including but not limited to enhanced productivity and creativity. However, AI technologies also present ethical, information security, privacy, intellectual property, operational challenges, and associated risks, and must be used responsibly. Nasdaq is committed to driving innovation while remaining committed to its values of ethical business as the trusted fabric of the global financial system.

Nasdaq reminds all users of Nasdaq Informationⁱ, including distributors, clients and recipients (“You”, “Your”) of their obligations to comply with the terms of the license governing access to Nasdaq Information (“Agreement”) and clarify the application of such obligations to use of Nasdaq Information with or on artificial intelligence (“Artificial Intelligence” or “AI”) ⁱⁱ technology and tools. Nasdaq contractual arrangements contain specific obligations for receipt, distribution and treatment of Nasdaq Information.

This Artificial Intelligence Policy (the “Policy”) is intended to clarify the expectations and responsibilities of You with respect to Nasdaq Information and does not supersede or replace any applicable terms in Your license agreement(s) with Nasdaq. For example, existing policies address improvements of licensed functionality, such as pre-trade analytics for non-display licenses, without changing the distribution of the Nasdaq Information. This Policy is considered part of Nasdaq’s policies that govern Your use of and access to Nasdaq Information along with all other applicable Nasdaq [data policies](#) (“Policies”), including adherence to [third party data license terms and conditions](#) where applicable.

You are responsible for procuring the required licenses to facilitate your desired use of and access to Nasdaq Information. Regardless of the method of access, you must adhere to applicable principles in your use of Nasdaq Information, which include:

- Limiting use to those expressly described in your Agreement(s);
- Not using the data in any way that would impair the integrity of the data or render it inaccurate, unfair, untrue, misleading;
- All recipients of Nasdaq Information must enter into appropriate contractual arrangements to receive or distribute Nasdaq Information, or be subject to a relevant exemption;
- Reporting usage in accordance with your Agreement for products with usage-based fees;
- Appropriately attributing sources when using or distributing Nasdaq information, including copyright.

OBLIGATIONS

Use of Artificial Intelligence with Nasdaq Information

The principles of use of Nasdaq Information above include use of Nasdaq Information in and with Artificial Intelligence. When assessing your proposed usage of Nasdaq Information, you must consider the following core areas: AI Model Training; Use of 3rd Party Tools; Operational Controls; Licensing and Use of Nasdaq Information.

1. AI Model Training.

Any use of or access to Nasdaq Information including for training of AI models must strictly adhere to the terms of the license governing access to such Nasdaq Information, including maintaining appropriate licenses with redistributors and service facilitators. This includes any use that would subject the data to the following environments outside the license. Granting access to Nasdaq Information in an open-sourceⁱⁱⁱ AI model is prohibited, unless otherwise agreed to by Nasdaq in writing, as is exposure of data where the risk level of the AI model is prohibited by applicable law.^{iv}

Dissemination of Nasdaq Information, including when used in large language models (LLM), retrieval-augmented generation (RAG), or other AI functionality, must be controlled through a technical entitlement system that can be interrogated for audit and compliance purposes.

All models trained on Nasdaq Information may be fee-liable and require You to obtain additional licenses.

Failure to control access will cause You to be fee liable for all Information on the network.

Termination of Your license rights to Nasdaq Information pursuant to your Agreement includes termination of any rights to recordkeeping or storage of Nasdaq Information in AI models, unless explicitly agreed otherwise. Unless otherwise agreed to by Nasdaq, upon termination of the Agreement You must purge or delete any Nasdaq Information stored on AI Models during the term of Your agreement.

2. Use of Third Party AI tools.

When using a third party AI tool, recipients must make sure they have the appropriate permission or license to use Nasdaq Information in the AI tool for that use case. Historically, third party software-as-a-service or other tools have traditionally been distinguishable from AI tools in the manner in which they collect, store, or continue to access Nasdaq Information.

Use of a third party's AI tool that has access to or uses Nasdaq Information remains subject to the terms of the applicable license and must be consistent with the controls referenced herein. Third party providers of AI tools with access to Nasdaq Information in this manner may be required to obtain a license for use of such Nasdaq Information directly from Nasdaq.

Distribution of any derivative work, including but not limited to Derived Data (as defined below) or Nasdaq Information that has been combined, commingled, aggregated, merged or otherwise amalgamated with other data, content or information, is strictly prohibited without

first entering into an appropriate license agreement with Nasdaq and may require prior approval.

3. Operational Controls.

Recipients of Nasdaq Information must ensure they have implemented adequate controls to adhere to the terms of their license to Nasdaq Information, including in connection with any use of Artificial Intelligence. These controls must be maintained at each downstream access point where the Information may be accessed.

Appropriate controls may include:

- Adequately monitoring access to Nasdaq Information, including Derived Data (as defined below) where applicable, regardless of the tool used to facilitate access;
- Accounting for all recipients that have been entitled to access or receive Nasdaq Information;
- Providing accurate historical audit trail information to Nasdaq where required pursuant to your Agreement;
- Generating required audit trail reports to Nasdaq, showing software-controlled entitlements (not administrative reports), including activations and deactivations;
- Preventing the creation of information generated in whole or in part from the Nasdaq Information such that the information generated cannot be reverse engineered to recreate the Nasdaq Information, or be used to create other data that is recognizable as a reasonable substitute (“Derived Data”) or new original works without an appropriate license from Nasdaq;
- Preventing, or identifying and counting, simultaneous entitlement or access to Nasdaq Information by the same unique ID and password combination.

4. Licensing and Use of Nasdaq Information.

An appropriate license is always required for use of, distribution, and access to Nasdaq Information. Nasdaq must be notified of unauthorized use of Nasdaq Information. You must take reasonable steps including but not limited implementing applicable operational controls described above to prevent unauthorized redistribution of Nasdaq Information.

DOCUMENT UPDATES: OVERVIEW

Document updates provide insight into changes of data policies. Major policy updates will be identified by a new release # (currently 1.0). Minor technical updates will be identified by version (e.g. X.1).

February 5, 2025: Version 1.0

- Initial Policy Version.

ENDNOTES

ⁱ For purposes of this Policy, “Nasdaq Information” shall mean certain data and other data disseminated that has been collected, validated, processed and recorded by any system Nasdaq has developed for the creation and/or dissemination of such data or other sources made available for transmission to and receipt from either a redistributor or from Nasdaq relating to: (i) eligible securities or other financial instruments, markets, products, vehicles, indicators or devices; (ii) persons regulated by, or activities of Nasdaq; (iii) information, data and services offered by Nasdaq from other sources; or (iv) other information and data from Nasdaq licensed pursuant to the terms of applicable agreement(s).

ⁱⁱ As used in this Advisory Notice, “Artificial Intelligence”, or “AI”, refers to technology for which the system of rules is inferred from a set of data observations, and which can autonomously update itself to improve its performance, including “Generative AI”, i.e., AI technology that uses learning algorithms to generate new content in response to prompts from a user, and large language models.

ⁱⁱⁱ An open source AI model is an AI system that is made available under an open source license, which allows anyone to use, study, modify, and distribute it. Open source AI models are built on the principles of open source software, which encourages collaboration and sharing of the software’s original source code.

^{iv} For example, See [Regulation EU 2024/1689](#) (EU AI Act), Article 5: Prohibited AI Practices.