

## SCHEDULE C: MARKET DATA

Subject to this Schedule, we may distribute to you the market data you select. To order this Service, you may either request this Service to be incorporated into your Fee Schedule or submit to us a relevant Service Order Form (available from your relationship manager). No Service Order Form shall become binding unless confirmed to you as accepted by us.

### 1. Definitions and Interpretation

1.1. In this Schedule:

**E-Facility** has the meaning given to it in Schedule B to these Terms.

**End-User** means you and where relevant, any and all your officers, directors and employees and any person authorised to act on your behalf, and the officers, directors and employees of such person.

**MD** means the market data we may from time to time supply to you subject to the terms of this Schedule.

**Third Party Provider** means third party licensors, vendors, service providers, subcontractors and sources that distribute to us MD and any associated content, data, material, information, connectivity, capability or service, for further dissemination to you.

**User Code** means unique identifiers and/or security devices or prescribed security procedures or any combination thereof, including without limitation, any digital certificate(s), secret keys, authentication codes, logins, and other secure access code (SMS, PUSH etc.), user name(s) password(s), credentials and/or access details that may be required to access or use MD.

### 2. General

2.1. Subject to the conditions and limitations set out in this Schedule and whatever additional obligations, conditions and limitations contained in your agreement(s), if any, with Third Party Provider(s), we grant to you at your request, a limited, non-exclusive, non-transferable and revocable right to use MD that we may from time to time supply to you through E-Facility or otherwise.

2.2. You agree that MD may be used solely by you or your End-Users on your behalf. You may use MD only for your personal use, or internal business use, as may be applicable, and to the extent, such use relates to the Services provided under these Terms.

2.3. You acknowledge and agree that Third Party Provider(s) own all intellectual property rights or any other exclusive proprietary rights in MD or in anything copied or downloaded from the use thereof. Except as expressly stated herein, neither we nor any Third Party Provider grant you any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of MD.

2.4. You acknowledge that we, as well as, Third Party Provider(s) may change or modify at any time, with as much prior notice to you as is reasonably practicable the content, format or nature of MD and the means of access to MD.

2.5. You undertake to use reasonable endeavours to notify us without delay of defects or faults arising in MD. We shall use commercially reasonable endeavours to make MD available at all times during business hours and relevant markets trading sessions except for scheduled or emergency maintenance notified to you by us as soon as reasonably feasible.

- 2.6. You agree to permit (subject to reasonable confidentiality restrictions and upon reasonable notice) us and any relevant Third Party Provider or appropriate regulator to inspect any equipment, connections and the distribution networks used by you in connection with MD.
- 2.7. All Service Order Forms once executed by you and accepted by us, shall constitute an integral part of this Schedule.
- 2.8. Upon termination of the use of MD, all licences granted in respect thereto shall immediately and automatically terminate without further notice.
- 2.9. You acknowledge and agree that damages may not be an adequate remedy for breach of the obligations set out in this Schedule and that nothing herein is intended to limit our right to seek alternative remedies, including an injunction or other equitable remedy.

### 3. Use

- 3.1. You shall not (and shall not permit any End-User or third party to):
- (a) except as may be allowed by any Applicable Regulation which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Schedule, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MD in any form or media or by any means;
  - (b) access all or any part of MD in order to build a product or service which competes with MD;
  - (c) use MD for commercialisation or for provision to third parties;
  - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, furnish or otherwise commercially exploit, or otherwise permit or provide access to MD to any person or to any other office or place or make MD available to any third party or at any other office or place except you or your authorised End-Users at their specified devices of any kind, or attempt to obtain, or assist third parties in obtaining, access to MD, other than as provided under this Schedule;
  - (e) delete, remove or modify any author attributions, disclaimer, copyright, trademark or other legal notices or proprietary designations or labels; or
  - (f) use MD for any illegal purpose or otherwise contrary to any Applicable Regulation and shall comply with all Applicable Regulations with respect to your activities under this Schedule.
- 3.2. You agree that provision of, access to or use of MD under this Schedule may at any time require or become conditional upon you:
- (a) entering into direct agreements with Third Party Provider(s);
  - (b) agreeing on additional terms with such Third Party Provider(s); or
  - (c) signing any comfort letter, honesty statement or otherwise making any necessary statement to such Third Party Provider(s).
- 3.3. You shall and shall ensure that your End-Users shall, at all times fully comply with all of the agreements, requirements and restrictions of ours and the applicable Third Party Provider(s) relating to MD and the use, access, distribution and consumption thereof, and all Applicable Regulations. In order to ensure compliance with contractual restrictions and obligations, you shall promptly respond to any and all requests for information from us or the Third Party Provider(s) and shall cooperate with other measures we may take in good faith to fulfil our obligations to the Third Party Provider(s). If you become aware of any unauthorised use, access to, storage or redistribution of any MD, you shall immediately notify us in writing.

**3.4.** You undertake to ensure that your network and systems comply with the relevant specifications provided by us from time to time and shall be solely responsible for procuring and maintaining network connections and telecommunications links from your system to E-Facility or other MD feeder, and all problems, conditions, delays, delivery failures and Loss (as defined in the General Terms) arising out of or in connection with your network connections or telecommunications links. You shall ensure that you promptly comply with any minimum hardware configuration requirements specified by us for the purpose of establishing connectivity between your system and E-Facility or any other MD feeder.

**3.5.** You acknowledge that we control both the entitlements and the display of MD and agree that we may, in our sole discretion and with or without notice, restrict, suspend, limit, cancel or terminate your right to use MD if required to do so by a Third Party Provider, appropriate regulator or other competent authority, court or tribunal or otherwise to comply with the requirements of Applicable Regulations.

#### **4. Security Procedures**

**4.1.** You shall use all reasonable endeavours and precautions to prevent any unauthorised access to, or non-permitted use of, MD. In the event of any such unauthorised access or non-permitted use, you shall promptly notify us and take all reasonable steps to enforce compliance herewith, and to prevent further breach. If any unauthorised or non-permitted use is made of MD, we may restrict, suspend or otherwise limit, cancel or terminate the delivery of MD to you without prejudice to our other rights and remedies.

**4.2.** We or the applicable Third Party Provider may from time to time provide you with User Code(s). You undertake to keep your User Code(s) secure and not to share the User Code with any third party. If you pass your User Code(s) to third party or give third party access to your User Code(s), you will be responsible for use of MD by that third party.

**4.3.** You undertake to comply with accepted principles of data security and agree that:

- (a) you shall not, nor shall you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any prescribed security procedures;
- (b) you will take all necessary actions to preserve the confidentiality of User Codes;
- (c) you shall restrict access to the User Codes and MD to those persons who are duly authorised to have such access on your behalf;
- (d) you are responsible for ensuring that all information contained in any request for a User Code is complete and correct; and
- (e) you are responsible for all acts or omissions that occur under any User Code.

**4.4.** You shall notify us and, where applicable, the Third Party Provider immediately in writing in the event that you learn that:

- (a) any User Code is lost, stolen, or improperly disclosed to a third party;
- (b) the authority or employment, as applicable, of any End-User provided with a User Code has been or is about to be terminated (in which case you agree to promptly return to us any security device, if any, previously issued to such End-User);
- (c) the confidentiality of any User Code has been compromised in any way; or
- (d) you learn about a possible or actual unauthorised access to and/or use of any User Code.

## 5. Additional End-User Subscriptions

5.1. You may, from time to time ask for additional End-User subscriptions, provision of which may be subject to conclusion of relevant agreements, and we will grant access to MD to additional End-Users authorised by you in accordance with the provisions of these Terms.

5.2. If you wish to have other authorised End-Users with additional subscriptions, you shall request us in writing by filing a Service Order Form. We shall consider your request and should we agree, and subject to the authorised person signing relevant documentation with us, we will grant to such End-Users User Codes as requested and you shall pay to us the relevant fees for such additional End-User subscriptions as set out in the relevant Service Order Form. Where any additional End-User subscriptions is purchased part way through the standard billing term, such fees shall be pro-rated for the remainder of the term.

5.3. In relation to your End-Users, you undertake to us that:

- (a) you shall cause your End-Users to comply with this Schedule and shall be fully responsible for their acts and omissions;
- (b) you will ensure that your End-Users remain at all times familiar with the requirements of the applicable Third Party Provider and will have read and understood any specific additional compliance information in relation to access to and use of MD that we may provide to you from time to time;
- (c) the maximum number of your End-Users authorised to access and use MD shall not exceed the number of End-User subscriptions you have purchased from time to time;
- (d) you will ensure that unless otherwise agreed by us in writing, no User Code is used by more than one individual on a more than one computer terminal or other physical device or automated service and that no User Code can simultaneously log-on with multiple instances or to multiple devices;
- (e) each End-User shall keep User Code strictly confidential;
- (f) you will maintain a written, up to date list of current your End-Users and provide such list to us immediately upon request;
- (g) you will ensure that your End-Users provide us with any and all information and assistance necessary for us to comply with Applicable Regulation or to respond satisfactorily to any query or request from the applicable Third Party Provider in relation to your and your End-Users' access to or use of MD; and
- (h) you have the ability to immediately disable the electronic capabilities of any End-User or all access to MD and upon our request, you agree to immediately disable such capabilities or access.

## 6. Fees

6.1. You shall pay us for MD at the rates and for the periods set out in a Service Order Form and/or a Fee Schedule. You agree that we and/or the Third Party Provider may modify any applicable charges and fees at any time upon written notice to you.

6.2. You shall obtain and be responsible for the expenses, installation and maintenance of all necessary equipment, software, telecommunications and other services for you to access and use MD and to fulfil your obligations under or pursuant to this Schedule.

6.3. You understand that you may require additional licences and consents, and may be required to pay fees imposed by Third Party Provider(s) in relation to the use of MD. You agree that you will be

responsible for making all payments as may be required to Third Party Provider(s), unless we expressly agree in writing to make such payments on your behalf.

## **7. Limitation of Liability**

**7.1.** You acknowledge that you assume sole responsibility for results obtained from the use of MD, for conclusions drawn from and any outcomes of such use.

**7.2.** All warranties, representations, guarantees, conditions, covenants and all other terms of any kind whatsoever, whether express or implied (in law or in fact), oral or written, under statute or common law or from a course of dealing or usage of trade, that MD and/or the information obtained by you with MD will fit your particular purposes or meet your specific requirements or any merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, availability, latency, capacity, currency, absence of viruses or damaging or disabling code, any warranties or representations that MD or access to any portion of it will be uninterrupted or error-free or that defects therein will be correctable or corrected, are, to the fullest extent permitted by Applicable Regulation, excluded from this Schedule. MD is provided to you under this Schedule on 'as is' basis.

**7.3.** You understand that we will provide MD and access to MD using a number of systems and networks, including the Internet, to carry data. Data transmission on any electronic system or network may be subject to delay, interruption, interference, blackout, failure, malfunction and interception and you acknowledge that provision, access or use of MD may be subject to interruptions, suspensions, limitations, delays and other problems inherent in the use of such facilities. MD is being provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort regarding MD is with you and you agree that neither we nor any Third Party Provider will be responsible for any unavailability, interruptions, delays, incompleteness, inaccuracies delivery failures, or any Loss (as defined in the General Terms) resulting from any malfunction, delay, defect, error, fault, interruption, omission, mistake, inaccuracy, use or failure to use MD.

**7.4.** You acknowledge that MD may enable or assist you to access the content of third parties and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party content. We do not endorse or approve any third-party content made available with MD. You further acknowledge that any information in MD is not produced by us or by persons which are our affiliates. If MD includes any investment research or recommendations, we do not substantially alter any such recommendations (if any) within any investment research produced with MD.