

## SCHEDULE A: MARKET DATA

Subject to this Schedule, we may distribute to you the market data you select. To order this Service, you may either submit a Service Order Form (available from your relationship manager) or request this Service to be incorporated into your Fee Schedule. All Service Order Forms shall only become binding when accepted and agreed by us.

### 1. Service

**1.1.** Subject to you purchasing the user subscriptions in accordance with this Schedule, we hereby grant to you a non-exclusive, non-transferable right to access and use the market data we supply to you (and, where relevant, your end-users) via E-Facility (as defined in Schedule D) or otherwise for your internal business purposes (**Market Data** or **MD**).

**1.2.** We may change 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.

**1.3.** You acknowledge and agree that our licensors own all intellectual property rights in MD. Except as expressly stated herein, we do not 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.

**1.4.** You shall use all reasonable endeavours 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 suspend the delivery of MD to you without prejudice to our other rights and remedies.

**1.5.** You shall not:

(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 to provide services to third parties;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make MD available to any third party except your authorised users, or attempt to obtain, or assist third parties in obtaining, access to MD, other than as provided under this Schedule; or

(e) use MD for any purpose contrary to any Applicable Regulation and shall comply with all Applicable Regulations with respect to your activities under this Schedule.

**1.6.** You undertake to provide cooperation in the provision and continued access to MD as reasonably requested by us from time to time. You shall supply us with all the information and/or documentation required for provision of MD.

**1.7.** 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. You shall bear your own costs of establishing that connectivity.

**1.8.** You undertake to comply with accepted principles of data security. You must keep confidential access data or passwords provided by us. If you pass this information to third party or give third party access to this information, you will be responsible for use of MD by that third party.

**1.9.** 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.

**1.10.** All Service Order Forms once executed between you and us, shall constitute an integral part of this Schedule.

**1.11.** Upon termination of the use of MD, all licences granted in respect thereto shall immediately and automatically terminate.

**1.12.** 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.

## **2. Additional User Subscriptions**

**2.1.** We shall regard you as the sole end-user of MD, acting for your own benefit.

**2.2.** Subject to clause 2.1 above, you may, from time to time purchase additional user subscriptions and we will grant access to MD to additional users authorised by you in accordance with the provisions of these Terms.

**2.3.** If you wish to purchase additional user subscriptions, you shall request us in writing by filing a Service Order Form. We shall consider your request and should we agree, we will grant to you additional user subscriptions and you shall pay to us the relevant fees for such additional user subscriptions as set out in the relevant Service Order Form.

**2.4.** In relation to your end-users, you undertake that:

- (a) you will ensure that all end-users use MD in accordance with the terms and conditions of this Schedule and you shall be responsible for any breach of these Terms by any end-user;
- (b) the maximum number of end-users authorises to access and use MD shall not exceed the number of user subscriptions you have purchased from time to time;
- (c) you will ensure that no user subscription is used by more than one individual unless it has been reassigned in its entirety to another individual, in which case the previous user shall no longer have any right to access or use MD;
- (d) each end-user shall keep a secure password for the use of MD strictly confidential;
- (e) you will maintain a written, up to date list of current end-users and provide such list to us immediately upon request;
- (f) you will permit us to audit MD in order to establish the name and password of each end-user. Such audit may be conducted no frequently than once per quarter, at our expense and with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business; and
- (g) if we indicate that any password has been provided to any individual who is not an end-user, then you shall promptly disable such passwords and we will not issue any new passwords to any such individual.

### **3. Fees**

- 3.1.** You shall pay us for MD in advance at the rates and for the periods set out in a Service Order Form and/or a Fee Schedule. You authorise us to debit any fees directly to your account with us without prior notice to you. You acknowledge your responsibility to verify the accuracy of the fees' calculation.
- 3.2.** We shall have the right to modify the fees due by giving written notice to you prior to the date such modification is to take effect.

### **4. Limitation of Liability**

- 4.1.** You acknowledge that you assume sole responsibility for results obtained from the use of MD, and for conclusions drawn from such use.
- 4.2.** All warranties, representations, guarantees and all other terms of any kind whatsoever implied by statute or common law, that MD and/or the information obtained by you with MD will fit your particular purposes or meet your specific requirements or any of merchantability or title 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.
- 4.3.** We will not be responsible for any delays, delivery failures, or any Loss (as defined in the General Terms) resulting from the transfer of data over communications networks and facilities, including the Internet. We do not warrant that your use of MD will be uninterrupted

or error-free and you acknowledge that MD may be subject to interruptions, suspensions, limitations, delays and other problems inherent in the use of such facilities.

**4.4.** 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 the MD is not produced by us or by persons which are our affiliates. If the MD includes any investment research or recommendations, we do not substantially alter any such recommendations (if any) within any investment research produced in the MD.