



OMX Information Distribution Agreement

Appendix 3 - Information Policies

1. Licensee's Group

- 1.1 Licensor allows Licensee's Group to include Affiliated Companies and Service Facilitators. Service Facilitators are subject to prior written approval by Licensor.
- 1.2 An Affiliated Company or a Service Facilitator accepted by Licensor in accordance with the IDA Summary Attachment A and IDA General Terms and Conditions Clause 12.2 is licensed by this Agreement to use Information only within the Service. Licensee remains liable for Fees and Charges applicable to use of Information within the Service by Affiliated Companies or Service Facilitators. Licensor reserves rights to provide or withhold permission for any Person to act as a Service Facilitator and to apply such additional terms in respect of any Service Facilitator as Licensor deems appropriate.
- 1.3 Service Facilitators may include agents of Licensee, owners or operators of websites displaying the Service, software developers, facilities managers, property managers or providers of other support services.
- 1.4 Unless otherwise specified by Licensor, approval of Service Facilitators will be subject to the following conditions:
 - (a) It is Licensee, and never the Service Facilitator, who contracts directly to supply the Service to the Subscriber,
 - (b) Licensee must retain all Subscriber records for audits,
 - (c) Licensee's contract to supply the Service to the Subscriber must be in place prior to any Information enablement,
 - (d) the Service Facilitator does not database, add to, subtract from, or modify the Information,
 - (e) the Information is attributed to Licensee or an Affiliated Company of Licensee covered by this Agreement,
 - (f) individual entitlements to the Information must be allocated by Licensee and not the Service Facilitator,
 - (g) the Service Facilitator is forbidden in its contract with Licensee from providing the Information to any client or other third party who are not Subscribers to Licensee's Service, other than a Service Facilitator for other Distributors approved by Licensor or as a Distributor in its own right,
 - (h) The Service Facilitator agrees in its contract with Licensee to the same terms as Licensee has agreed to with Licensor in respect of Licensor's audit rights,
 - (i) Licensee is ultimately liable to Licensor if a Service Facilitator appointed by Licensee fail to meet any of the above conditions.
- 1.5 With respect to any 'white label' services provided by Licensee, Licensee must be clearly branded as the provider of Information within each Service to the Subscriber of that Service. The unlicensed Service Facilitator in such a scenario must not have the predominate branding within the Service as there can be no confusion to the Subscriber as to who is the provider of the data.



- 1.6 Licensor reserves all rights to withdraw approval of any Service Facilitator and/or require any Service Facilitator to enter into an agreement with Licensor similar to this Agreement.

2. Information usage rights available to Licensee

Licensee may use Information only as permitted by the Agreement. Information usage rights available to Licensee are in particular:

2.1 Storage and Processing of Information

Subject to any additional terms applicable to individual Information Products and specified in IDA Summary Attachment A, Licensee may store and process (i.e. extract, verify, (re)arrange, adapt and/or package) Information.

2.2 Display of Information

Licensee may display the Information in the Service. In all uses involving display of Information Licensee shall:

- (a) credit, wherever technically feasible, Licensor and/or any Information Provider or other source(s) of Information specified by Licensor as the source(s) of the Information,
- (b) not misrepresent the Information,
- (c) not deface, remove or misuse any Licensor or Information Provider trademarks transmitted with the Information,
- (d) ensure, wherever technically feasible, that Delayed Information is clearly labelled and that the period of delay or time of original dissemination is noted in all Services incorporating Delayed Information,
- (e) not allow Information to be displayed on public internet Websites next to content Licensor considers inappropriate, including but not limited to explicit sexual content, expressions of racial or religious hatred, or incitement to violence,
- (f) use reasonable efforts to disseminate Information so that it may be displayed with the original time stamp of Licensor (hours, minutes and if possible seconds),
- (g) not be entitled to use any of the OMX registered trademarks, e.g. OMXN40, OMXS30, OMXC20, OMXH25, for creating own products or services. Any use of OMX registered trademarks, other than for OMX products as set forth in this Agreement, is subject to separate trademark license agreement,
- (h) comply with any additional display or dissemination requirements specified for individual Information Products in IDA Summary Attachment A.

2.3 Non-Display Use

Subject to any additional terms specified for individual Information Products in IDA Summary Attachment A, Licensee may use Information without displaying Information to Users, for the purpose of Creation of New Original Works and other purposes as specified in IDA Summary Attachment A.

2.4 Creation of New Original Works

Licensee may process Information with or without other data for the purpose of creating New Original Works, subject to any additional terms applicable to individual Information Products and specified in IDA Summary Attachment A. Licensor reserves all rights to determine whether any item of processed Information represents Information subject to this Agreement or a New Original



Work. Licensor reserves the right to introduce licence fees for the right of Licensee to create New Original Works.

2.5 Distribution to other Distributors

Before releasing Information to any party that wishes to act as a Distributor, Licensee must obtain written confirmation from Licensor that the prospective Distributor has executed the appropriate agreement with Licensor. Licensee agrees to provide any information (for example details of the Information Products to be released to the prospective Distributor) that may be required by Licensor in order to confirm that receipt and re-distribution of the Information by the prospective Distributor is fully authorised. If a member of Licensee's Group releases Information to any Distributor prior to obtaining such written confirmation, Licensee will be responsible for paying Licensor any Fees and Charges that otherwise would have been payable by the Distributor in respect of redistribution of Information supplied by Licensee.

2.6 Distribution to Subscribers

Licensee is entitled to distribute Information to Subscribers for Private and Business Use.

All use of Information other than Private Use is regarded by Licensor as Business Use and is subject to the applicable fees per IDA Appendix 2 (Fees and Charges).

Private Use Subscribers

Private Use is defined as the use of Information by a Subscriber who is a natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

A Private Use Subscriber may not:

- (a) contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity,
- (b) contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.

A Private Use Subscriber shall, notwithstanding the above:

- (c) be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee,
- (d) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control,
- (e) Section (c) and (d) may not be combined.

Licensee is required to obtain confirmation from Private Use Subscribers that the Subscriber's status and use of Information remains in compliance with this Agreement and take reasonable steps to ensure that Licensee is informed of any change in the status of Private Use Subscribers.



Licensor reserves all rights to apply fees for Business Use with immediate effect where Private Use Subscribers do not comply with the terms of their Subscriber Agreement or where Licensee is not able to present Licensor with a valid power of attorney or equivalent documentation as specified in (c) on the request from Licensor.

2.7 Use of Information in an Open User Environment

Licensee may distribute Information in an Open User Environment as specified in IDA Summary Attachment A and in accordance with the applicable provisions of this Section 2.

2.8 Distribution of Delayed Information

Licensee may distribute Delayed Information without requiring the recipient to apply Operational Controls, provided that authorised recipients of such Information are informed that:

- (a) Licensor and Information Providers reserve all Intellectual Property Rights to the Information,
- (b) Licensor and Information Providers accept no liability for the display of the Information or any losses or claims arising from use of the Information,
- (c) Information is for the personal use of the recipient and may not be redistributed by the recipient to any third party without the permission of Licensor,
- (d) Licensor may suspend or terminate receipt of Information by any party if Licensor has reason to believe the Information is being misused or misrepresented.

Recipients that wish to redistribute the Delayed Information on their own behalf are Subscribers and are as such required to enter into a Subscriber Agreement.

2.9 Distribution of Limited Extracts of Delayed Information

Licensee and Subscribers may include limited extracts of Information on an occasional basis in written or oral communications with third parties, without fees or other obligations, provided that these communications do not involve the regular or systematic distribution, display or processing of Information. Licensor reserves all rights to determine whether communications including Information qualify as limited extracts for this purpose and to limit or withdraw rights to distribute limited extracts of Information. Recipients of Information via limited extracts of Information shall not be considered as Subscribers and are not required to execute Subscriber Agreements.

Licensor reserves the right to regard as unauthorised redistribution of Information any communication of Information that in Licensor's view does not qualify as limited extracts.

2.10 Websites and wireless services

Licensee may display or distribute Real-time or Delayed Information on or via publicly accessible internet Websites or to third parties via wireless data dissemination, mobile telephone or electronic messaging services.

Subject to any exceptions specified in IDA Summary Attachment A, where Websites operated or controlled by Licensee display or provide access to Real-time Information, Licensee must ensure that all access is restricted to registered Users with individual passwords and Unique User ID's and valid Subscriber Agreements.



Any publicly accessible Website page on which Licensee displays Delayed Information must incorporate or include a prominent link to a statement that access to Information is subject to the following conditions:

- It is prohibited to use, store, reproduce, display, modify, transmit and distribute the Information without prior written permission of Licensor.
- Licensor and Information Providers reserve all Intellectual Property Rights to the Information.
- Licensor and Information Providers accept no liability for any claim, loss or damage arising from the display of Information on the Website or any use of the Information displayed on the Website.

The exact wording of this statement will be left to Licensee's discretion. Recipients of Delayed Information via access to Websites shall not be considered as Subscribers and are not required to execute Subscriber Agreements.

Licensor reserves all rights to determine whether any public internet display shall be regarded as a Website for the purposes of the Agreement.

Licensor reserves all rights to restrict or withdraw rights to display or distribute Information in internet Websites upon at least ninety (90) days prior written notice to Licensee, unless required to do so on shorter notice by an Information Provider.

2.11 Public Area Display

Subject to any additional terms specified for individual Information Products in IDA Summary Attachment A, Licensee may display the Information in public area advertisements, either in the open air or in premises open to the public, provided that members of the public do not have interactive access to the Information. Recipients of Information via Public Area Displays shall not be considered as Subscribers and are not required to execute Subscriber Agreements.

Licensor reserves all rights to restrict or withdraw rights to display Information in Public Area Displays upon at least ninety (90) days prior written notice to Licensee, unless required to do so on shorter notice by an Information Provider.

2.12 Publication of information in Print Media

Licensee and Subscribers may publish End-of-Day and Historic Information in print media, without restriction on further redistribution of Information, subject to the terms of this Agreement applicable to display of Information. Licensor reserves all rights to suspend or terminate the right of Licensee or any third party to publish End-of-Day or Historic Information, where the display or publication of Information does not comply with the display requirements of this Agreement.

3. Subscriber Agreements

3.1 Licensee is responsible for ensuring that all Subscribers execute Subscriber Agreements where required by this Agreement. Where a Subscriber Agreement is required under this Agreement, the use of Information by Subscribers without a Subscriber Agreement or under a Subscriber Agreement that is unenforceable for any reason will be regarded by Licensor as unauthorised use of Information.

3.2 Subscriber Agreements for Private Use Subscribers must provide (using substantially similar terms to those set out in this Agreement) that:

- (a) Subscriber may use the Information only for Subscriber's own personal use relating to the management of Subscriber's own personal investments and not for any business purpose.



- (b) Subscriber may not transfer or publish to third parties any item of Information.
- (c) Subscriber recognises the Intellectual Property Rights and the right to legal remedy of Licensor in respect of the Information.
- (d) Subscriber agrees:
 - not to allow other Persons to gain unauthorised access to the Information,
 - not to make Subscriber's User ID(s) available to another Person,
 - not to use Information for any illegal purpose,
 - to allow Licensor or its authorised representatives to audit Subscriber's records and use of Information,
 - to obtain and provide any consents needed for Licensor or its authorised representatives to review and receive personal data, where necessary for the purposes of verifying or ensuring compliance with Licensee's obligations to Licensor.

3.3 Subscriber Agreements for Business Use Subscribers must provide (using substantially similar terms to those set out in this Agreement) that:

- (a) Subscriber may use the Information solely for Subscriber's own purposes. Subscriber may not transfer or publish to third parties all or part of the Information except where allowed to do so by these Information Policies or otherwise authorised by Licensor.
- (b) Subscriber recognises the Intellectual Property Rights and the right to legal remedy of Licensor in respect of the Information.
- (c) Subscriber agrees:
 - not to allow other Persons to gain unauthorised access to the Information,
 - not to make Subscriber's User ID(s) available to another Person,
 - not to use Information for any illegal purpose,
 - to maintain all records and provide all information required by Licensee to meet Licensee's record-keeping, reporting and payment obligations to Licensor,
 - to allow Licensor or its authorised representatives to audit Subscriber's records and use of Information,
 - to obtain and provide any consents needed for Licensor or its authorised representatives to review and receive personal data, where necessary for the purposes of verifying or ensuring compliance with Licensee's obligations to Licensor.
- (d) In any display created by Subscriber that incorporates the Information, Subscriber shall:
 - use reasonable efforts to credit Licensor and/or any Information Provider or other source(s) of Information specified by Licensor as the source(s) of the Information,
 - not misrepresent Information or deface or remove any trademarks transmitted with the Information,



- ensure that Delayed and End-of-Day Information are clearly labelled and the period of delay or time of original dissemination of Information is noted in all displays of Delayed and End-of-Day Information,
 - comply with such other Information display requirements as Licensor may specify from time to time, on behalf of Licensor or any other Information Provider.
- 3.4 Subscriber Agreements for Delayed Information Subscribers must provide (using substantially similar terms to those set out in this Agreement) that:
- (a) Subscriber recognises the Intellectual Property Rights and the right to legal remedy of Licensor in respect of the Information
 - (b) Licensor and Information Providers accept no liability for the display of the Information or any losses or claims arising from use of the Information,
 - (c) Licensor and Information Providers may suspend or terminate receipt of Information by any party if Licensor has reason to believe the Information is being misused or misrepresented.
 - (d) Subscriber agrees:
 - not to use Information for any illegal purpose,
 - to allow Licensor or its authorised representatives to audit Subscriber's records and use of Information,
 - (e) In any display created by Subscriber that incorporates the Information, Subscriber shall:
 - use reasonable efforts to credit Licensor and/or any Information Provider or other source(s) of Information specified by Licensor as the source(s) of the Information,
 - not misrepresent Information or deface or remove any trademarks transmitted with the Information,
 - ensure that the Information are clearly labelled with the period of delay or time of original dissemination of Information is noted in all displays of Delayed and End-of-Day Information,
 - comply with such other Information display requirements as Licensor may specify from time to time, on behalf of Licensor or any other Information Provider.
- 3.5 Licensee shall ensure that Subscribers that may access the Information Products, as specified in IDA Appendix 1 (Information Products), utilizing GICS are aware of and subject to the following limitations and restrictions:

The Information Product utilizes the Global Industry Classification Standard (GICS®) under a license from Morgan Stanley Capital International Inc. (MSCI®). GICS was developed by and is the exclusive property of MSCI and Standard and Poor's (S&P). Neither MSCI nor S&P makes any express or implied warranties or representations and each hereby expressly disclaims all warranties of originality, accuracy, completeness, merchantability and fitness for a particular purpose. GICS may be used by Subscribers solely in connection with the Information Product. Subscribers may not redistribute any GICS or use any GICS to create a securities classification designation or system or to create any financial products or indexes. Subscriber is entitled to make use of the GICS solely for the purpose of comprehending the content of the Information. Subscriber may not use the GICS to create a classification designation in any way.



3.6 If Licensee becomes aware that any Subscriber is failing to comply with the provisions of the Subscriber Agreement, Licensee must promptly notify Licensor and comply promptly with any request by Licensor to terminate the delivery of Information to the Subscriber.

4. Unit of Count

4.1 Except where specifically allowed in these Information Policies, all internal and external distribution should be measured, controlled and recorded by using the Unique User ID as the Unit of Count.

4.2 Sharing of Unique User ID’s between Users is prohibited.

4.3 Sharing of a Unique User ID between devices is permitted provided the user cannot access more than one device simultaneously (e.g. terminal and PDA).

4.4 Simultaneous access by Unique User ID is prohibited unless Licensee is able to record, track and then report the number of simultaneous accesses to Licensor. Where Licensor entitles, but is unable to track and record the number of simultaneous accesses to a Unique User ID the total number of potential accesses must be reported.

4.5 The following Unit of Counts may be used where specified:

(a) Subscriber. This Unit may only be used where the Subscriber is specified as the Unit of Count.

(b) Individual Price Retrieval. This Unit may only be used for Snapshot Products unless otherwise specified in the Agreement.

(c) Any other Unit as permitted by the Licensor from time to time and specified in Attachment A and/or IDA Appendix 2.

4.6 All Units of Count used by Licensee’s Group must be identified in IDA Summary (Attachment A).

5. Reporting Requirements

5.1 Licensee is required to report to Licensor the number of Units accessing the Information. Reporting shall be submitted via the electronically reporting system, offered by Licensor and shall comply with any detailed reporting guidelines specified by Licensor from time to time.

5.2 The reporting from Licensee shall include a detailed report containing the data summarised in the following table.

Licensee details	<ul style="list-style-type: none"> • Licensee’s ID code • Licensee’s name • Report date • Reporting period
Use of Real-time Information within Licensee’s Group*	<p>For each Information Product (using the Report Code):</p> <ul style="list-style-type: none"> • Total number of Units in Licensee’s Group subject to Fees • Total number of Units in Licensee’s Group with Fees waived
Subscriber-based reporting (per Subscriber)**	<p>For each Subscriber and Information Product (using the Report Code):</p> <ul style="list-style-type: none"> • Identification of Subscriber (name and address) and country • Total number of Units



Information Product -based reporting (total Units)	For each Information Product (using the Report Code) <ul style="list-style-type: none">• Total number of Subscriber Units
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* Reporting required only where Information is received direct from Licensor and not via other Distributors

** Monthly reporting does not apply to Subscribers only accessing SnapShot Products

- 5.3 Reports in respect of each calendar month must be submitted within fifteen (15) days of the end of the month.
- 5.4 Where Licensee receives Information from any other Distributor for use within Licensee's Group, Licensee shall not be required to report the number of Units to Licensor, but Licensee shall be obliged to provide each Distributor supplying Information to Licensee with all reports required to enable the Distributor to meet its reporting obligations to Licensor.
- 5.5 Where Licensee controls access to Information by Unique User ID, reports should be based on the number of User ID's authorised or allowed to access Information.
- 5.6 Where the Licensee controls access to Information by other accepted Units of Count, the basis of counting shall be as specified in IDA Summary Attachment A or IDA Appendix 2, or in detailed reporting guidelines as published by Licensor.
- 5.7 Licensee is liable to pay applicable Information Access Fees calculated on the basis of all Units with access to Information during the reporting period.
- 5.8 Unless otherwise agreed, reports should be based on the number of Units counted as close as possible to the end of each reporting period, or on the date specified by Licensor in detailed reporting guidelines. Licensor may allow other bases for counting the number of Units (for example monthly additions and deletions) where the resulting Fees approximate more closely to the basis of Fee liability specified in this Agreement. Licensor reserves the right to invoice Licensee in respect of any difference between the number of units reported and the total number of Units with access to Information during any reporting period, as identified by audit or other enquiry.
- 5.9 Licensee's reports may contain credits for Unit cancellations within a three (3) month period prior to the beginning of the current reporting period. No credits or offsets may be claimed in relation to fees paid for earlier periods without the prior written approval of Licensor.
- 5.10 Licensee will provide Licensor with a list of Distributors receiving access to Information in Licensee's Service annually in January each calendar year and upon request of Licensor. The list shall contain name and address of each Distributor and the Information products (using the Report Code) supplied to each Distributor.
- 5.11 Licensor reserves the right to require Licensee on reasonable notice to provide any other reporting information that may reasonably be requested in connection with the use and distribution of Information by Licensee's Group and Subscribers to Information supplied via the Service.

6. Fees, Billing and Payment

- 6.1 Licensee is obliged to pay to Licensor all applicable fees and charges as specified in IDA Appendix 2 (Fees and Charges), as amended by Licensor from time to time in accordance with the Agreement (together, the Fees and Charges).



- 6.2 Fees apply to all authorised and unauthorised use of Information supplied via the Service, except where specified in the Agreement.
- 6.3 Individual Access Fees payable to Licensor may be waived in respect of Units used within Licensee's Group that display Information received directly from Licensor and are used solely for the purposes of development, testing, monitoring, demonstration, promotion and control of the Service. The number of Units with access to Information for these purposes and subject to waiver of fees shall be reported to Licensor in accordance with Section 5 above. Any unreported use of fee-liable Information within Licensee's Group shall constitute unauthorised use. Licensor reserves rights to limit the number of Units for which fees are waived and to reduce that limit on ninety (90) days notice to Licensee. Waiver of Individual Access Fees may be further limited to specified Information Products, in which case the limitation will be specified in IDA Appendix 2 (Fees and Charges).
- 6.4 Licensor may waive Individual Access Fees for use of Information by educational establishment for educational purposes on request from Licensee. Licensor reserves all rights to withhold approval for any such fee waiver and to withdraw the fee waiver on reasonable notice to Licensee.
- 6.5 Fees and Charges applicable to use of Information within Licensee's Group subject to this Agreement will be invoiced by Licensor to Licensee.
- 6.6 Fees and Charges applicable to all use by Subscribers of Information supplied via the Service will be invoiced by Licensor to Licensee.
- 6.7 Licence Fees will be invoiced quarterly in advance. Fees applicable to the period between the Commencement Date and the end of the calendar quarter shall be calculated on a pro rata basis. Licensee has no right to reimbursement of Licence Fees in the event of termination or suspension of supply of Information for any reason. Any other sums determined by Licensor to be due and payable by Licensee under this Agreement shall be invoiced as and when determined.
- 6.8 Individual Access Fees will be invoiced monthly on receipt of the relevant usage reports as specified in Section 5.
- 6.9 Licensee shall pay Fees and Charges as invoiced, before deduction of any applicable withholding tax. In addition, Licensee shall pay any applicable sales and use taxes, levies, imposts, duties, assessments or other similar charges imposed by any governmental authority payable in respect of the Information.

7. Audit

- 7.1 Licensor agrees to provide at least thirty (30) days' notice of regular audits and may allow up to ninety (90) days' notice of complex audits involving review of Subscriber locations. Licensor reserves the right to audit Licensee and/or Licensee's Subscribers without notice within normal working hours if Licensor has reason to suspect material or repeated breach of the Agreement.
- 7.2 Licensee agrees to inform Licensor within fifteen (15) days of receiving an audit notice if any audit visit cannot be conducted on the dates specified by Licensor. Under these circumstances Licensee agrees to use best efforts to accommodate the audit on any alternative dates specified by Licensor. Licensee will pay any reasonable costs incurred through having to reschedule an audit due to Licensee's lack of or delay in informing Licensor or its authorised representative.
- 7.3 Licensor undertakes to limit the extent of audit work to the amount reasonably necessary, in the view of Licensor or any auditors acting on behalf of Licensor, to achieve the purpose of the audit as specified in accordance with this Agreement.



- 7.4 Licensee acknowledges and agrees that a regular audit would normally address some or all of the following issues:
- (a) Receipt and use of Information by Licensee's Group, compared to IDA Attachment A.
 - (b) Controls over Use of Information by Service Facilitators.
 - (c) Controls over security of Information and access to Information within Licensee's Group.
 - (d) Information distributed in an Open User Environment.
 - (e) Effectiveness of Operational Controls.
 - (f) Subscriber access to and use of Information.
 - (g) Completeness and accuracy of reports and fees.
 - (h) Other compliance issues revealed during the course of the audit.
- 7.5 Licensee agrees to provide the auditors with access to management, staff and records during the periods of preparation and execution of the audit, sufficient to allow the auditors to achieve the purpose of the audit in accordance with this Section 7.
- 7.6 Licensor will aim to notify Licensee as soon as possible of any major problems or areas of concern arising during the course of the audit or of any lack of co-operation with the audit.
- 7.7 On completion of the audit, Licensee will be informed of audit findings, questions and unresolved problems and any other outstanding issues. Licensee will normally be requested to provide feedback on the results of the audit within thirty (30) days. An earlier response may be required in the event of major problems or lack of co-operation.
- 7.8 Licensor agrees to send Licensee as soon as possible an audit report including the results of the audit and any feedback from Licensee obtained after the completion of the audit. Where applicable the audit report shall include a calculation or estimate of the amount of additional Fees and applicable Charges due to Licensor. Licensee agrees to notify Licensor of any response or objection to the audit report findings within thirty (30) days of the receipt of the audit report. In the absence of any such objection or response the amount specified in the audit report shall be deemed to be agreed and shall be billed in accordance with this Agreement.
- 7.9 If Licensee objects to the amount specified in the audit report, Licensee shall provide full documentary evidence to Licensor or its authorised representative to support the objection and both parties shall co-operate to agree a settlement within thirty (30) days of the date on which Licensee's objection is received by Licensor.
- 7.10 If the audit report reveals a lack of records or failure of Operational Controls, but the amount of under-reported Fees and Charges cannot be established with reasonable certainty, both parties shall co-operate to agree the amount due within thirty (30) days of the receipt by Licensee of the audit report.



8. Glossary of Terms

Except where specified and where the context otherwise requires, capitalised terms used in the Agreement shall have the meanings set out in this Glossary.

Access Fees

The Access Fees specified in IDA Appendix 2 (Fees and Charges).

Agreement

The OMX Information Distribution Agreement (IDA) executed by Licensor and Licensee, including the following Attachments and Appendices as published by the Licensor and amended from time to time in accordance with the Agreement.

- IDA Summary
- IDA Summary Attachment A (Application Form)
- IDA General Terms and Conditions
- IDA Appendix 1 (Information)
- IDA Appendix 2 (Fees and Charges)
- IDA Appendix 3 (Information Policies)

Affiliated Company

A subsidiary in which Licensee directly or indirectly owns more than fifty percent (50%) of the issued share capital and exercises effective control, or a holding company that directly or indirectly owns at least fifty percent (50%) of Licensee's issued share capital and exercises effective control, or, at Licensor's sole discretion, any direct or indirect subsidiary of the holding company that directly or indirectly owns at least fifty percent (50%) of Licensee's issued share capital and exercises effective control.

Closed User Environment

Environment in which access to or use of Information is permitted under this Agreement, subject to Operational Controls.

Commencement Date

Commencement date for the Agreement as specified in IDA Summary Attachment A or as otherwise agreed in writing between the parties.

Company News Service

Company News Service is a comprehensive service designed for the dissemination of price sensitive information to investors, journalists, analysts, and media on a Nordic, Baltic, European, and global scale. The service distributes company disclosures and investor news for the companies that have signed up for this service.

Delayed Information

Information delayed more than fifteen (15) minutes after initial dissemination by Licensor. Unless otherwise specified in this Agreement, Delayed Information includes End-of-Day (EOD) Information and Historic Information.

Distributor

Any Person that distributes Information in any way or form other than the ways or forms of distribution allowed to Subscribers in accordance with this Agreement.

End-of-Day (EOD) Information

Information that is not Real-time Information that is disseminated after close of trading and reflects the activity of the same trading day.

**Fees and Charges**

The fees and charges specified in IDA Appendix 2.

Historic Information

Information that is used or disseminated after midnight of the day of its original dissemination.

Individual Access Fees

The Individual Access Fees specified in IDA Appendix 2.

Individual Price Retrieval

The retrieval by a User of a Level 1 or Level 2 Information relating to an individual price or quote. The Information retrieved must not be updated without the User effectively re-requesting the Information and that retrieval being recorded.

Information

Any data forming part or all of the Information Products as described in IDA Appendix 1. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

Information Provider

Any third party source of information that licenses the Licensor to make its information available as Information under the Agreement, whether such Information is disseminated by the Licensor, by its originator, or by a third party. Information Providers and the Information they provide are as identified in IDA Appendix 1.

Intellectual Property Rights

Patents, trade marks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, patents, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual properties in accordance with the applicable laws.

Licence Fees

The Licence Fees specified in IDA Appendix 2 (Fees and Charges).

Licensee

The Person party to this Agreement with Licensor.

Licensee's Group

The Licensee, Affiliated Companies and Service Facilitators approved by Licensor and listed in the IDA Summary Attachment A.

Licensor

The Person party to this Agreement with Licensee.

New Original Work

Any work that is created partly or wholly from Information, but does not display or incorporate any Information as distributed by Licensor and cannot be used as a substitute for Information. Terms and conditions related to the creation of New Original Works are specified in IDA Appendix 3 and/or specified in IDA Summary Attachment A.

**Non-display Use**

Use or processing of Information, as described in IDA Appendix 3 and/or specified in IDA Summary Attachment A that does not involve display usage.

Open User Environment

Environment in which access to or use of Information is permitted under this Agreement and not subject to Operational Controls.

Operational Controls

The systems, rules, procedures, authorisations and policies which, taken together and to the satisfaction of the Licensor:

- (1) Record and identify all authorised access to Information by means of Units of Count, and
- (2) Prevent any unauthorised access to Information, or identify and record unauthorised access and facilitate appropriate action.

Operational Controls are regarded as effective in any specific period if there is auditable evidence of their operation throughout the relevant period.

Person

A natural person, legal entity, or other proprietorship, corporation, partnership or organisation not recognised as a legal entity.

Private Use

Use of Information by an individual Subscriber in accordance with the criteria for Private Use specified in IDA Appendix 3.

Real-time Information

All Information from the time of original dissemination to the time fifteen (15) minutes after such dissemination.

Report Code

A code used by Licensee when reporting the number of Units accessing the Information. The Report Code of each Information Product is specified in IDA Appendix 2.

Service

Any service provided by a member of Licensee's Group that includes Information in any form.

Service Facilitator

A Person authorised by Licensor to receive Information from Licensee or Affiliated Companies for the sole purpose of facilitating dissemination of Information in Licensee's Service in accordance with the Agreement.

Service Facilitators are listed in (IDA Application Form) as updated in accordance with the Agreement.

Subscriber

Any Person, other than a member of Licensee's Group or a Distributor, that obtains access to Information directly or indirectly via Licensee's Service and who is required by this Agreement to have a Subscriber Agreement with the Licensee or Licensor.

Subscriber's Group

Subscriber and any related entities that Subscriber controls, is controlled by, or is under common control with, that receive Information directly or indirectly under the



terms of a Subscriber Agreement and whose compliance with the terms of the Subscriber Agreement is guaranteed by Subscriber.

Subscriber Agreement

A legally valid agreement governing Subscriber's use of Information in accordance with this Agreement.

Unit of Count (Unit)

A unit of count accepted by Licensor for the purposes of this Agreement as defined and described in IDA Appendix 3 (Information Policies).

URL

The address of a resource or file available on the public Internet. The URL contains the protocol of the resource (e.g. http://), the domain name for the resource, and the hierarchical name for the file (address).

User

Any natural Person able to access and use Information.

Website

A public internet site determined by Licensor to be a single website for purposes of reporting or fees payment. A website may be:

- (a) a home page and/or pages linked to the home page, forming all or part of a single distinct website,
- (b) a URL,
- (c) an individual product, service or publication of Licensee or Subscriber, having its own domain name, identity or brand,
- (d) any pages linked to the home page of a single distinct website that incorporate a web-hosted solution provided by Licensee,
- (e) a Wireless Application Protocol (WAP) page.

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