



OMX Information Distribution Agreement (IDA)

- General Terms & Conditions -

1. Definitions and Interpretation

- 1.1 Except where specified, capitalised terms used in this document shall have the meanings defined in the Glossary of Terms included in IDA Appendix 3.
- 1.2 In the Agreement (except where the context otherwise requires):
 - (a) References to the words "includes" or "including" shall be construed without limitation to the generality of preceding words,
 - (b) Words or phrases importing the singular include the plural and vice versa,
 - (c) The headings in the Agreement are for convenience of reference only, do not form a part of the Agreement and do not in any way modify, interpret or construe the intentions of the parties,
 - (d) References to the "rights" of any person (including of either party) shall mean the rights and remedies available to that person under this Agreement or otherwise,
 - (e) Licensor reserves the right to interpret and apply the terms of the Agreement in accordance with IDA Appendix 3.
- 1.3 In the event of any conflict between the IDA Summary (including Attachment A), IDA General Terms and Conditions and IDA Appendices 1, 2 or 3, the IDA Summary (including Attachment A) shall prevail.
- 1.4 In the event of any conflict between IDA General Terms and Conditions and IDA Appendices 2 or 3, IDA Appendices 2 and 3 shall both prevail over IDA General Terms and Conditions and IDA Appendix 3 shall prevail over IDA Appendix 2.

2. Intellectual Property Rights

- 2.1 Licensee acknowledges Intellectual Property Rights of Licensor and other Information Providers in the Information and in the formats in which Information is transmitted. Licensee acknowledges and agrees that its receipt, use and distribution of Information shall not affect the Intellectual Property Rights of Licensor and other Information Providers. No Intellectual Property Rights shall be transferred from Licensor to Licensee's Group as a result of this Agreement.
- 2.2 Licensee will at Licensor's request and expense take all reasonable efforts, such as execution of deeds or co-operation in litigation both during and after the term of the Agreement, as are necessary, over and above Licensee's obligations under this Agreement, for the protection and enforcement of the Intellectual Property Rights of Licensor and other Information Providers.
- 2.3 The Agreement shall not infringe any Intellectual Property Rights of Licensee or any member of Licensee's Group subsisting in or relating to:
 - (a) the inclusion of Information (including Information as processed by Licensee or any member of Licensee's Group in accordance with the Agreement) in a Service; and



- (b) any collection, compilation or other original work created from Information or in which Information is included in accordance with the Agreement.

3. Changes to Information

- 3.1 Licensor or its Information Providers may add or delete Information depending on operational requirements. Licensor will use reasonable efforts to provide advance notice of changes to Information in accordance with industry good practice and to give Licensee at least one hundred and twenty (120) days notice before Licensor makes any material changes in the speed, signal characteristics or operational requirements described in technical specifications, unless a malfunction, emergency or regulatory requirement precludes such notice. For the purpose of this clause a material change shall be any change that would normally require Distributors and/or Subscribers to amend or replace the systems required to receive and distribute the Information. Licensee shall bear the responsibility and expense of making any resultant changes to the Service.
- 3.2 If Licensee has reason to believe any addition or deletion of Information or change in the relevant technical specifications by Licensor or any other Information Provider significantly alters the nature of the Information or reduces its quality, or requires uneconomic modifications to Licensee's system(s), Licensee may terminate the Agreement without liability by written notice, with respect to the Information affected by the alteration or deletion. Any such termination must take effect within thirty (30) days of the date of the alteration or deletion.

4. Licensee's Receipt of Information

- 4.1 Licensee is licensed to receive Information directly from Licensor, from any Information Provider specified by Licensor in IDA Appendix 1 or from the Distributor(s) specified in IDA Summary Attachment A. Licensee must obtain prior permission from Licensor to receive Information from any other source for the purpose of distribution in accordance with the Agreement.
- 4.2 Where Licensee receives Information direct from Licensor, Licensee shall be responsible at Licensee's own expense for the installation of telecommunication lines, equipment and software in accordance with specifications published by Licensor from time to time as necessary to enable Licensee to receive and use the Information and Licensee shall meet the operating and maintenance costs of all such lines, equipment and software.
- 4.3 Where Licensee receives Information from a third party, Licensee and the third party shall be responsible for the installation, operation and maintenance of telecommunication lines, equipment and software and other arrangements necessary for Licensee to receive the Information from the third party. Licensor is not responsible for and makes no representations or warranties regarding any services Licensee obtains from a third party. Licensor reserves the right to suspend or terminate the supply of Information to any Distributor without notice to Licensee or to recipients of Information from the Distributor.
- 4.4 Each party undertakes to comply with all regulations, conditions or restrictions laid down from time to time by any statute, telecommunications provider and/or regulatory authority in connection with Licensee's access to, use, storage and transmission of and dealing with Information (for example health and safety regulations).



5. Licensee's Use of Information

- 5.1 Licensee may use Information only as permitted by the Agreement. Use of Information by Licensee's Group is subject to the provisions of IDA Appendix 3.
- 5.2 Licensee's use and distribution of Information shall be as specified in IDA Attachment A. Licensee is entitled to select any of the options available per IDA Attachment A and to change the selection, on written advance notice to Licensor and subject to acceptance by Licensor in accordance with Clause 12.2 of this Agreement.
- 5.3 Licensee shall ensure that members of Licensee's Group do not misrepresent the Information or use, display or distribute the Information in any way that may, as determined by Licensor at Licensor's sole discretion, (i) create a false or misleading impression as to the origin or value of any item of Information (ii) adversely affect the operation of financial markets to which the Information relates, or (iii) result in the association of Information or Licensor with pornography, racism, religious hatred, incitement to violence or other activities that in Licensor's view may be damaging to the commercial reputation of Licensor or of any Information Provider.
- 5.4 Licensee shall comply with the display requirements specified in this Agreement and use commercially reasonable efforts to comply with any other reasonable Information display or dissemination requirements that Licensor may specify from time to time, on behalf of Licensor or Information Providers.
- 5.5 Licensee shall not use the Information for any illegal purpose.
- 5.6 Except as permitted by IDA Appendix 3, no member of Licensee's Group may distribute the Information without prior permission of Licensor to any party other than to a Subscriber, another member of the Licensee's Group or a Distributor that is authorised by Licensor in accordance with this Agreement.
- 5.7 For all Services incorporating the Information the Licensee will provide Licensor at Licensor's request with a set of product brochures and/or demonstrations of the Service and/or access to the Service for a maximum of two (2) Individual Users.
- 5.8 Licensee will cease all distribution of Information by members of Licensee's Group to any Subscriber, Distributor, member of Licensee's Group or other recipient as soon as possible upon receipt of written direction of Licensor or on any reasonable date specified by a written direction of Licensor, where Licensor has reasonable cause to suspect unauthorised distribution or use of Information. This obligation survives termination of the Agreement.
- 5.9 Licensee shall take all reasonable precautions, including the maintenance of security systems and data access control procedures, to prevent unauthorised access to or distribution of the Information.
- 5.10 Where specified in the Agreement Licensee shall maintain Operational Controls sufficient to identify, record and control all access to Information and to detect unlicensed use. Licensee shall promptly report to Licensor any unlicensed use or distribution of Information of which Licensee is aware.
- 5.11 At the request and expense of Licensor, Licensee will cooperate with and assist Licensor in any action or proceeding necessary to prevent any unauthorised receipt or use of Information by any third party.
- 5.12 Licensee is responsible for ensuring that all use of Information in the Services complies with applicable laws or regulations. Licensee will promptly bring to the attention of Licensor any condition of this Agreement that may conflict with applicable laws or regulations.



5.13 In the event of termination of the Agreement for any reason, Licensee may keep the Information received during the term of this Agreement and continue using it in its Services and databases, subject to any additional terms specified in IDA Summary Attachment A.

6. Subscriber's Use of Information

6.1 Before releasing Information to any party that wishes to act as a Subscriber, Licensee must:

- (a) ensure that any Person wishing to receive Information has executed the appropriate Subscriber Agreement, where a Subscriber Agreement is required by this Agreement,
- (b) ensure, by means of Subscriber Agreements or otherwise, that all use and distribution of Real-time Information by the party shall be subject to Operational Controls, except where Information is distributed in an Open User Environment as permitted by this Agreement.

6.2 Licensee shall make all reasonable efforts to prevent or detect unlicensed use or redistribution by Subscribers of Information received via Licensee's Services, applying at least the same level of diligence and care as Licensee applies with respect to the unlicensed use or redistribution by Subscribers of any other element of Licensee's Services.

6.3 Licensee shall not be liable for the unauthorised use of Information by a Subscriber if Licensee can demonstrate to the satisfaction of Licensor that:

- (a) Licensee has complied with the provisions of Clauses 6.1 and 6.2 of these IDA General Terms and Conditions, and
- (b) when Licensee first became aware of unauthorised use or distribution of Information by the Subscriber, Licensee informed Licensor immediately, and complied promptly with any request by Licensor to cease the Information supply to the Subscriber.

7. Fees, Reporting and Payment

7.1 Licensee shall pay all Fees and Charges due to Licensor in accordance with the payment requirements specified in IDA Appendices 2 and 3.

7.2. Licensor may add to or change the Fees and Charges specified in IDA Appendix 2 upon no less than ninety (90) days written notice, with changes to be effective on the first day of a calendar quarter.

7.3 Licensor may propose additional Fees options on shorter notice, for example to introduce alternative Information Products or Fee structures. Any such changes will not affect Licensee's obligation to pay existing Fees and Licensee shall be under no obligation to adopt the alternatives.

7.4 Licensee shall report to Licensor on the use and distribution of Information and the fees amounts due to Licensor in accordance with the requirements of IDA Appendix 3. Licensor shall keep confidential all information provided by the Licensee.

7.5 Members of Licensee's Group shall be free to establish and alter the prices charged to Subscribers for the supply of the Information and of their Service(s), provided that such prices do not misrepresent fees charged by Licensor to Licensee in accordance with the Agreement.



8. Maintenance of Records, Audit

- 8.1 Members of Licensee's Group shall keep complete, accurate and up-to-date records relating to the use and distribution of Information and to the associated Operational Controls, sufficient to demonstrate compliance with the Agreement and to identify all sums payable to Licensor in accordance with the Agreement. Where applicable, Licensee shall require Subscribers to maintain similar records. All records required to be maintained under this Agreement shall be maintained for a minimum of three (3) years and made available to Licensor or any independent professional auditors acting on behalf of Licensor on request for audit inspection.
- 8.2 Licensor and any independent professional auditors acting on behalf of Licensor shall have the right, during the term of the Agreement and for a period of two (2) years afterwards, to visit the premises of members of Licensee's Group and Subscribers during normal business hours and during or in preparation for any such audit visit to obtain access to and inspect systems, controls, books and records, insofar as they relate to the distribution of the Information, the related Operational Controls and any sums payable to Licensor. Licensor shall provide notice of audits and conduct all audits in accordance with IDA Appendix 3. Licensor and its auditors shall treat all information obtained in the audit confidentially and use it only for the purpose of the audit.
- 8.3 The purpose of the audit, unless otherwise agreed in advance, shall be to determine compliance by the audited parties with the Agreement.
- 8.4 Licensor and its auditors shall comply with all health, safety and security requirements in effect at the premises visited during the course of the audit.
- 8.5 Licensee shall ensure full co-operation by members of Licensee's Group and Subscribers with the preparation and completion of any audit permitted under this Agreement. Failure to co-operate with any audit of Licensee's Group or Subscribers carried out in accordance with IDA Appendix 3 shall constitute a material breach of this Agreement.
- 8.6 If an audit 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 or agreed between the parties in accordance with the procedures described in IDA Appendix 3, Licensor reserves the right to appoint an independent professional auditor to assess or estimate the amount owed to Licensor. In this event the parties agree to accept the assessment and/or reasonable estimate of the appointed auditor.
- 8.7 If an audit reveals any underpayment in fees due under the Agreement by Licensee that exceeds ten percent (10%) of an amount equal to the sum of the twelve (12) lowest monthly Fee remittances from the most recent eighteen (18) months, Licensee shall bear the reasonable costs and expenses of the audit, including the cost of any assessment or estimate provided by an independent professional auditor in accordance with Clause 8.6.

9. Warranties and Indemnities/Limitation of Liability

- 9.1 Licensor represents, warrants and covenants that:
 - (a) it has the right to license the receipt and use of Information for the purposes specified in the Agreement,



- (b) use of Information as specified in IDA Summary Attachment A will not infringe any Intellectual Property Rights of any third party.
- 9.2 Although Licensor and Information Providers will use all reasonable endeavours to ensure the accuracy, reliability, completeness and continuity of Information and to correct any errors or omissions as soon as reasonably practical to the extent it is within their reasonable control and ability to do so, Licensor and the Information Providers do not warrant that the Information is accurate, reliable or complete nor that the supply will be without interruptions. Other than as set out in this Clause 9, Licensor and Information Providers shall not be liable for any delay, inaccuracy, error or omission of any kind in the Information nor for any resulting loss or damage. In addition, Licensor and Information Providers shall have no liability for any losses arising from unauthorised access to Information or any other misuse of Information.
- 9.3 Licensee accepts full responsibility for the usefulness of Information as incorporated in Licensee's Service(s). Licensee expressly acknowledges that Licensor and other Information Providers do not make, other than as set out in Clause 9, any representations or warranties, express or implied, with respect to the merchantability, quality or fitness for purpose of the Information and exclude all warranties, expressed or implied by statute, common law or otherwise, that lawfully can be excluded.
- 9.4 Licensor will indemnify, and hold harmless and defend, Licensee's Group against all losses, claims, damages, expenses or costs, for infringement by Licensor or other Information Providers of Intellectual Property Rights of any third party with respect to the Information, provided that Licensor is notified promptly in writing of such claim and is given the opportunity to have sole control for the defence of any action on such claim and all negotiation for its settlement. Licensee's Group shall cooperate with Licensor to facilitate any such defence.
- 9.5 To the extent permissible by law, Licensee will indemnify Licensor and other Information Providers against all losses, claims, damages, expenses or costs which Licensor or other Information Providers have incurred or paid to any third party arising from access to or use of Information by Licensee's Group, except for costs incurred by Licensor in connection with Clause 9.4 above.
- Licensor shall promptly notify Licensee in writing of any such losses, claims, damages, expenses or costs and Licensee shall have control of the settlement and defence of any action to which this indemnity relates. Licensor shall cooperate with Licensee to facilitate any such defence.
- 9.6 Except in connection with (i) Licensee's payment obligations under this Agreement (ii) each party's indemnification obligations as set forth in this Clause 9 and (iii) any liability that cannot lawfully be excluded, neither party shall be liable to the other party, or to others directly or indirectly making use of Information, for any direct, indirect or consequential loss, damage, injury, cost or expense arising in any way out of access to, provision or use of Information.

10. Confidentiality

- 10.1 Each party to the Agreement acknowledges that confidential information, including material of a confidential nature relating to this Agreement, the business of the other or of third parties may be disclosed to it under the Agreement. Each party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of the Agreement.



This obligation does not apply to information, specifications or material which:

- (a) at the time of disclosure are already through no fault of either party in the public domain,
- (b) have not been identified as confidential and which no reasonable person would assume are confidential,
- (c) after disclosure become generally available to third parties through no fault of the party that disclosed them,
- (d) are or become rightfully known to either party without restriction from another source,
- (e) are required to be disclosed by order of legal or regulatory authorities.

10.2 No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement will be made or sent by either Party without the prior consent of the other. This consent will not be unreasonably withheld.

11. Termination

11.1 In addition to rights of termination specified elsewhere in the Agreement, the Agreement may be terminated immediately or on the date specified in written notice by the party not at fault if any of the following events occur:

- (a) If the other party commits a material breach of the terms or conditions of the Agreement and fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) days after receiving written notice from the party not at fault requiring it to do so, or subsequently commits a breach of the same obligation. For the purpose of this Agreement a material breach shall include any breach which places the other party at risk of loss or damage in excess of five thousand euros (€ 5,000).

Licensee shall in any event be deemed to have committed a material breach in the following cases: failure to secure adequate Subscriber Agreements, misrepresentation of Information, failure to pay fees in accordance with the Agreement, failure to control, detect or report unauthorised distribution of Information, failure to comply with any request to suspend or terminate distribution of Information or failure to co-operate with an audit.

- (b) If the other party presents a petition or has a petition presented by a creditor for its winding up, or enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or has a receiver of all or any of its undertakings or assets appointed, or ceases to carry on business.

11.2 If the Licensee commits a material breach of this Agreement and, having been given the reasonable opportunity to rectify such breach, has not done so, Licensor may immediately suspend the provision of Information in whole or in part without penalty until the breach is remedied.

12. Agreement Variations

12.1 Subject to Clauses 12.2, 12.3, 12.4 12.5 and 12.6, and except as otherwise provided in the Agreement, no variation of the terms and conditions of the Agreement shall be effective unless expressly agreed in writing by both parties.



- 12.2 Licensee may add to and change the Licensee's proposed receipt and usage of Information, contact details and details of Affiliated Companies in IDA Summary Attachment A, on submission of written notification to Licensor. Licensee is required to notify Licensor promptly of all such changes. Such changes may be deemed to be accepted by Licensor unless Licensor objects in writing within thirty (30) days of receiving the notification. Licensee may propose changes to Service Facilitators specified in IDA Summary Attachment A by submission of a revised IDA Summary Attachment A. Any such change is subject to prior approval by Licensor of the revised IDA Summary Attachment A.
- 12.3 Licensor may amend the structure and Licensor's Content of the IDA Summary Attachment A from time to time, for example to include new types of licensed usage and distribution methods. For the purpose of this clause "Licensor's Content" shall mean any information in IDA Summary Attachment A that is not provided by Licensee.
- 12.4 Licensor may add to or change the Information described in IDA Appendix 1 from time to time in accordance with Clause 3 and may make additional feeds of Information available on reasonable notice to Licensee.
- 12.5 Licensor may add to or amend IDA Appendix 2 in accordance with Clause 7. All changes to IDA Appendix 2 shall apply and be available equally to all Licensees, where applicable to their receipt and use of Information.
- 12.6 Licensor may add to or change IDA Appendix 3 from time to time, for example to address changes in technology or to facilitate wider use of Information.
- 12.7 Licensor shall notify Licensee in writing at least ninety (90) days in advance of any proposed change to IDA Summary Attachment A and IDA Appendix 3. All changes to the structure and Licensor's Content of IDA Summary Attachment A and to IDA Appendix 3 shall apply and be available equally to all Licensees, where applicable to their receipt and use of Information.

Licensee shall be deemed to have accepted the proposed change unless Licensee objects in writing within thirty (30) days from the date of notification of the proposed change. If Licensee objects to the proposed change, either party has the right to terminate the Agreement by written notice, the termination to take effect on the date of the proposed change or thirty (30) days from the date notice of termination is sent, whichever is the later.

13. General

- 13.1 Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either party, for example flood, extraordinary weather conditions, earthquake or other Act of God, fire, war, insurrection, riot, labour dispute or act of Government. However, either party may terminate the Agreement on thirty (30) days notice if the other party has been prevented from complying with the Agreement for more than sixty (60) days.
- 13.2 If any part, term or provision of the Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected. The parties shall replace the invalid part, term or provision with a valid one that best reflects the original intention of the parties.
- 13.3 Licensor is entitled to rely on the validity of any representation, notice or communication from an officer of the Licensee and from the authorised contacts listed by Licensee in IDA Summary Attachment A (the "Authorised Contacts").



- 13.4 Licensee agrees to inform Licensor promptly of any change in the details of Authorised Contacts and to comply with any reasonable procedures or disciplines introduced by Licensor for the purpose of validating communications from Authorised Contacts.
- 13.5 The failure of either party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other party.
- 13.6 The provisions of Clauses 2, 5.3, 5.4, 5.5, 5.10, 5.11, 7.1, 7.4, 7.5, 8.2 (for two (2) years following termination), 9, 10 and 13 shall survive termination of the Agreement, except where they relate to rights granted to Licensee only during the term of the Agreement.

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