



Addendum

Extended RIC Licence (EEA Real Time Consolidated Datafeed Switching)

This Addendum should be read in conjunction with and is subject to the terms of the Agreement between [*Name of TR entity*] ("TR") and [*Name of Client*] ("Client") dated [*Insert Date*] (the Agreement).¹ In the event of any discrepancy between the terms of this Addendum and of the Agreement in connection with the subject matter of this Addendum, the terms of this Addendum shall prevail. Subject to this Addendum, all terms of the Agreement remain unaffected.

1. Extended RIC Licence (Switching)

In consideration for the Charges set out herein and in Schedule I hereto, TR hereby grants Client a non-exclusive, non-transferable, licence to use the number of Eligible RICs specified in Schedule I in its Server-based Applications to access, identify and retrieve real-time financial data analogous to that contained in the RT Service from a third party vendor's Consolidated Real-Time Datafeed solely to facilitate Switching, subject to the conditions set out in this Addendum (the "**Extended RIC Licence**"):

- 1.1 The Extended RIC Licence takes effect on the Effective Date and will continue for so long as Client pays the Charges, subject to termination pursuant to Clause 3 below.
- 1.2 The Extended RIC Licence is granted solely to facilitate Switching in one or more of Client's Server-Based Applications wherever located, provided that such Server-Based Application(s) serve EEA-based businesses of Client. Client's Server-Based Applications which serve its businesses elsewhere are also included where reasonably required to give effect to Switching for the benefit of Client's EEA-based businesses.
- 1.3 The Extended RIC Licence will initially cover, at Client's option, a number of Eligible RICs no greater than the number licensed to Client under the RT Service as part of the Business Activity or Business Activities subscribed to under its RT Service as at the Effective Date. Subsequently, Client can increase the number of Eligible RICs covered within the relevant Business Activity under the Extended RIC Licence to facilitate Switching upon execution of an amended Schedule I, subject to payment of applicable Charges.

¹ Either Reuters Services Contract/Reuters Business Principles (RSC/RBP), Thomson Reuters Services Contract/Thomson Reuters Business Principles (TRSC/TRBP), Reuters Global Agreement (RGA) or Thomson Reuters Global Agreement (TRGA) and any successor thereof, as appropriate.

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- 1.4 Client may use the Extended RIC licence to support the relevant Business Activity by storing and using the number of Eligible RICs specified in Schedule I for the sole purpose of Switching, including associating such RICs with the corresponding Official Code, along with standard venue and currency identifiers as well as any other proprietary identifier that the Client is permitted to use by a third party datafeed vendor in its Security Master Database (subject to Clause 3 below).
- 1.5 Subject to Clause 2, Client may Distribute Eligible RICs solely for the purpose of Switching. For the avoidance of doubt Client may not Redistribute Eligible RICs under this Extended RIC License but Client may obtain certain rights to Redistribute Eligible RICs by subscribing to the TPL and any successor to the TPL.
- 1.6 For the avoidance of doubt, third party vendors of a Consolidated Real-Time Datafeed are not eligible for and shall not in any circumstance have any rights under the Extended RIC Licence, irrespective of whether they subscribe to the RT Service or any part thereof for any reason.
- 1.7 TR will provide Client with regular updates of Eligible RICs in line with the Client's subscription, carried on Thomson Reuters Consolidated Real-Time Datafeed and, where applicable, the relevant venue, source, currency and/or description as well as the corresponding Official Code (where Client has obtained a licence for the Official Code from the appropriate third party). These updates will be made available on the same frequency as existing RIC updates are provided to customers.
- 1.8 TR will continue to make available the RT Service to the Client on the current applicable terms for a period of not less than 12 months from the Effective Date, subject to TR's standard termination rights for cause under the Agreement.
- 1.9 TR reserves the right to discontinue any aspect of the updates provided pursuant to Clause 1.6 that it ceases to provide as part of other client services in the ordinary course of its business by giving Client not less than 6 months notice.

2. Development of Switching Tools by or on behalf of Client

For the avoidance of doubt, Client will not directly or indirectly, explicitly or implicitly allow Eligible RICs to be Redistributed to, received by, accessed, stored, manipulated, processed or otherwise used by any software, hardware or other device unless (i) the development work involving any access, storage, manipulation or processing of Eligible RICs is carried out by or specifically on behalf of Client under the TR contractual development licence for the RT Service, or (ii) supplied by TR, in either case solely for Client's own use under this Extended RIC Licence. In the former case, after completion of any such development work by a third party on behalf of Client, Client undertakes that the relevant third party will delete any such

Eligible RICs from any of the third party's software, hardware or other devices or systems.

3. Termination

Notwithstanding the perpetual nature of the Extended RIC Licence,

- 3.1 Client may (i) reduce the set of Eligible RICs which it subscribes to, (ii) cancel its subscription to the Extended RIC Licence, and/or (iii) terminate the Addendum at any time by giving TR not less than 3 months' notice. For the avoidance of doubt, cancellation or termination of the Extended RIC Licence for any reason will cause the regular updates referenced under Clause 1.7 to terminate at the same time.
- 3.2 TR may terminate the Addendum immediately:
 - 3.2.1 in the event of any material breach by Client of the conditions set out herein (including without limitation a breach of Clause 2), provided that the Addendum will continue if Client remedies a breach which is capable of being remedied within 30 days of receipt of written notice of the breach.
 - 3.2.2 without notice if:(a) the Client enters into a composition with its creditors; (b) a court order is made for the winding up of the Client; (c) an effective resolution is passed for the winding up of the Client (other than for the purposes of amalgamation or reconstruction); or (d) the Client has a receiver, manager, administrative receiver or administrator appointed in respect of it.
- 3.3 Subject to TR's right under Clause 3.2, unless Client notifies TR to the contrary, the Addendum, together with those terms and conditions of the Agreement which are necessary for the interpretation and enforcement of the Extended RIC Licence (including the regular updates referenced under Clause 1.7) shall survive termination or expiry of the Agreement and shall continue in full force and effect.
- 3.3 In the event of termination or expiry of the Addendum, Client will fully delete all Eligible RICs from the relevant Server-based Applications and other devices where they have been stored except to the extent required by any applicable laws or regulations.
- 3.4 In the event of any dispute arising between Thomson Reuters and an Eligible Customer in relation to the application of clauses 1.2 or 3.2 of the Extended RIC License or clauses 6.4 of the Commitment, the matter shall be referred for resolution at a senior executive level between representatives of TR and the Client. Failing resolution, the matter shall be referred promptly for determination by an independent expert, chosen from a list of approved persons in accordance with the procedure contained in Schedule II.

4. Charges

- 4.1 The charges for the Extended RIC Licence are set out in Schedule I.
- 4.2 TR may, effective on the first day of each January, annually increase such charges by no more than the change in the consumer price index being the percentage increase of the most recently published 12 months OECD Major Seven All Items index.
- 4.3 In addition to Clause 4.2, TR may amend the fees during the period identified in Clause 2.2 of the Commitment under the conditions set out by Clause 6.2 of the Commitment and/or Article (9)2 of Council Regulation No. 1/2003. Thereafter, TR may amend the fees from time to time provided that any such change is objectively justified and is unlikely to undermine the effectiveness of the Commitment. In both cases, any such change will be effective on the first day of January following the notice of change to the customer.

5. Liability and Indemnity

- 5.1 TR makes no warranties, conditions, guarantees or representations, express or implied, with respect to the Extended RIC Licence including any warranty of satisfactory quality or fitness for Switching and Client acknowledges that using Eligible RICs to retrieve third party data may not in all circumstances be practical or feasible and may be technically problematic giving rise to data integrity or other functionality issues.
- 5.2 Notwithstanding the Liability Clause in the Agreement but subject to TR's indemnity for breaches of a third party's Intellectual Property Rights as set out in the Indemnity Clause of the Agreement, neither TR nor any member of the TR Group shall be liable for any damages in respect of any direct or indirect loss incurred by Client in connection with the use of this Extended RIC Licence, and Client shall indemnify TR and the TR Group against any Damage which TR incurs in relation to such use.
- 5.3 TR's audit rights (as set out in the Agreement) will apply solely for the purpose of TR ensuring and verifying a Client's compliance with the terms of the Extended RIC Licence. TR will be entitled to extract and use relevant data from the Client's existing internal control or entitlement systems for data compliance purposes and from any RIC compliance component which TR may require, provided always that such data is limited to relevant information which is necessary to ensure and verify the customer's compliance with the terms of the Extended RIC Licence and not for any other purpose.

6. Definitions and Interpretation

Capitalised terms which are not defined in this Addendum have the meaning ascribed to them in the Agreement. The Extended RIC Licence shall be treated as an Enterprise Service under the Agreement. For the avoidance of doubt, for the purpose of this Addendum:

- (i) references to "**Information**" in the Agreement (i.e. TR-sourced information as further defined in the Agreement) do not include RICs, except for the purpose of Clause 5.2 above;
- (ii) references in this Addendum to "**TR**" include, where the context requires, its Affiliates, and, for the avoidance of doubt, any reference to Reuters and Reuters Group in the Agreement shall mean respectively TR and TR Group.

"Affiliates" - Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlling, controlled by or is under common control of such entities. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"Attributed OTC RIC" - the RIC symbol associated with a specific price or value sourced from a specific contributor who is identifiable by the RIC.

"Business Activity" - the business process for which the RT Service is licensed to Client at the Effective Date, specifically: (i) programmatic/automated trading; (ii) instrument pricing; (iii) market/credit risk, or (iv) portfolio management and valuations.

"Commitment" - the commitment agreed between TR and the European Commission in Case COMP/D2/39.654.

"Consolidated Real-Time Datafeed" - a real-time market datafeed aggregated from multiple sources, including exchanges and OTC sources, either worldwide or from one or several geographic regions, which applies a level of data normalisation and a common data model and symbology structure and is generally enhanced by the vendor with value-added derived information or supplemented by value-added content from sources other than the originating source (e.g. an exchange). This defined term does not include direct real-time datafeeds directly originating from exchanges or MTFs, nor the Bloomberg Server API, including any successor products with equivalent characteristics.

"Distribute" - to send to other Server-based Applications within the Site and in Recipient Locations.

"EEA" - Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom. For the purposes of this Extended RIC Licence, it will also include Switzerland.

"Effective Date" - The date of signature of this Addendum (without amendments) by the Client.

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“Eligible RICs” - all RIC symbols (licensable under the RT Service) directly associated with a price for an individual financial instrument or a value for an index carried on Thomson Reuters Consolidated Real-Time Datafeed, except Attributed OTC RICs.

“Official Codes” - the International Securities Identification Number and National Numbering Agency symbols or identifiers.

“OTC” - ‘Over the Counter’, refers to the market conducted directly between dealers and principals via a telephone or computer network rather than on an exchange.

“Redistribute” - to send outside of the Site or any Recipient Location in the ordinary course of Client’s business.

“RICs” – For the purpose of the Extended RIC Licence, RIC symbols and/or Reuters Instrument Codes, the set of proprietary symbols developed and maintained by the TR Group for defining unique data records which TR carried or is carrying on its real-time integrated data network.

“RT Service” - the TR service for the supply of the TR Consolidated Real-Time Datafeed for consumption in Server-based Applications, known as the TR Real-Time Service (previously known as Reuters Datascope Real-Time Service or ‘RDRT’), and any successor to that service.

“Security Master Database” - a database owned or leased and maintained by Client containing static, semi-static, time series and relationships information associated to financial instruments and indices that Client is monitoring and maintaining for the purpose of identifying such instruments and indices, as well as for end of day processing, clearing and settlement, and trade processing purposes.

“Server-based Application” - a software application that consumes and uses financial data from a Consolidated Real-Time Datafeed directly through an enterprise platform application programming interface, and not through an interface provided by desktop software.

"Switching" means:

(i) the substitution by the Client of the RT Service by a third party vendor’s Consolidated Real-Time Datafeed service; and/or

(ii) the subscription by the Client to a third party vendor’s Consolidated Real-Time Datafeed service in addition to the RT Service (for example, as a back up solution in case of emergency outages of the primary Consolidated Real-Time Datafeed service, or to enable the testing of the functionalities and reliability of the new Consolidated Real-Time Datafeed),

in each case as an ongoing source of real-time financial data for consumption in one or more of the Client's Server-Based Applications, subject to Clause 1.2 of this Addendum.

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"TPL" – The Transaction Processing Licence offered by TR which enables Clients to use RICs as an identifier within straight through processing on the terms contained therein.

"TR Group" – TR, its Affiliates, and their predecessors and assigns.

**Schedule I
to Addendum**

Extended RIC Licence (EEA Real Time Consolidated Datafeed Switching)

Business Activities	Number of Unique Eligible RICs	Client Fee
TOTAL		

**Schedule II
to Addendum**

**Dispute Resolution Procedure in relation to Clauses 1.2 or 3.2 of the Extended
RIC License or Clause 6.4 of the Commitment**

1. The following procedure shall be applied in good faith in order to resolve any dispute arising from or in connection with the application of Clauses 1.2 or 3.2 of the Addendum or Clauses 6.4 of the Commitment ("**Dispute**").
 - (a) In the event of a Dispute, the initiating party may send notice to the other party specifying the Dispute in reasonable detail and requesting a meeting (which may be in person, by telephone or videoconference) to resolve it. The parties will meet for this purpose as soon as reasonably practicable and in any event no later than ten (10) days of service of the notice. Such meeting will be attended by a senior executive of each of the parties with authority to resolve the Dispute. The parties shall use all reasonable endeavours during the thirty (30) days following service of the notice to resolve through negotiation the Dispute specified in the notice.
 - (b) If the Dispute is not resolved in accordance with Clause 1 (a) above within thirty (30) days of service of the notice, then either party may promptly refer the Dispute in writing for final settlement to one of the independent experts contained in the attached list at Annex [●] (as updated from time to time) ("**Expert**") within ten (10) days after the expiry of the period. In the event the parties refer the Dispute to different Experts, the first referral in time shall prevail. If the parties are not able to agree on the identity of the Expert, it shall be decided by the [●]. The Expert shall be deemed to act as an expert and not as an arbitrator.
 - (c) The Expert will be a suitably experienced, independent and qualified lawyer who has had no material relationship with either of the parties in the three (3) years preceding the date of appointment. The Expert shall sign a declaration to the effect that there are no circumstances known to him likely to give rise to justifiable doubts as to his independence and impartiality. The Expert shall assume a continuing duty to disclose any such circumstances, if such circumstances should arise after the date of such declaration and before the Expert determination is concluded. The parties hereby agree that all Experts listed in Annex [●] (as updated from time to time) are suitable for these purposes.
 - (d) The parties shall within twenty (20) days of the Expert's appointment, each submit written submissions to the Expert and/or send documents to him in relation to the Dispute and to each other and ten (10) days thereafter shall submit any written replies they wish to make to the Expert and to each other.
 - (e) In addition, the parties shall if requested make available to the Expert any documentation or information that the Expert considers reasonably necessary in reaching his decision on the issues between the parties, including but not limited to, full access to all correspondence and other documentation and materials relating to the Addendum and/or the Commitments, having regard to the deadline for a decision as set out at Clause 1(g).
 - (f) The Expert shall, in addition, have the right, subject to prior notification and consent from the parties, to seek any independent legal, technical or other expert assistance as

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he considers reasonably necessary in relation to any matters giving rise to the Dispute, having regard to the timeframe set out at Clause 1(g).

- (g) The Expert shall be required to give his decision within ninety (90) days of his appointment. The parties agree to be bound by the determination of the Expert whose decision shall, except in the case of fraud or manifest error, be final and binding on the parties and neither be subject to appeal nor challenge for any reason.
- (h) All negotiations between the parties and Expert determinations in accordance with this Clause 1 shall be conducted in strict confidence and shall not be used in evidence or referred to in any way without the prior written consent of both parties, except insofar as necessary to assist other Experts appointed in other similar disputes arising in connection with the Addendum and/or the Commitments to reach a decision (whereby a non-confidential version of the Expert's decision shall be provided to the relevant other Expert).
- (i) Liability for the fees of the Expert (including any legal, technical or other expert sought by the Expert) and the costs (including legal costs) of the parties shall be borne in such proportions as the Expert shall determine in his absolute discretion.
- (j) Notwithstanding any other provisions in this Clause 1, nothing herein shall prevent the parties from taking steps to preserve or enforce the Expert's decision in a court of competent jurisdiction as set out in the underlying contract between the parties.

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SIGNED for and on behalf of
[TR entity Name]

SIGNED for and on behalf of
[Client Name]

Name:

Name:

Title :

Title:

Date:.....