THOMSON REUTERS

THIRD PARTY DEVELOPER RIC LICENCE (ERL SWITCHING TOOL) ORDER FORM / AGREEMENT

This Order Form is subject to the terms and conditions set out below (together the "**Agreement**") which set forth the terms and conditions under which TR provides Developer the Service described below**.**

Quote Number	
Account Manager	
Agreement Type	THIRD PARTY DEVELOPER RIC LICENCE (ERL Switching Tool) *(stand-alone licence)*
Agreement Number	
Developer Termination Notification Period	90 Days
Billing Frequency	
Date (dd/mm/yyyy)	

Third Party Developer Contracting Entity ("Developer")	**Developer Contact(s)**	
	Name	
	Email	
	Phone	
Account Number:		

Invoice Address	**Invoice Contact(s)**	
	Name	
	Email	
	Phone	
Account Number:		

Total summary of costs related to this Order Form	
Monthly Recurring Additions Total	

Service Type	Product	Qty	Net Unit Price	Line Total
[]				

TERMS AND CONDITIONS

1. LICENCE

1.1 In consideration for the Fees set out above, TR hereby grants Developer a non-exclusive, non-transferable licence to use Eligible RICs in the Authorized Location(s), solely to the extent and for the purposes set out below and subject to the terms and conditions of this Agreement (the "**Third Party RIC Licence**").

1.2 Developer will use the number of Eligible RICs specified above for the sole purposes of developing, testing, modifying an ERL Switching Tool and supplying it to Eligible Customers. Developer will also have the right to maintain and update an ERL Switching Tool as set out in Clause 1.8. Developer will not use, publish or redistribute RICs for any other purpose.

1.3 It is a condition of the grant of the Third Party RIC Licence that Developer is not (i) a vendor, re-seller or re-distributor of Market Data which requires symbology for identification and navigation; and (ii) any developer that is directly or indirectly controlling, controlled by or under common control with a vendor, re-seller or re-distributor as described in (i); and (iii) any developer party to any arrangement (including any form of joint selling arrangement) with one or more vendors, re-sellers or re-distributors as described in (i) for the purpose of supplying that vendor's, re-seller's or re-distributor's Consolidated Real-Time Datafeed to customers as if it were a RIC-enabled Consolidated Real-Time Datafeed.

    a) 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.

    b) Nothing in this definition prevents Developer from entering into any form of cooperation agreement with a Consolidated Real-Time Datafeed vendor in connection with the development, maintenance, supply and marketing of an ERL Switching Tool, provided always that (i) it complies with the provisions of this Clause 1.3; and (ii) it does not result in any way in the Consolidated Real-Time Datafeed vendor either having direct or indirect access to RICs or holding itself out as having such access or as being able to provide RICs as part of its Consolidated Real-Time Datafeed offering.

    c) Subject to this Clause 1.3, examples of cooperation therefore permitted under this Clause 1.3 include: (i) a licensing and support agreement for the use of the third party vendor's codes in order to develop, market and maintain the ERL Switching Tool; (ii) cooperation in relation to the design, build and maintenance of the Switching Tool; (iii) joint or reciprocal advertising or promotional arrangements (including advertising or promoting the fact that the Consolidated Real-Time Datafeed vendor recommends Developer, or may be willing to provide certain endorsements and guarantees (financial or otherwise) regarding the supply and maintenance of the ERL Switching Tool by Developer); (iv) arrangements allowing joint representation of the Consolidated Real-Time Datafeed vendor and Developer by either party (acting as agent of the other) in the sales engagement process (including discussions and negotiations with Eligible Customers) provided always that the Eligible Customer executes separate contracts with each of the Consolidated Real-Time Datafeed vendor and Developer for the third party Consolidated Real-Time Datafeed service and the ERL Switching Tool respectively, notwithstanding that certain terms of the contracts may be aligned; and (v) cooperation for the provision of after-sales support .

    d) For the avoidance of doubt, subject to the rights of any relevant third party in Official Codes or other third party symbols, Developer may provide to the Consolidated Real-Time Datafeed vendor (i) such information of a general nature about the type and format of data TR includes in the cross-referencing information as part of the RIC updates as is necessary in order to enable the Consolidated Real-Time Datafeed vendor to provide cross-referencing information of the same type and format (and which in turn correlates to its own identifiers) in order to facilitate mapping as part of an ERL Switching Tool. Examples of such information include:(A) for an exchange traded equity: Code Type, Code, Currency and Venue and (B) for a non-exchange traded bond: Type, Issuer, Coupon, Maturity and Description); and (ii) the actual cross referencing information provided by TR as part of the RIC update support service (but not the RIC itself) on an ad hoc basis for exception processing, i.e. where Developer has been unable to map to the Consolidated Real-Time Datafeed vendor's symbology in the first instance having used, in accordance with industry standard procedure, Thomson Reuters and the Consolidated Real-Time Datafeed vendor's respective update support service in order to achieve such mapping. Examples of actual cross referencing information corresponding to the examples of general information given in (i) above, may include (A) for an exchange traded equity (such as BP Ord) Code Type: SDL, Code: 0798059, Currency: GBP and Venue: LSE; and (B) for a non-exchange traded bond (such as an Australian Government Bond), Type: Treasury Bond, Issuer: AUT, Coupon: 5.75, Maturity: 2012 Feb, Description: Australian Government. Developer will establish and retain a record of such cross-referencing information provided to each Consolidated Real-Time Datafeed vendor. Such record will be provided to TR as part of Developer's annual compliance certificate given pursuant to Clause 12 below as well as within 5 (five) working days of a request by TR.

1.4 In view of the competitively sensitive nature of such detailed information, the right in Clause 1.3(d)(ii) above is conditional on the Consolidated Real-Time Datafeed vendor agreeing that it will ensure that such cross-referencing information (i) is only used for the purpose of correlating its own identifier and resolving Developer's mapping query in order to facilitate Switching; (ii) is accessed and handled only by members of a Ring-fenced Team, notably through the establishment and maintenance of sufficient operational controls including the imposition of firewalls and password protection to ensure data access is appropriately restricted, and the designation of an employee with overall responsibility to oversee the effectiveness and maintenance of such operational controls; (iii) is not distributed or redistributed or shared in any way with anyone outside such Ring-fenced Team except with other Developers with the same mapping queries; and (iv) is only stored or included in any database in respect of successful mapping queries, i.e. where the Consolidated Real-Time Datafeed vendor has been able to map to its own cross-referencing information and identifiers to the corresponding RIC related cross-referencing information while all cross-referencing information relating to RICs for which the Ring-fenced Team could not find an equivalent third party vendor identifier will be deleted immediately after the failed mapping query from Developer. Developer will therefore only provide such data to the Consolidated Real-Time Datafeed vendor who has signed and delivered to TR an undertaking in the form annexed as Schedule II. In the event that a Consolidated Real-Time Datafeed vendor breaches such undertaking, Developer will immediately cease to share any cross-referencing information with such Consolidated Real-Time Datafeed vendor under Clause 1.3(d) above until TR has confirmed that the breach has been remedied. Developer's failure to comply with this Clause 1.4 will be treated as a material breach of the Third Party RIC Licence.

1.5 Developer will notify TR promptly if it fails to satisfy of any the conditions in Clauses 1.3 and 1.4 either at the Effective Date or at any time during the Agreement.

1.6 The Third Party RIC Licence takes effect on the Effective Date and, subject to termination pursuant to Clause 11, will continue for so long as Developer pays the Fees.

1.7 Developer can increase or reduce the number of Eligible RICs to which it subscribes under the Third Party RIC Licence upon execution of an amended Order Form, which will reflect the amended Fees. The RIC updates provided by TR under Clause 4 will be modified accordingly.

1.8 TR grants Developer the right to maintain and update the cross-referencing file included in an ERL Switching Tool, using the TR support set out in Clause 4:

a) At the Authorized Location for Developer's internal purposes in support of its RIC usage rights under Clause 1.2 (thereby enabling Developer to supply the ERL Switching Tool to Eligible Customers without the need to delete all Eligible RICs from one Eligible Customer development to another).

b) At Eligible Customers' option, to operate, maintain and update the TR cross referencing file as part of the Switching Tool at Eligible Customers' premises, which can involve the installation, operation and maintenance of servers and other infrastructure performing software upgrades and the delivery of regular updates of the cross-referencing file for use by the Eligible Client in its ERL Switching Tool as part of any ongoing maintenance of such Switching Tool.

1.9 This Third Party RIC Licence grants the licence rights required by Developer to develop, an ERL Switching Tool for distribution to Eligible Customer and to maintain and update the cross referencing file as part of the ERL Switching Tool. If Developer wishes to access the TR API, the Developer shall need to be or become a member of TR's Partner Access Program (TR's open third party program for access to that TR API), irrespective of whether the access is for the purpose of Switching.

1.10 Developer hereby undertakes only to provide an ERL Switching Tool to an Eligible Customer subscribing to the ERL. Before committing to supply an ERL Switching Tool to any Eligible Customer, Developer must obtain and retain a copy of the Eligible Customer's duly executed ERL together with the confirmation from the Eligible Customer that the ERL has not terminated or expired for any reason.

1.11 Developer hereby undertakes only to include in an Eligible Customer's ERL Switching Tool the number of Eligible RICs for which the Eligible Customer is duly licensed under its ERL, as set out in the ERL (as amended from time to time).

2.   OTHER LICENCE RESTRICTIONS

Except as in each case required by any law, Developer will not: (a) except as expressly permitted in this Agreement, disclose, make available, transfer or distribute, in whole or in part, any RICs or RIC updates under Clause 4 to any third party or customer; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any RICs or RIC updates.

3.   DEVELOPER MARKETING MATERIALS

3.1 TR grants Developer the right to use the name "Thomson Reuters" and the trademark 'RICs' in marketing materials, press releases, sales literature, print collateral, and/or Developer web pages (**Developer Marketing Materials**) solely for the purpose of stating that Developer is licensed by TR to develop and distribute an ERL Switching Tool to subscribers of the ERL and indicating that the Developer's ERL Switching Tool incorporates TR RICs.

3.2 Prior to any use, Developer will submit to TR samples of any Developer Marketing Materials using the TR Marks for TR's approval, with such redactions as may be reasonably necessary to protect the confidentiality of the identity of any third party and to avoid the exchange of commercially sensitive information concerning any cooperation or support arrangements with any third party pursuant to Clause 1.3(b). Developer will comply with any TR guidelines available at http://brand.thomsonreuters.com for using the TR Marks. If, within 30 business days from the date of receipt of such samples, TR disapproves of any use of the TR Marks by Developer, Developer agrees to amend the use of the TR Marks as requested by TR. Developer Marketing Materials substantially identical to materials that have been previously reviewed do not require another such submission.

3.3 For avoidance of doubt, Developer may not use the TR logo or any other TR brand unless the parties agree otherwise in writing. Member will not make any statements to the effect or which imply that Developer, and/or the ERL Switching Tool are certified, recommended or endorsed by TR.

3.4 Developer will make it clear in any Developer Marketing Materials that the Developer ERL Switching Tool is only available for sale to TR customers who have subscribed to the ERL, which TR is making available under the Commitment.

4.   SUPPORT

4.1 TR will provide Developer with regular updates of Eligible RICs in line with the Developer's subscription, together with such cross-referencing information as is necessary to identify uniquely the underlying real-time market data, to the extent such Eligible RICs and cross-referencing information are carried on the TR Consolidated Real-Time Datafeed Service thereby facilitating mapping to the alternative vendor's symbology as part of an ERL Switching Tool. Where applicable, such cross-referencing information will include for example the relevant venue, source, currency and/or description as well as the corresponding Official Code (where Developer 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 TR customers. TR will use reasonable efforts to assist the Developer in the resolution of data queries in respect of the cross-referencing information provided by TR insofar as required to develop and maintain an effective ERL Switching Tool, where this is within TR's reasonable control.

4.2 TR will exercise reasonable care and skill in providing the Developer with the support described in Clause 4, i.e. the same level of service as provided by TR to customers of the TR Consolidated Real-Time Service.

4.3 TR reserves the right to discontinue any aspect of the updates provided pursuant to Clause 4.1 that it ceases to provide as part of other client services in the ordinary course of its business by giving Developer not less than 6 months notice.

4.4 Except for the support provided by TR under Clause 4.1, Developer is solely responsible for providing at its expense all marketing, sales, installation and support for the ERL Switching Tool.

5. CONFIDENTIALITY

5.1 Each party agrees to hold the Confidential Information in confidence and not to disclose any part of it to any person other than to any person who has a need to know such Confidential Information for purposes of the Agreement. The Receiving Party will ensure that any such person complies with the obligations imposed on the Receiving Party under this clause. Each party agrees to: (a) not use the other's Confidential Information for any purpose other than in their dealings with each other; (b) delete and/or return to the Disclosing Party upon demand and termination of the Agreement, the Confidential Information except for one copy of such Confidential Information as is required to be retained by law or regulation; and (c) use reasonable endeavours to provide the Disclosing Party with prompt notice if any member of the Receiving Party's Group becomes legally compelled to disclose any of the Confidential Information, so that the Disclosing Party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the obligation of confidentiality will be waived to the extent necessary to comply with the law.

5.2 This obligation of confidentiality will not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the Receiving Party's Group becomes, generally available to the public; (b) becomes rightfully known to the Receiving Party's Group through a third party with no obligation of confidentiality; (c) the Receiving Party is able to prove was lawfully in the possession of the Receiving Party's Group prior to such disclosure; or (d) is independently developed by the Receiving Party's Group.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Developer agrees that, all Intellectual Property Rights in RICs provided by TR under this Agreement are and shall remain the property of the TR Group.

6.2 TR agrees that all Intellectual Property Rights in any Developer Marks or the ERL Switching Tool are the property of Developer subject only to the above TR' rights and to any third party rights in Official Codes or other third party symbols used in the ERL Switching Tool, in respect of which Developer is responsible for obtaining any appropriate licence from the relevant third party.

7. PAYMENT

7.1 Fees. Developer agrees to pay the applicable Fees specified in the Order Form or otherwise payable under this Agreement. In addition to the Fees, Developer will pay to TR (or the relevant taxing authority as appropriate) all applicable taxes and duties (including but not limited to withholding tax) payable under this Agreement, so that after payment of such taxes and duties the amount received by TR is not less than the Fees.

7.2 Unless otherwise stated above, TR shall invoice Developer any monthly recurring Fees quarterly in advance.

7.3 All Fees shall be billable from the first day of the month following the date such Service was made available to the Developer, and thereafter until the remainder of the month in which the cancellation of such Service takes effect. Such payment will be due within thirty (30) days of the invoice date.

7.4 The pricing currency of the Service on this Order Form is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on Developer's invoice may vary from one billing period to the next.

7.5 Change in Fees. TR reserves the right to increase such Fees on an annual basis to take account of inflation, such fee increase not to exceed the change in the consumer price index being the percentage increase of the most recently published 12 month OECD Major Seven All Items index.

8. NO WARRANTY

8.1 To the extent permitted by law, TR makes no warranties, conditions, guarantees or representations, express or implied, with respect to the Third Party RIC Licence including any warranty of satisfactory quality or fitness for Switching.

8.2 Developer 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.

9. LIABILITY

9.1 TR's aggregate liability to Developer in any calendar year for Damages (arising out of negligence or otherwise) in connection with TR's obligations under Clause 4 shall not exceed the Fees paid by Developer to TR for the Third Party RIC Licence during the 12 month period immediately preceding such claim. This limit on liability does not apply to TR's indemnification obligations.

9.2 Other than with respect to actions arising out of Gross Negligence or willful misconduct, neither TR nor any member of the TR Group shall be liable for any Damages (arising out of negligence or otherwise) resulting from: (a) Developer's decisions regarding the use of the Clause 4 support; (b) any actions taken in reliance on the Clause 4 support by Developer or individuals accessing the same through Developer; or (c) any error, interruption or delay in the provision of the Clause 4 support.

9.3 Under no circumstances will TR or any member of the TR group be liable for any: (a) indirect, incidental, special or consequential Damages with respect to its clause 4 support or use of this Third Party RIC Licence; (b) loss of data; or (c) lost profits, regardless of whether or not such Damages could have been foreseen or prevented.

9.4 TR shall not be liable for any loss or failure to perform its obligations under Clause 4 of the Agreement due to circumstances of Force Majeure.

9.5 Subject to the above provisions of Clause 9, 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 Developer in connection with the use of this Third Party RIC Licence.

9.6 Developer shall indemnify TR and the TR Group against any Damage which TR incurs in relation to the use of this Third Party RIC Licence not arising from TR's Gross Negligence or wilful misconduct.

9.7 Nothing herein shall be understood to limit any liability that cannot be limited under law.

10. INDEMNITY

10.1 TR Indemnity.
(a) TR will defend, indemnify and hold Developer (and its officers, directors, agents and employees) harmless from and against any claim, demand, cause of action, debt or liability (collectively, **Claim**)

by a third party that any aspect of the Third Party RIC Licence infringes any Intellectual Property Rights in the Authorized Location(s), provided that the relevant Claim does not arise as a result of: (i) use of RICs other than the most current RIC updates made available by TR to Developer under this Agreement, if infringement would have been avoided by the use of the most current updates; (ii) a modification of RICs by anyone other than TR; (iii) the combination or use of RICs or RIC updates with any third party application, software, hardware or other materials where such combination or use is the cause of such infringement or (iv) the Developer having failed to obtain any required licence for an Official Code from the appropriate third party, where such failure is the cause of such infringement;

(b) Upon notice of a Claim (or if in TR's reasonable opinion a Claim is likely) TR will have the right, at its option, to: (i) obtain for Developer the right to continue using the Eligible RICs and RIC updates; (ii) substitute any allegedly infringing aspect with substantially similar operating capabilities; or (iii) modify the RICs or RIC updates so they are no longer infringing. If TR determines that none of the foregoing remedies are reasonably available, TR may terminate Developer's right to the allegedly infringing RICs or RIC updates and refund to Developer the Fees paid for the Third Party RIC Licence, in which event, Developer will immediately cease use of the Licence.

10.2 <u>Developer Indemnity</u>. Developer will defend, indemnify and hold harmless TR (and its officers, directors, agents, employees and any other TR Group member) from and against any Claim by a third party which arises or results from: (a) any infringement or alleged infringement by the ERL Switching Tool of any Intellectual Property Right; (b) inadequate installation, maintenance or support of the ERL Switching Tool that Developer has provided to any Eligible Customer; or (d) Developer's breach of this Agreement.

10.3 <u>Notice and Participation</u>. Any obligation under the Agreement to indemnify arises only if: (a) the indemnifying party is given immediate and complete control of the indemnified claim; and (b) the indemnified party co-operates at the expense of the indemnifying party and does not materially prejudice the conduct of such claim.

11. **TERMINATION**

11.1 Developer may: (i) reduce the number of Eligible RICs which it subscribes to, (ii) cancel its subscription to the Third Party RIC Licence, and/or (iii) terminate the Agreement at any time by giving TR not less than 90 days' notice. For the avoidance of doubt, cancellation or termination of the Third Party RIC Licence for any reason will cause the regular updates referenced under Clause 4 to terminate at the same time.

11.2 TR may terminate the Agreement immediately:

11.2.1 in the event of any material breach by Developer of the conditions set out herein (including without limitation a breach of Clause 1), provided that the Agreement will continue if Developer remedies a breach within 30 days of receipt of written notice of the breach.

11.2.2 without notice if:(a) Developer enters into a composition with its creditors; (b) a court order is made for the winding up of Developer; (c) an effective resolution is passed for the winding up of Developer (other than for the purposes of amalgamation or reconstruction); or (d) Developer has a receiver, manager, administrative receiver or administrator appointed in respect of it.

11.3 TR may terminate the Agreement on not less than 90 days notice :
(a) if Developer fails to satisfy the condition set out in Clause 1.3 at any time during the Agreement; and
(b) at any time after the 5 year term of the Commitment only to the extent that the ERL has effectively become obsolete, i.e. if <u>all</u> existing ERLs of Eligible Customers have been validly cancelled or terminated in accordance with the terms of the ERL.

11.4 In the event of termination or expiry of the Agreement, Developer will immediately cease all use of RICs and RIC updates and fully delete or destroy any records of any RICs and RIC updates that Developer has in its possession (in whatever form stored or held), including from any ERL Switching Tool. If TR terminates the Agreement for breach of Clause 1.10 Developer will immediately procure the removal of Eligible RICs from any ERL Switching Tool provided to a customer in breach of Clause 1.10. For clarity, following termination, Developer may not promote, advertise, license, sell and/or install RICs as part of any switching tool. At TR's request, Developer will certify in writing that it has performed the foregoing obligations.

12 **AUDIT**

12.1 TR may, on giving Developer reasonable written notice, conduct a financial and/or technical audit of Developer's records, software, facilities and/or personnel solely to the extent necessary to verify that: (a) TR is being paid all amounts due to TR under this Agreement; (b) TR RICs are being used by Developer in accordance with the terms of this Agreement; and (c) the ERL Switching Tool was developed and is being distributed in compliance with the terms of this Agreement.

12.2 Developer will make such records, software and/or personnel available to TR, during normal business hours. Developer will permit TR access to Developer's development facilities and provide, if necessary, an environment that simulates an Eligible Customer's actual use of the ERL Switching Tool to verify that only Eligible RICs to which Eligible Customers are entitled to are distributed as part of any particular Eligible Customer.

12.3 TR will bear the cost of such audit unless it is determined that (a) Developer has underpaid TR by 5% or more; (b) Developer is using RICs other than in accordance with this Agreement; or (c) the ERL Switching Tool was not developed and/or distributed in compliance with the terms of this Agreement. In each such case, Developer will bear TR's reasonable costs of the audit (including reasonable travel costs).

12.4 Developer will certify to TR on an annual basis that it is in compliance with the terms of this Agreement, including the conditions in Clauses 1.3(d) and 1.4 above.

13. **GENERAL**

13.1 <u>Notices</u>. All notices under the Agreement will be sent in writing by email (except for notices of breach of the Agreement) registered mail, courier, fax or delivered in person at the address for notices set out on the Order Form.

13.2 Entire Agreement; Amendment. This Agreement comprises the entire agreement between the parties and shall not be amended except in writing and as agreed between the parties and signed by authorised signatories. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

13.3 Severability. If any part of this Agreement, not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

13.4 Assignment. Neither party may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other, except TR may transfer any or all of its rights or obligations under this Agreement to any other TR Group member. Any purported transfer, assignment or sub-license made in violation of this clause shall be void and have no effect.

13.5 Force Majeure. Neither party shall be liable for any loss or failure to perform any obligations under this Agreement due to an event beyond its reasonable control. If such circumstances continue for more than 3 months, either party may terminate this Agreement immediately on notice.

13.6 Dispute Resolution, Governing Law and Jurisdiction

(a) This Agreement is governed by the laws of England. Both parties consent to the non-exclusive jurisdiction of the English courts. In no event will this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. Further, UCITA whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified shall not apply to this Agreement and is hereby disclaimed.

(b) In the event of any dispute arising between TR and Developer in relation to the application of Clause 1.3 of this Agreement or of Clause 6.5 of the Commitment, the matter shall be referred for resolution at a senior executive level between representatives of TR and the Developer. Failing resolution, the matter shall be submitted promptly to administered expertise proceedings in accordance with the procedure contained in Schedule I.

13.7 Third Party Rights. Members of the TR Group have the right under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce and/or rely on the terms of the Agreement. The Act does not affect any right or remedy available to any member of TR Group apart from that Act.

13.8 Export Compliance. Developer, at its expense, shall comply with all applicable export laws or regulations of the United States and any other country having jurisdiction with respect to its use of the Third Party RIC Licence, including, without limitation, complying with import and export restrictions, obtaining any necessary consents, and registering or filing any documents.

13.9 Survival. Clauses 5, 6, 7, 8, 9, 10, 11.4, 12 and 13 shall survive termination of this Agreement for any reason.

14. DEFINITIONS

"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.

"Application" - any internal application licensed under the TR Consolidated Real-Time Datafeed Service (including any Server-based Application and associated downstream individual user application (View Charge Interface), and, in the case of Global Datafeed Licences, any other internal application covered by such a licence). This definition excludes any internal application licensed as part of a Packaged Desktop Service.

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

"Authorized Location" – the Developer location(s) specified on the Order Form.

"Commitment" – The Commitment given by TR to the European Commission in Case COMP/D2/39.654 - Reuters Instrument Codes.

"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, and 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 Feeds, news feeds nor for the purpose of the Commitment data supplied pursuant to server API licences.

In addition, this definition includes a service provided by a vendor which aggregates direct real-time datafeeds from sources or venues such as exchanges or MTFs is a Consolidated Real-Time Datafeed, provided that the service is unique, which means that the vendor is not simply redistributing direct feeds in substantially the same form as provided by the underlying sources, i.e. without (i) a level of data normalisation and (ii) value added content and/or a common symbology structure.

"Damages" – any loss, damage or cost.

"Desktop-based Application" - an internal application for individual use that consumes and uses real-time market data from a Consolidated Real-Time Datafeed under a Global Datafeed Licence. For the avoidance of doubt, use of such data in a Desktop-based Application is not licensable as part of a Packaged Desktop Service.

"Direct Feed" means direct real-time market datafeeds directly originating from the market data source such as exchanges or MTFs.

"Effective Date" – The date of signature of this Order Form and Agreement (without amendments) by the Client.

"Eligible Customers" – TR customers, other than a third party vendor of Consolidated Real-Time Datafeeds, that are eligible to subscribe to the ERL pursuant to the Commitment, and are subscribing to the ERL.

"Eligible RICs" – all RIC symbols (licensable under the TR Consolidated Real-Time Datafeed 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. For the avoidance of doubt, under this Licence, Developer cannot include Attributed OTC RICs in the ERL Switching Tool, and the RIC updates will not include Attributed OTC RICs. However, an Eligible Customer (or Developer on its behalf) may add Attributed OTC RICs to the cross-referencing table included in an ERL Switching Tool where the Eligible Customer has such rights under its ERL, after the Eligible Customer has purchased the ERL Switching Tool from the Developer.

"ERL" – Extended RIC Licence granted by TR to Eligible Customers for the purpose of Switching pursuant to the Commitment.

"ERL Switching Tool" – An application (whether developed in software or hardware) that includes and consumes a file or database cross-referencing Eligible RICs to the corresponding symbols of a third party vendor's Consolidated Real-Time Datafeed service to assist Eligible Customers for the purpose of Switching.

"**Global Datafeed Licence**" - means a bespoke licence granted by Thomson Reuters in some circumstances to certain customers for consumption of real-time market data from its Consolidated Real-Time Datafeed in internal applications covered by such a licence, and which may include Desktop-based Applications. Such a licence is separate and distinct from a global Packaged Desktop Service licence.

"Gross Negligence" - a failure to use even slight diligence or care, or conduct that is so careless as to show complete disregard for the rights and safety of others.

"Intellectual Property Rights" – the rights in and to patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights, rights in know-how, moral rights, trade secrets and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

"**Market Data"** – for the purpose of Clause 1.3 and the definition of Ring-fenced Team, any information, whether real-time or otherwise and, other than identifier symbols such as Official Codes, which is necessary or useful in relation to the functioning of financial markets including (i) indicative or tradable prices for various types of financial instruments such as equities, corporate or government bonds, foreign currencies and traded commodities and energy, (ii) news, (iii) analytics, (iv) historical price data including end of day, periodic price data and tick histories, (v) other reference data such as background company information, the terms of the security (e.g. description, coupon data etc) and the outstanding corporate actions related to the security, estimates and broker research data, and macroeconomic data. A provider of symbology services is therefore eligible for the Third Party RIC Licence provided it is not also a vendor, re-seller or re-distributor of Market Data.

"MTF" - multilateral trading facility.

"Official Codes" – the International Securities Identification Number and National Numbering Agency symbols or identifiers.

"Packaged Desktop Service" - any commercial offering which entitles the customer to individual use of content including (without limitation) market data in addition to the use of an associated desktop software package (irrespective of whether the customer chooses to use some or all of the content of the Consolidated Real-Time Datafeed, or some or all of the desktop software package). TR licenses Packaged Desktop Services under separate commercials and usage restrictions from the TR Consolidated Real-Time Datafeed Service such as (i) 3000 Xtra; (ii) Eikon; (iii) Trader; (iv) Station; (v) Thomson One along with their variants and associated licences; and (vi) remaining licences of the legacy TR 2000 or 3000 service to the extent not licensed on a substantially similar basis to the RT Service

"RICs" – 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.

"**Ring-fenced Team**" - an operational team responsible for responding to mapping queries from Developers comprised of persons who do not have any day-to-day managerial or executive role, or other involvement in the development or commercialisation of Market Data products beyond that required to map TR reference data for the purpose of a Developer developing or maintaining an ERL Switching Tool (including, without limitation, any operational responsibility in marketing and sales, commercial policy or strategy, e.g. for data coverage in any Market Data offering)..

"**RT Service**" - the Thomson Reuters Real-Time Service (previously known as Reuters Datascope Real-Time Service or 'RDRT'), and any successor to that service, giving customers enterprise rights to use the TR Consolidated Real-Time Datafeed in Server-based Applications within specified Business Activities and associated downstream individual user applications (View Charge Interfaces) subject to applicable charges.

"Server-based Application" - a software application that consumes and uses financial data from a Consolidated Real-Time Datafeed directly through an application programming interface such as the TR API under the TR Consolidated Real-Time Datafeed, and not through an interface provided by desktop software nor for the purpose of distributing real-time market data to be accessed and used by individual users

"Switching" means any of:

(i) the substitution by Eligible Customers of the TR Consolidated Real-Time Datafeed Service by a third party vendor's Consolidated Real-Time Datafeed service;

(ii) the subscription by Eligible Customers to a third party vendor's Consolidated Real-Time Datafeed service in

addition to the RT Service; or

(iii) the retention by an Eligible Customer of the TR Consolidated Real-Time Datafeed Serviceas a back-up service following subscription by the Eligible Customer to a third party vendor's Consolidated Real-Time Datafeed service,

in each case as an ongoing source of financial data for consumption in one or more of the Eligible Customer's Applications.

"TR API" - the Application Programming Interface, relevant documentation and technical support to Thomson Reuters market data platform and feeds.

"TR Consolidated Real-Time Datafeed Service" – any Thomson Reuters licence for the supply by TR of its Consolidated Real-Time Datafeed for consumption in Applications. This definition covers: (i) the RT Service; (ii) Global Datafeed Licences for use in Applications; and (iii) any remaining licences of the legacy Thomson Reuters 2000 or 3000 service to the extent licensed on a substantially similar basis to the RT Service) above.

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

"**TR Marks"** the TR name, the trademark 'RIC' and/or any product names, which Developer is permitted to use by TR pursuant to this Agreement.

"View Charge" - the charge paid or payable by an RT Service client to license an individual user to receive only real-time market data licensed under the RT Service, for viewing, validating and manipulating purposes, distributed by an associated Server-based Application licensed or licensable under the same RT Service.

"View Charge Interfaces" – an individual software user interface associated with Server-based Applications, licensed or licensable as a View Charge under the RT Service.

SCHEDULE I TO THIRD PARTY RIC LICENCE (ERL SWITCHING TOOL)

DISPUTE RESOLUTION PROCEDURE FOR CLAUSE 1.3 OF THE THIRD PARTY DEVELOPER RIC LICENCE AND 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 Clause 1.3 of the Third Party Developer RIC Licence or Clause 6.4 of the Commitment ("**Dispute**").

    (a) In the event of a Dispute, the initiating party may send notice to the other party, with a copy to the Monitoring Trustee, 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. The 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. The Monitoring Trustee shall be invited to the meeting and also has the right to seek clarifications.

    (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, within ten (10) days after expiry of the period, submit the Dispute in writing to administered expertise proceedings in accordance with the Rules for Expertise ("**Rules**") of the International Chamber of Commerce ("**ICC**") which shall govern the determination of the Dispute except to the extent otherwise set out herein.

    (c) The expert appointed by the International Centre for Expertise of the ICC ("**Centre**") under the Rules ("**Expert**") will be a suitably experienced, independent and qualified lawyer selected from a pool of experts identified by the Centre who have 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 the involvement of the Expert in a previous dispute resolution with another TR Eligible Customer or Third Party Developer, as the case may be, will not be regarded as affecting his/her independence and impartiality and will not therefore disqualify him/her from this process.

    (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 he considers reasonably necessary in relation to any matters giving rise to the Dispute, having regard to the deadline for a decision as set out at Clause 1(g). The Expert is also entitled to consult the Monitoring Trustee in all stages of the procedure.

    (g) Unless the parties agree otherwise, 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, and of the written reports provided by the Monitoring Trustee to the European Commission in accordance with paragraph 6(b) and (c) of Annex V of the Commitment 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, with the exception of the Monitoring Trustee who is paid in all instances by TR) and the reasonable costs (including legal costs) of the parties shall be borne in such proportions as the Expert shall determine in his absolute discretion. In addition, the separate fees paid by both parties in equal share to the Centre in accordance with the Rules will be re-apportioned in line with the Expert determination above, and the parties agree to reimburse the other accordingly within thirty (30) days in respect of any overpaid fees.

    (j) TR shall send a copy of the Expert's decision to the Monitoring Trustee within 5 (five) days from the receipt of the decision..

    (k) 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.

SCHEDULE II TO THIRD PARTY RIC LICENCE (ERL SWITCHING TOOL)

FORM OF VENDOR UNDERTAKING

[*Undertaking to be signed by Vendor and the original delivered to TR*]

To

[*Insert full name and address of relevant TR entity*] ("**TR**")

And

[*Insert full name and address of Developer*] ("**Developer**")

1. In consideration of TR allowing Developer to cooperate with [*Insert name and address of vendor*] ("**Vendor**") in relation to the development, marketing and maintenance of the ERL Switching Tool pursuant to the Third Party Developer RIC Licence, Vendor hereby acknowledges and undertakes to TR that, in relation to any descriptive reference information which identifies the underlying financial instrument and pricing source for a RIC and which is provided to the Vendor by a Developer in relation to a query under the terms of the Developer's Third Party RIC Licence ("**Reference Information**"), the Vendor will ensure that such cross-referencing information:

    (i) is accessed and handled only by members of a Ring-fenced Team, notably through the establishment and maintenance of sufficient operational controls including the imposition of firewalls and password protection to ensure data access is appropriately restricted, and the designation of an employee (whose contact details are set out in Clause 7 below) with overall responsibility to oversee the effectiveness and maintenance of such operational controls ("**Designated Employee**")];

    (ii) is not distributed or redistributed or shared in any way with anyone outside such Ring-fenced Team except with other Developers with the same mapping queries; (iii) is only stored or included in any database in respect of successful mapping queries, i.e. where the Vendor has been able to map to its own cross-referencing information and identifiers to the corresponding RIC related cross-referencing information while all cross-referencing information relating to RICs for which the Ring-fenced Team could not find an equivalent third party vendor identifier will be deleted immediately after the failed mapping query from a Developer; and (iv) is only used for the purpose of correlating its own identifier and resolving the Developer's mapping query in order to facilitate Switching.

2. The Vendor further undertakes that it will provide TR with details of the establishment and maintenance of operational controls which restrict data access within the Ring-fenced Team and will provide to TR on an annual basis (on the anniversary of the date of this undertaking) a certificate by the Designated Employee that the Vendor continues to be compliant with the provisions of Clause 1 above. The Vendor will promptly notify TR in case of any change to the identity or contact details of the Designated Employee.

    Liability

3. Vendor will be liable to TR and to Developer for any breach of the above provisions. Damages may not be an adequate remedy for a breach of this undertaking and/or breach of confidence and TR may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this undertaking and/or breach of confidence.

4. In the event of a breach of this undertaking, Developer will immediately cease to provide cross-referencing information to Vendor. In the event that Vendor fails to remedy such breach, Vendor shall, upon notification by TR, deliver to TR all cross-referencing information provided by Developer and all copies of all or any part of such information, and shall certify in writing to TR that none of the cross-referencing information and no copies of all or part of such information has been retained by Vendor.

    Audit

5. TR may, on giving Vendor reasonable written notice, conduct a specific technical audit of Vendor's operations solely to the extent necessary to verify compliance with this undertaking, i.e. verification of the establishment and maintenance of effective operational controls restricting data access within the Ring-fenced Team and storage and use of cross-referencing information relating to RICs compliant with this undertaking. As part of such an audit::

(i) Vendor will give access to TR to relevant records, any database where such cross-referencing information may be stored, and to the Designated Employee and members of the Ring-fenced Team during normal business hours;

(ii) During the verification, TR will comply with Vendor's reasonable requirements relating to security, health and safety, and confidentiality; and

(iii) TR will bear the cost of such audit unless it is determined that Vendor is in breach of this undertaking.

TR undertakes not to use any information received as part of such an audit for any purpose other than to verify Vendor's sole compliance with the terms of this undertaking.

Notices

6. All notices under this undertaking will be sent in writing by email (except for notices of breach of the undertaking), registered mail, courier, fax or delivered in person at the address for notices set out above.

7. The contact details of the Designated Employee are:

Name:

Position:

Address:

Email:

Telephone:

Fax:

Dispute resolution, governing law and jurisdiction

8. This undertaking is governed by the laws of England. All parties consent to the non-exclusive jurisdiction of the English courts. In no event will this undertaking be governed by the United Nations Convention on Contracts for the International Sale of Goods. Further UCITA whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, shall not apply to this undertaking and is hereby disclaimed.

Third party rights

9. Members of the TR Group have the right under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce and/or rely on the terms of this undertaking. The Act does not affect any right or remedy available to any member of TR Group apart from that Act.

Definitions

10. Any terms not defined in this undertaking have the same meaning as in the Third Party Developer RIC Licence published as part of the Commitment given by TR to the European Commission in Case COMP/D2/39.654 - Reuters Instrument Codes.

Signed by an authorised representative of the Vendor

Signed on behalf of **Vendor**	
	Signature
	Print Name
	Position
	Date

Agreed and accepted by:

Signed on behalf of **TR**	
	Signature
	Print Name
	Position
	Date

Developer confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in this Agreement.

This Order Form and Agreement is effective upon execution by the parties.

Signed on behalf of **Developer**		Signed on behalf of	
	Signature		Signature
	Print Name		Print Name
	Position		Position
	Date		Date