MEDIA SERVICES TERMS AND CONDITIONS

Please read these terms carefully before submitting a signed Order Form for a Service. Client will be legally bound by these terms when Reuters sends Client a countersigned Order Form. Client is advised to print off and keep a paper copy of these terms.

Any terms not defined below shall have the meaning ascribed to them in the applicable Order Form.

**Agreement** - these terms and conditions, any applicable Order Form and any other schedules, declarations or addenda referred to in them.

As - the Client, the Client Service, of items of Reuters Content including (but not limited to) stories, pictures, graphics and videos, in their entirety, without making substantial alterations to the original item. For the avoidance of doubt, as is shall encompass insubstantial alterations performed by Client for reasons of style, size or localization (meaning the adapting of terms/phrases for Client’s local audience) which do not distort the meaning of the original text.

As Source – the selective incorporation into original Content created by the Client Newsroom for the Client Service of facts, figures, statements, quotes, background material, still or moving images or portions of text from the Reuters Group and agreeing to the terms of the Order Form for which Client is granted certain rights under this Agreement to use the Content.

Automated Publication – the automated publication of Reuters Content As Is in the Client Service without human editorial intervention.

Charges - the fees for the Services and any related charges set out on any Order Form or schedule or otherwise specified under this Agreement. Charges may, for the avoidance of doubt, include but not be limited to the following (where applicable): installation, displacement, removal fees; support fees; any third parties’ equipment and/or other services fees and any taxes due in relation to the same.

Client Newsroom – the Client’s editorial operations, staffed in whole or in part by professional journalists, performing the newspapering, editing and programming functions required to produce the Client Service.

Client Service - the incorporation into the Client Service of items of Reuters Content as specified in the relevant Order Form.

Confidential Information - information in any form (including, but not limited to, models, software and computer outputs) which is not excluded under clause 1.1 (whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being as or, or ought reasonably to be, known to be confidential and which is disclosed by either party or any member of its Group (the Disclosing Party) to the other party or any member of its Group (the Receiving Party) in the course of the Disclosing Party’s dealings with the Receiving Party, or which the Receiving Party or any member of its Group receives from the Disclosing Party or any third party to which the Disclosing Party has a duty of confidentiality, or of which the Receiving Party has or should have had reasonable cause to believe that the Disclosing Party is entitled to keep confidential).

Content - content in whatever form including text, data, graphics, moving and still images, sound recordings and underlying works.

Contributed Content - audio-visual Content supplied by Client for use in services supplied by the Reuters Group as specified in the Order Form.

Control - the power to direct or cause the direction of the management of policies of any applicable Order Form or other services fee; the responsibility for, or control of, such business entity or its business and assets.

Digital Media – together, Desktop Library Service and any other Service comprised of access to data or information in whatever form or format, including (but not limited to) any subset of the set of codes also known as Reuters Instrument Codes.

Digital Rights – the right to reproduce and distribute Client Content in the Client Service via Online Media, Mobile Devices any digital physical platform, together, Online Media, Mobile Devices any digital physical platform.

Edit - the editing, adapting, sub-editing, dubbing and/or interpolation of any Content and translation of any textual or audio part of any Content by human intervention.

Equipment - hardware and/or software and related documentation supplied by a member of the Reuters Group and listed on the applicable Order Form.

Extract - any extract of Reuters Content including, but not limited to, any discrete report, story or textual item, audio or visual clip or still image (including, but not limited to, a photograph or graphic).

Financial Information Service - any Service comprised of access to data or other financial information via a Reuters terminal product and specified in any Order Form as a Financial Information Service.

Force Majeure - an event beyond either party’s reasonable control, including, without limitation, labour dispute, act of God, war, riot, civil commotion, malicious damage, act of terrorism, compliance with law or governmental order, failure of telecommunications, fire, flood or storm.

Group - with respect to Reuters, the Reuters Group and, with respect to Client, Client’s holding company and any subsidiaries of such holding companies.

Host - a third party used to host or maintain the Client Service or to distribute Reuters Content.

Initial Term - the initial term period specified in the relevant Order Form for any particular Service.

Installation Address - any location of Client’s (or Client’s Host) to which the Services are supplied directly by Reuters, to which the Services are downloaded or from where Services are accessed, each as specified in any Order Form.

Manual Publication – means any publication of the Reuters Content in the Client Service, As Is or As Source, with human intervention performed by the Client Newsroom.

Media - any media via which the Client Service may be provided as specified in any applicable Order Form.

Mobile Devices - any portable device using wireless technology including, but not limited to, cellular phones, personal digital assistants and pagers, used by an individual to receive Content from via an application, a dedicated mobile service.

Online Media - any internet site or online service.

Order Form – any Reuters standard order form listing the Services ordered by Client and any other Service which Reuters notifies Client from time to time of providing this with its dealings with each other.

Pictures Service(s) - the Service(s) comprised of photographic and graphic Content specified in an Order Form as (or which Reuters notifies Client is) a Picture Service.

Ready to Publish Service(s) - the Reuters online report(s) and any other Service specified in an Order Form as (or which Reuters notifies Client is) a Ready to Publish Service.

Reuters - the Reuters Group.

Reuters Content - all Content contained in the Services (or any part) including, but not limited to, any Content downloaded, received or otherwise accessable by Client, including all Content supplied to Client by Reuters.

Reuters Video Library – Reuters video archive, the content details of which will be provided to the Client by the Reuters account manager.

 Ricochet (or any Order Form) for which Client is granted certain rights under this Agreement to use the Content.

Reuters Text Service(s) - a Text Service(s) specified in the relevant Order Form.

Reuters Video Library – Reuters video archive, the content details of which will be provided to the Client by the Reuters account manager.

Scope, Commencement and Duration

1.1 For regulatory or other reasons, some Services are provided by another member of the Reuters Group. Client’s rights and obligations in respect of these Service are therefore against/towards the member of the Reuters Group specified in the applicable Order Form as providing such Service. The meaning of “Reuters” is construed accordingly.

2.1 Reuters will supply the Services to Client or make the Services accessible to Client at the Installation Address. Client will pay the Charges and use the Services solely in accordance with the terms of the Agreement.

2.2 Client agrees that it (a) will not use the Services in contravention of any laws or regulations; (b) is responsible for obtaining and maintaining all required...
licences and consents to receive and use the Services and making any filings necessary to provide the Client Service such as consents of broadcasting, telecommunications or other governmental regulatory authorities; (c) shall ensure that any passwords used to access the Services are not shared and are kept confidential, and shall notify Reuters promptly if it becomes aware of any password that has been used by a person not authorized to access the relevant Service; (d) shall have its personnel complete any forms and/or consents Reuters reasonably requires in order for Reuters to comply with any statutory obligations relating to the usage, storage and transfer of such person's personal data as required in the course of Reuters Group operations, and (e) shall inform end-users of Client Service(s) that Reuters Content is to be used only for their own personal non-commercial use.

3. USE OF REUTERS CONTENT

3.1 GENERAL CONDITIONS APPLICABLE TO ALL SERVICES

3.1.1 Reuters grants to Client during the Term the non-exclusive, non-transferable right to use, reproduce, display, perform, prepare derivative works of, distribute, and otherwise make available the Reuters Content (i.e., newswire content, data, text, audio, visual, photographic, and other multimedia information) for the following: (a) use by a party authorized to access or retrieve such Content from devices or accesses declared in the relevant Order Form or any addenda; (b) and (c) Client may distribute such Content for commercial use via the Digital Media Services subject to the Digital Publication Limit specified on the relevant Order Form, including where applicable, archived versions of the Reuters Content; (d) shall have its personnel complete any forms and/or consents Reuters reasonably requires in order for Reuters to comply with any statutory obligations relating to the usage, storage and transfer of such person's personal data as required in the course of Reuters Group operations, and (e) shall inform end-users of Client Service(s) that Reuters Content is to be used only for their own personal non-commercial use.

3.1.2 Client must comply with any editorial or mandatory delay codes contained in Reuters Content and any other reasonable limitations or restrictions on the timing and manner of use and distribution set forth in any version of the Reuters Content, provided that (i) Reuters will clearly and prominently identify the Client Service in dissemination via the Media in the Territory, and to make such internal copies as are necessary to enable such use (e.g., “e-mail this story to a friend”; “print this story” or “share this” buttons.)

3.1.3 Reuters has complete editorial freedom in the form and content of the Reuters Content and may alter the same from time to time. Such alterations may include, but are not limited to, (a) corrections to factual inaccuracies; (b) the omission of material items (such as corrections. Client agrees to take prompt action in response to corrections and withdrawals issued through the Service(s) and to use all reasonable efforts to inform the relevant Digital Media Reuters Content from Text Services, Pictures Services subject to the Digital Publication Limit specified on the relevant Order Form, or any addenda. If this occurs, Client agrees to cooperate with Reuters in causing the Content appears on the same screen as that third party’s service. If this occurs, Client agrees to cooperate with Reuters in causing the Content to cease and desist from such framing.

3.1.4 Where Client translates a substantial part (with respect to quality or quantity) of any Extract from the original language, Client will identify itself as

3.2 USE OF REUTERS CONTENT

3.2.1 Client must not display the name, logo, or trademark of any third party in such manner as to give the viewer the impression that such third party is to be used only for their own personal non-commercial use.

3.1.5 Automated Publication of Reuters Content in the Client Service is prohibited except as set out in Clause 3.5.2.

3.1.6 Client may include Excerpts from Text, Video, Picture and/or Ready to Publish Services which may be protected by any special rights, protections or neighboring rights (including, without limitation, moral rights and performers' rights) or privacy rights prior to the use of such Content by Client, including, but not limited to, (a) clearances in respect of musical works, sound recordings, buildings, works of art, designs, public monuments and/or other inanimate objects contained in the Content.

3.1.7 Reuters will not supply and Reuters will not use any Contributed Content in any Service supplied by a member of the Reuters Group, if (i) Client, if it delivers or makes available on a commercial or non-commercial basis for individual use only and branded in accordance with clause 8 (e.g. “e-mail this story to a friend”, “print this story” or “share this” buttons.)

3.1.8 Client may distribute Reuters Content via Digital Media (a) Ready to Publish Services without quantitative restrictions on the number of items distributed (provided that Client shall comply with the restrictions in any video) and (b) Reuters Content from Text Services and Pictures Services subject to the Digital Publication Limit specified on the relevant Order Form.3.5.3 Using Manual Publication, Client may distribute via the relevant Digital Media Reuters Content from Text Services, Pictures Services, Video Services and/or Ready to Publish Services as set out in the case of any Commercial Use of Digital Media.

3.1.9 Client may not edit Video Content in Ready To Publish Services except to Edit for length only.3.5 ADDITIONAL CONDITIONS APPLICABLE WHERE REUTERS CONTENT IS DISTRIBUTED VIA DIGITAL MEDIA

3.1.10 Where Client translates a substantial part (with respect to quality or quantity) of any Extract from the original language, Client will identify itself as

3.1.11 Client must not display the name, logo, or trademark of any third party in such manner as to give the viewer the impression that such third party is to be used only for their own personal non-commercial use.

3.1.12 Client will not include any advertising or sponsorship in connection with Reuters Content that (a) breaches any law or regulation where the Client Service is to be treated as a breach by Client.

3.1.13 Client shall, at Reuters request, provide any relevant circulation or audience figures with respect to its dissemination of the Reuters Content; such information will be kept confidential by Reuters.

3.1.14 Reuters grants Client a non-exclusive, non-transferable license to use RICs for the term of the Agreement solely for the purposes of accessing and identifying Content and/or information contained in Reuters Services, provided that the RIC may only be distributed with the underlying Content (i.e., Client may display a RIC as one of the identifiers of such Content).

3.1.15 Client will ensure that any Host complies with this Agreement and Client agrees that any breach by such Host will be treated as a breach by Client.3.2 ADDITIONAL CONDITIONS APPLICABLE TO FINANCIAL INFORMATION SERVICES

3.2.1 Client may not strip out (in whole or in part) any Extract from a Video Service incorporated in the Client Service in order to re-supply or allow the re-use of such Extract by a person or in any manner not authorized by Reuters. Where Client adds any voiceover to the Reuters Content, Client will identify itself as the source of such voiceover.

3.2.2 Where Client agrees to supply Reuters with Contributed Content during the Term, Client grants Reuters a non-exclusive, non-transferable, sub licensable, perpetual and royalty free right to include and distribute such Contributed Content in any service supplied by a member of the Reuters Group, if (i) Client, if it delivers or makes available on a commercial or non-commercial basis for individual use only.

3.2.3 Client must keep an accurate and up-to-date record of tapes, or other media as appropriate, in which Reuters Content is stored specifying the date, source, quantity and type of the Reuters Content.3.3 ADDITIONAL CONDITIONS APPLICABLE TO READY TO PUBLISH SERVICES

3.3.1 Client may not edit Video Content in Ready To Publish Services except to Edit for length only.

3.3.2 Client must comply with any restrictions or conditions imposed on the use, storage, access, and permitted distribution and/or redistribution of Content from any Financial Information Service by the relevant Third Party Provider and to provide Reuters with copies of all required authorizations upon Reuters reasonable request. Reuters or the Third Party Provider will notify Clients of such conditions and require that a separate agreement with Reuters or any such Third Party Provider if required.

3.3.3 If Client breaches this clause, it will publish or broadcast (as the case may be) Client Service incorporated in the Client Service for dissemination via the Media in the Territory, and to make such internal copies as are necessary to enable such use (e.g., “e-mail this story to a friend”, “print this story” or “share this” buttons.)

3.3.4 Using Automated Publication, Client may distribute via the relevant Digital Media (a) Ready to Publish Services without quantitative restrictions on the number of items distributed (provided that Client shall comply with the restrictions in any video) and (b) Reuters Content from Text Services and Pictures Services subject to the Digital Publication Limit specified on the relevant Order Form.3.5.4 With regard to any Service, Client must not permit, solicit or encourage (to the extent within its control) other internet sites or online services to frame, or present in any other way, Reuters Content on the Client Service. To the extent technologically feasible and commercially reasonable, Client will prevent or removing any third party from referencing the Reuters Content appears on the same screen as that third party’s service. This occurs, Client agrees to cooperate with Reuters in causing such third party to cease and desist from such framing.

3.3.5 With regard to any Service or Client Service comprised exclusively of Reuters Content, Client must not syndicate to third parties RSS feeds or Web Widgets linking back to the Reuters Content in the Client Service, except that Client may distribute headlines, short textual abstracts, or thumbnails of Reuters Content items (Teasers) present in the Client Service in email newsletters, RSS feeds and Web Widgets that it makes available to individual users if the Client Service comprises exclusively of Reuters Content. Where Client adds any voiceover to the Reuters Content, Client will identify itself as the source of such voiceover.

3.3.6 Where Client agrees to supply Reuters with Contributed Content during the Term, Client grants Reuters a non-exclusive, non-transferable, sub licensable, perpetual and royalty free right to include and distribute such Contributed Content in any service supplied by a member of the Reuters Group, if (i) Client, if it delivers or makes available on a commercial or non-commercial basis for individual use only.
and such Teasers link back to the corresponding Reuters Content items in the Client Service.

3.4.3 The delivery of Reuters Content incorporated As Is or As Source in the Client Service and distributed via Digital Media may be displayed within the Client Service for the duration of this Agreement or 12 months, whichever is longer.

3.5.7 If pursuant to the foregoing or any other terms of this Agreement, Reuters Content is reproduced or posted on any social media or other third party website, and such third party website seeks to exploit purported rights to that Content contrary to the terms of this Agreement, then Client shall remove the affected content from such third party website.

4. STORAGE OF CONTENT

4.1 Unless otherwise required by applicable law or is set out in the relevant Order Form and subject to any Charges based on usage set out in the relevant Order Form, Client may store the Reuters Content as follows: a) Reuters Content may be stored in the Client Service for a period of 30 days after its receipt from Reuters. Should Client wish to use any item of Reuters Content in Video Services 30 days after such item is received, Client must provide notice to the Reuters Video Services for their approval. Client may pay the standard license charges which will be advised to Client on request. b) Client agree to delete stored, unused Content at the end of the applicable storage period set out in Clause 4.1 above. For clarity, except as set forth in 3.5.7, the foregoing shall not prejudice Client’s right to store the Reuters Content as previously incorporated in the Client Service.

4.2 Reuters grants to Client during the Term a non-exclusive, non-transferable right to use the Software to perform the purposes of accessing the Reuters Content. Client may not sub-license, assign, copy (except for back-up purposes), distribute, modify, merge, transfer, disclose, compile, decompile, reverse engineer, translate, sell, grant a license, or otherwise commercially exploit the Software except as permitted by Reuters in writing or to the extent this restriction is not permitted by applicable law.

5. SOFTWARE (if applicable - see Order Form)

5.1 In order for Client to use certain Software owned or licensed by a third party (the "Software") Client may be required to enter into an additional third party software agreement.

5.2 Reuters grants to Client during the Term a non-exclusive, non-transferable right to use the Software for which Client has paid a fee or subject to any obligations of confidentiality or non-disclosure. The purpose of accessing the Reuters Content. Client may not sub-license, assign, copy (except for back-up purposes), distribute, modify, merge, transfer, disclose, compile, decompile or reverse engineer the Software except as permitted by Reuters in writing or to the extent this restriction is not permitted by applicable law.

6. EQUIPMENT (if applicable – see Order Form)

6.1 Reuters or its resellers will supply and/or install the Equipment as indicated on the Order Form at the Installation Address so that Client may access the Reuters Content. Reuters may, at any time and upon 30 days’ written notice, upon the Software or reasonably necessary, replace the Software with other equipment (which will then be deemed to form part of the Equipment) or replace the means of transmission of the Services with another means of transmission.

6.2 Client will at its own cost and expense, obtain any and all consents for the installation and use of the Equipment. Client will not move the Equipment from its location as installed without the prior consent and supervision of Reuters. In the event that the Equipment is moved, Client will move the Equipment in accordance with industry standards, and will be solely responsible for all transmission and communication of the Reuters Content from the Equipment to Client’s computer system.

6.3 Client will be responsible for any loss or damage caused to or by the Equipment from any cause whatsoever unless such loss or damage is attributable to any act or omission of Reuters.

6.4 Client agrees that, from time to time, it may be necessary for it, at its own cost and expense, to upgrade its equipment in order to maintain compatibility with modifications to any part of the Service and the means of accessing the same.

7. SUPPORT

7.1 Reuters or its nominee will provide Support. Reuters shall have no obligation to provide Support that is required because of: (a) accident, negligence or failure on Reuters’ part; (b) failure of an operating environment or causes other than ordinary use; (c) attempts made to repair, modify, relocate or service the Software or Equipment by persons other than the nominees; (d) use of non-current versions of the Software and/or Equipment where current versions have been made available to Client; or (e) use of hardware or software not supplied by Reuters. If Reuters provides Support for any of the foregoing reasons, Client will pay for Reuters time and materials at Reuters’ current rates. Client will allow Reuters or its nominees access to the Installation Address, and any other reasonable location, at all reasonable times, with reasonable prior notice, in order to install, inspect, maintain, repair, replace or remove all or part of the Software and/or Equipment.

8. NOTICE, CREDIT AND BRANDING

8.1 Client agrees to comply with Reuters requirements for displaying copyright notices, disclaimers and branding as set out on the Reuters Media Branding site: http://about.reuters.com/media/brandguide, from time to time. This may include branding required by Third Party Providers.

8.2 Except as specifically authorized in this clause 8, Client will not use the Reuters name or any Reuters trademarks without Reuters’ prior written consent. Client will not make any statement (whether oral or in writing) in any external advertising, marketing or promotion materials regarding Reuters or the Services without Reuters prior written consent. However, materials that are substantially identical to those previously approved need not be submitted for re-approval.

9. INTELLECTUAL PROPERTY

9.1 All rights with respect to the Services and Reuters name and trademarks, whether now existing or which may subsequently come into existence, which are not expressly granted to Client in this Agreement are reserved by Reuters.

9.2 Client will use commercially reasonable means to protect the security of the Reuters Content within the Client Service from unauthorised access, modification, relocation or service of the Software or Equipment by persons other than the nominees. Client will take prompt action to remedy any such breach to protect Reuters Content.

9.3 Client will promptly notify Reuters of any infringement or threatened infringement of any intellectual property rights of which Client becomes aware and will provide reasonable assistance to Reuters, at Reuters expense, in connection with such infringement.

10. CHARGES

10.1 Unless specified otherwise on the Order Form, all Charges (a) are payable from the first day of the calendar month following the month during which the Charges are payable to Client; (b) are based on usage, with a minimum charge calculated in advance; and (c) will be paid within 30 days of receipt of the invoice. In all cases, the amounts due under this Agreement will be paid by Client to Reuters in full without any withholding or right of set-off or restriction. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid when due.

10.2 Notwithstanding the cancellation of any Service under this Agreement, Client agrees that if Client cancels such Service before the remainder of the calendar month in which cancellation takes effect.

10.3 In addition to the Charges, Client will pay to Reuters, or the relevant taxing authority as applicable, all applicable taxes and duties (including, but not limited to, withholding tax) payable in respect of the Services, so that after payment of such taxes and duties the amount Reuters receives is not less than the Charges.

10.4 Reuters may once a year adjust or change the basis for calculating the Charges for each Service on not less than 3 months’ prior notice. Client may cancel any Service if we increase its Charges by more than 5%. If Client exercises this right to cancel, Client must notify Reuters within 30 days of the date of Reuters notice. The relevant Service will be cancelled from the date on which the Charges would have increased.

11. CONFIDENTIALITY

11.1 Each party, on its own behalf and as agent for its respective Groups (which, for the purposes of this clause 11, includes its respective advisers, suppliers and representatives), agrees: (a) to hold the Confidential Information in confidence and, not without the Disclosing Party’s prior written consent, to disclose any part of it, to any person other than those directly concerned with the parties dealings with each other and whose knowledge of such Confidential Information is essential for such dealings; (b) to ensure that those persons comply with the obligations imposed on the receiving party under this clause. The Receiving Party is liable for such person’s default; (b) not, without the disclosing party’s prior written consent, to use the Confidential Information for any purpose other than for its dealings with the other party (c) to delete for any device containing any Confidential Information 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, regulation, professional standards or reasonable business practice by a member of the Receiving Party’s Group; and (d) to use reasonable endeavours to prevent 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.

11.2 The obligation of confidentiality does 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, and such party is not in breach of any 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.

11.3 This undertaking is binding for as long as such Confidential Information retains commercial value.

12. WARRANTY

12.1 Reuters warrants that it will provide the Services with reasonable care and skill.

13. LIABILITY

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13.1 To the extent permitted by law, and except as expressly stated in the Agreement, all terms, conditions, warranties, representations, or undertakings expressed or implied by law or otherwise in relation to the Services, Content, and/or Equipment are excluded.

13.2 Reuters aggregate liability to Client, and Client’s aggregate liability to Reuters for, loss or damage or costs or other reason, in any calendar year shall not exceed the total Charges payable in respect of that calendar year. This limit on liability does not apply to:
   a) either party’s liability to the other for negligence causing death or personal injury;
   b) Reuters liability under clause 14.1.
   c) Client’s liability under clauses 3, 8, and 12.2 of this Agreement; and
   d) liability of either party for fraud, fraudulent misrepresentation or deceit for which liability shall be unlimited.

13.3 The relevant Client or any member of the Reuters Group shall be liable for any loss or damage suffered or incurred by Client or any third person arising (whether in negligence, breach of contract, misrepresentation or for any other reason) out of any faults, interruptions or delays in the Services and any inaccuracies or unavailability in the Content as provided to Client and in accordance with the terms and conditions of this Agreement.

13.4 UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT, LOSS OF DATA OR LOST PROFITS, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

13.5 Neither party shall be liable for any loss or failure to perform its obligations under this Agreement (except payment obligation of Client where Client is still receiving Reuters Services) due to circumstances of Force Majeure. If due to Force Majeure, Services continue for more than 3 months, either party may cancel any affected Service immediately on notice.

13.6 Nothing in this Agreement affects your rights which cannot validly be excluded or modified by any applicable law.

14. INDEMNITIES

14.1 Reuters agrees (subject to clauses 13.4, 14.2, and 14.3) to indemnify Client against any direct loss or cost (including, but not limited to, reasonable legal fees and costs of investigation) it incurs arising out of any claim by a third party or a third party that the Reuters Content infringes any third party’s intellectual property rights, provided that:
   a) the relevant claim does not arise from any modification to the Reuters Content made by Client or any person receiving the Reuters Content through Client;
   b) the relevant claim does not concern Reuters Content that Reuters notified Client should not be used;
   c) if the relevant claim is based upon Content obtained by Reuters from a Third Party Provider, this indemnity may be limited by the amount of the Third Party Provider’s insurance;
   d) the relevant claim does not arise as a result of a breach by Client of this Agreement.

14.2 Client will indemnify Reuters (subject to clauses 13.4 and 14.3) against any direct loss or cost (including, but not limited to, reasonable legal fees and costs of investigation) it incurs arising out of any claim by a third party relating to or arising out of the Client Service, any Contributed Content and/or any other activities of Client directly or indirectly related to use of Reuters Content (including, but not limited to, infringement of any third party’s intellectual property rights), unless and to the extent such claim arose out of Client’s use of any of Reuters Content as provided to Client and in accordance with the terms of the Agreement.

14.3 Any indemnity 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.

15. TERMINATION

15.1 Reuters or Client may terminate this Agreement as set out in clause 15

15.2 On the effective date of cancellation or termination for any reason under this Agreement, (a) Client’s access to and rights to use the Service(s) will cease; (b) subject to clause 4, Client must erase or destroy any Reuters Content, Software, and pay all Charges which are due up to then.

15.3 Reuters may terminate this Agreement in whole or as it relates to one or more Services immediately if: (a) Client materially breaches any of its obligations under it and, if the breach is capable of remedy, fails to remedy such breach within: (i) 5 days for any breach of clause 3 or 8 or (ii) 30 days of written request in all other cases; (b) the relevant Service becomes the subject of a claim of infringement of the rights of any third party or (c) the relevant Service is modified or terminated for any reason or breached by the third party;

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

15.6 If, to any reason within Reuters control, there is an interruption in the Services which continues for 5 days following written notice to Reuters of such interruption, Client may terminate this Agreement immediately, in which case Reuters only obligation to Client will be to refund, pro rata, any unused Charges paid in advance.

15.7 If Client cancels all or any part of a Service other than when permitted by the Agreement and/or Reuters terminates this Agreement due to any breach by Client, Reuters will be entitled to recover from Client, as liquidated damages, 75% of the Charges that would have been payable until the date the relevant Service could have been cancelled in accordance with this Agreement. The parties agree that this is a reasonable pre-estimate of Reuters loss.

15.8 Termination will not affect either party’s respective accrued rights or obligations.

16. GENERAL

16.1 All notices under the Agreement must be in writing and sent by registered mail, courier, fax or email or delivered in person to the following addresses for notices:

To Reuters:

See Contact Person on the Order Form

To Client:

See Contact Person on Order Form

However, each party will only send notices relating to breach or termination of this Agreement by registered mail or courier. Notices will be deemed to be received 3 business days after being sent or on proof of delivery, if earlier.

16.2 Either party may transfer any right or obligation of this Agreement without the prior written consent of the other. This consent may not be unreasonably withheld or delayed. However, either party may, on notice, transfer any of its respective rights or obligations to a member of its respective Group as long as such entity has a sufficient asset to meet its obligations under the Agreement and, in Client’s case, does not require Reuters to provide the Services other than to the Installation Address.

16.3 This Agreement shall be governed by and construed in accordance with the law set out in the Order Form. Both parties submit to the nonexclusive jurisdiction of the courts specified in the Order Form.

16.4 If any part of this Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the Agreement.

16.5 If either party delays or fails to exercise any right or remedy under the Agreement, that party will not have waived that right or remedy or any other right or remedy on any other occasion.

16.6 This Agreement contains Reuters and Client’s entire understanding regarding its subject matter and supersedes all proposals and other representations, statements, negotiations and undertakings in each case, verbal or written, relating to the same.

16.7 In entering into this Agreement, Client has not relied on, and has no remedy in respect of, any statement, warranty or representation (except in the case of fraud) made by Reuters other than those set out in this Agreement.

16.8 This Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties.