

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 Is - the incorporation into 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 Reuters Content and editing for length to produce a news brief.

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 Content and combining this with information from other sources to prepare original news stories (being stories that are not recognizable as being sourced from Reuters whether by means of expression or as sole factual content). For the avoidance of doubt paraphrasing or summarizing a complete story, editing a story for length only, or making only minor alterations to a story is not use of Reuters Content As Source.

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 Services provided under this Agreement.

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

Client Service - the Client's publication(s), program(s), service(s), internet site(s) application(s) and/or mobile property(ies) specified in any applicable Order Form for which Client is granted certain rights under this Agreement to use Reuters Content.

Confidential Information - information in any form (including, but not limited to, models, software and computer outputs) which is not excluded under clause 11.2, whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being or is, 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) through its dealings with each other.

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

Third Party Provider - a third party (other than members of the Reuters Group) whose Content is contained in the Services.

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 another entity, whether through the ownership of voting securities, by contract, or otherwise.

Digital Media - together, Online Media, Mobile Devices any digital physical storage medium and any other electronic media capable of receiving Content, excluding standard television and radio.

Digital Publication Limit - the number of items of Reuters Content which may be published via Digital Media in the Client Service per day, as set out in the relevant Order Form.

Digital Rights - the right to reproduce and distribute Reuters Content in the Client Service via Online Media and Mobile Devices.

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 an 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 companies and Subsidiaries and 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 platform or from the internet.

Online Media - any internet site or online service.

Order Form - any Reuters standard order form listing the Services ordered by Client and which Reuters accepts.

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 Pictures 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 Content - the Content contained in the Services (or any part), including Reuters headlines and any third party content, individually and collectively.

Reuters Group - collectively any business entity that, from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with Reuters, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such business entity or its business and assets.

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

RIC(s) - the set of codes also known as Reuters Instrument Codes.

Service(s) - the service(s) supplied by Reuters under the Agreement, which include(s) the provision of Content and Support.

Software - software or any part of it and related documentation, whether and ancillary part of a Service or otherwise, including any upgrades and enhancements, as listed on the applicable Order Form.

Subsidiary - a company in which another company owns directly or indirectly more than 50% of the issued share capital or equivalent rights and over which it exercises effective control.

Support - the use of reasonable efforts to maintain the Equipment, Software and/or Services in good operating condition, provision of modifications to enhance Services and, where applicable, installation, removal or relocation of the Equipment.

Term - the Initial Term plus any renewal period(s) during which Client is subscribing to relevant Service(s) under this Agreement.

Territory - the geographic locations (if any) specified in the applicable Order Form in which the Client Service is disseminated.

Text Service(s) - the Service(s) comprised of textual Content specified in Reuters Media Services Order Form - Text, Pictures and Ready to Publish Services and any other Service which Reuters notifies Client from time to time is a Text Service.

Video Service(s) - the World News Service (or any successor service) comprised of video Content (together with the accompanying textual scripting information), the DeskTop Library Service and any other Service specified on an Order Form (or which Reuters notifies Client is) a Video Service.

Web Widget - a shareable web application or component which can be embedded on a computer desktop or in a web page to display dynamically updated content, for example, news headlines.

1. 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 Services are therefore against/towards the member of the Reuters Group specified on the applicable Order Form as providing such Service. The meaning of "Reuters" is construed accordingly.

1.2 This Agreement shall remain in full force and effect as long as any Order Form is in effect. Unless otherwise stated in the Order Form, at the expiration of its Initial Term or any renewal term, each Order Form shall automatically renew for a period of twelve (12) months, unless either party provides notice of termination ninety (90) days prior to the end of the then current term.

2. REUTERS SERVICES

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 government or 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 being used by a person not authorised 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 personnel's personal data by Reuters 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, non-sublicensable right, subject to the terms of the Agreement, to use Reuters Content As Is and As Source, solely by incorporating it 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.

3.1.2 Client must comply with any editorial or mandatory delay codes contained in Reuters Content and any other reasonable limitations or restrictions placed by Reuters, Third Party Providers and/or any court or competent authority on the use, display or distribution of the Reuters Content including, but not limited to, limitations specified in scripts to Video Services or the requirement of a separate licence by the Third Party Providers. Reuters will inform Client of the meaning of any such codes.

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, withdrawing items and publishing 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 incorporate the latest corrected version in the Client Service or, in the case of withdrawals, to immediately remove, insofar as is possible, any withdrawn item from the Client Service, including where applicable, archived versions of the Client Service.

3.1.4 Except where Client is using Reuters Content for the purposes of reporting current news, Client is fully responsible for obtaining at its own cost any necessary rights clearances from third parties relating to any part/aspect of the Content which may be protected by proprietary rights, copyright, 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 from people whose name, portrait, image or performance appear in the Content and/or (b) clearances in respect of musical works, sound recordings, buildings, works of art, designs, public monuments and/or other inanimate objects contained in the Content.

3.1.5 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 Extracts from Text, Video, Picture and/or Ready to Publish Services in the Client Service and in textual research materials (including scripts) prepared by Client and intended solely for the purpose of producing the Client Service.

3.1.7 Save as set out in Clause 3.4.1, Client may Edit any Extract for the purpose of incorporating such Extract in the Client Service provided that Client does not distort the meaning of such Extract or subject any Extract or any part of it to derogatory or defamatory treatment. Without limiting any other rights of Reuters, if Client breaches this clause, it will publish or broadcast (as applicable) in the applicable Client Service a retraction in a form and manner reasonably requested by Reuters and in line with local practice.

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

3.1.9 Client may permit and facilitate its users to e-mail, print or share Reuters Content on an ad hoc 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.)

3.1.10 Where access to the Reuters Content on the Client Service is password protected, Client will provide Reuters with reasonable access to it free of charge to enable Reuters to verify Client's compliance with the Agreement.

3.1.11 Client must not display the name, logo, or trademark or other identifier of any third party in such manner as to give the viewer the impression that such third party is a publisher or subscriber of the Reuters Content on any pages containing any Reuters Content. This does not prohibit conventional advertising or sponsorships that do not create such impression.

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 may be viewed or (b) falsely implies that the advertiser or sponsor is associated with Reuters or with the Reuters Content.

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 from the 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 VIDEO 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 use of such Extract by any person 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, non-sublicensable, perpetual and royalty free right to include and distribute such Contributed Content in any service supplied by a member of the Reuters Group to its clients, provided that (i) Reuters will clearly and prominently identify Client as the supplier of the Contributed Content; (ii) Reuters will bear any costs associated with the delivery of the Contributed Content to Reuters; (iii) Client will not supply and Reuters will not use any Contributed Content in breach of any applicable laws and regulations; and (iv) Reuters will observe any reasonable conditions notified to it by Client regarding the use of the Contributed Content including any obligations imposed by any court or competent authority.

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, story, title and source of each tape (or other media) as specified in the related scripting information. At Reuters request, Client will provide Reuters with a copy of such record.

3.3 ADDITIONAL CONDITIONS APPLICABLE TO FINANCIAL INFORMATION SERVICES

3.3.1 Client will use Content from any Financial Information Service for its internal information purposes only. Client will not distribute or redistribute such Content to any person (a) except for personnel specifically authorized to access or retrieve such Content from devices or accesses declared in the relevant Order Form or any addenda, and (b) except that Client may redistribute limited Extracts in a non-systematic manner only as part of original content created by Client for the Client Service.

3.3.2 Client agrees to comply with any restrictions or conditions imposed on the use, access, storage, 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 Client of these. Client also agrees to enter into a separate agreement with Reuters or any such Third Party Provider if required.

3.4 ADDITIONAL CONDITIONS APPLICABLE TO READY TO PUBLISH SERVICES

3.4.1 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

3.5.1 Client may distribute Reuters Content via Digital Media when one or more Digital Media rights are granted on the relevant Order Form, subject to the following: (a) Client confirms and represents that the primary and intended market for the Digital Media version of the Client Service is the Territory; (b) Client will not include in the Digital Media version of the Client Service any Content which Reuters identifies as being subject to any restrictions which such use/redistribution would contravene, including, but not limited to, any embargoes regarding mobile use or any geographical restrictions; (c) any photograph included in the Digital Media version of the Client Service shall be displayed in a format no higher than 1300x1300 pixels resolution and (d) Client will not display photographs in the Digital Media version of the Client Service in a way that simulates video.

3.5.2 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/or (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 Ready to Publish Services, subject in the case of Pictures Services to any 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 not permit any third party to frame the Client Service such that the Reuters Content appears on the same screen as that third party's service. If this occurs, Client agrees to cooperate with Reuters in causing such third party to cease and desist from such framing.

3.5.5 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 of the Client Service provided that Client informs such end-users that Reuters Content is to be used only for their own personal non-commercial use,

and such Teasers link back to the corresponding Reuters Content items in the Client Service.

3.5.6 Any item 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 the Reuters 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 longer storage is 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 in Text Services, Pictures Services and Ready to Publish Services may be stored and used for 12 months only; and b) Reuters Content in Video Services may be stored until cancellation or termination by either parties of such Video Service, provided that such Reuters Content can only be used 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 Library and pay the standard library charges which will be advised to Client on request.

4.2 Client agrees 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 3.5.6, the foregoing shall not prejudice Client's right to store the Reuters Content as previously incorporated in the Client Service.

4.3 Clauses 4.1 and 4.2 will not apply to Client's use of DeskTop Library Service. Instead, Client may use the Content from this Service in the Client Service throughout the Term. Client may not store any Content from this Service other than on the media on which the Service is provided, and will return such Content to Reuters upon cancellation or termination of the DeskTop Library Service or the Agreement.

5. SOFTWARE (if applicable - see Order Form)

5.1 In order for Client to use certain Software owned or licensed by a third party, 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 at the Installation Address solely for purposes of accessing the Reuters Content. Client may not sub-license, assign, copy (except for back-up purposes), distribute, modify, merge, transfer, decompile or reverse engineer the Software except to the extent 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 nominees 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 (or upon less or no notice if reasonably necessary), replace the Equipment 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, nor will Client allow the Equipment to become subject to any claims, liens or encumbrances. Client will not allow any person other than Reuters or its nominees to maintain and/or repair the Equipment. Client will provide, at its own cost and expense, all connections from its own computer systems to 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 misuse not attributable to Reuters; (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 personnel of Reuters or its 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 then-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 to Reuters Group. Any goodwill generated through Client's use of the Reuters name and trademarks will inure solely to the Reuters Group.

9.2 Client will use commercially reasonable means to protect the security of the Reuters Content within the Client Service from unauthorised access, modification or distribution. Upon becoming aware of any breach in security, Client will take prompt action to remedy 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 Service is first made available to Client; (b) will be invoiced quarterly 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 deduction. 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 all Charges for such Service will continue to be payable for 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 appropriate, 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, agents 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. The Receiving Party will 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 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.

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 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.

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

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, damage or costs under or in relation to the Agreement (whether in negligence, breach of contract, misrepresentation or for any 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 14.2 of this Agreement; and
- d) liability of either party for fraud, fraudulent misrepresentation or deceit for which liability shall be unlimited.

13.3 Neither Reuters, nor 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, errors or omissions in Reuters Content.

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 such circumstances 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 claims by 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 Reuters recovers from such third party in proportion to other claims (actual or potential) arising out of the alleged infringement); and
- d) the relevant claim does not arise as a result of a breach by Client of clause 3.

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 person's intellectual property rights), unless and to the extent such claim arose out of Client's use of any Reuters Content as provided to Client and in accordance with the terms of the Agreement.

14.3 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.

15. TERMINATION

15.1 Reuters or Client may terminate this Agreement as set out in clause 1.2.

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 and Software; and (c) 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 clauses 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; (c) the relevant Service becomes illegal or contrary to any applicable rule, regulation, guideline or request of any regulatory authority; (d) an agreement between a Reuters Group member and a third party that is necessary to provide the Service is modified or terminated for any reason or breached by the third party; or (e) Reuters discontinues the Service (or any part) as a product offering in any category of media in which case Reuters will give Client not less than 90 days advance notice.

15.4 If Client materially breaches this Agreement, Reuters may, upon giving Client notice, immediately suspend the Services and Client's rights granted in relation to them in whole or in part without penalty until the breach is remedied.

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, due 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 the Agreement by registered mail, courier, fax or delivered in person. Notices will be deemed to be received 3 business days after being sent or on proof of delivery, if earlier.

16.2 Neither 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 sufficient assets 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.