



**OSLO BØRS ASA**

**Standard Information Distribution Agreement**

## THE PARTIES:

1. **Oslo Børs ASA** whose registered office is at Oslo, Norway as specified in Schedule 2 (hereafter referred to as "Oslo Børs")

and

2. <\_\_\_\_\_> whose registered office is at <\_\_\_\_\_> as specified in Schedule 2 (hereafter referred to as the "Vendor"),

together referred to as the "Parties" and individually as a "Party".

## WHEREAS

- A. Oslo Børs collects, creates and compiles Information including quotations, price, volume and other information, in respect of financial instruments and other products traded on Oslo Børs and other markets, known as the Information as defined below and described in Schedule 1.
- B. The Vendor markets and distributes news- and information services (the "Services") and wishes to receive the Information for use in its Services.
- C. Oslo Børs agrees to provide the Information and to permit the Vendor to use, store, process, reproduce, make available and redistribute the Information as part of its Services, in accordance with the provisions of this Agreement.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### DEFINITIONS

In this Agreement the following terms mean:

**Access Fees:** the fees, specified in Schedule 1, payable by the Vendor to Oslo Børs, by reference to the number of real-time Interactive Accesses to the Information.

**Access Point:** the place of delivery of the Information as specified in Schedule 1.

**Agreement:** this agreement, together with any schedule or rider, as may be amended from time to time.

**Business Day:** any day on which Oslo Børs is open for business and the Information is distributed.

**Client:** any individual or legal person who is receiving the Information from the Vendor or any member of the Vendor's Group, whether or not they are paying fees for such a service.

**Commencement Date:** the date this Agreement has been signed by both Parties.

**Device:** a keyboard or other control device and one or more displays intended for use by one person.

**Delayed Information:** Information in respect of which more than the number of minutes specified in Schedule 1 have elapsed from the time the Information was first transmitted to the market.

**End User:** an individual authorised or allowed by Vendor to access and control the Information in accordance with this Agreement.

**Fees:** the Fees specified in Schedule 1 below, which the Vendor will pay to Oslo Børs for the supply of the Information by Oslo Børs.

**GICS:** the Global Industry Classification Standard (GICS), which was developed by and is the exclusive property of and a service mark of Morgan Stanley Capital International Inc. (MSCI) and Standard and Poor's (S&P).

**Information:** the information content of the products described in Schedule 1, as it may be amended from time to time.

**Intellectual Property Rights:** patents, trade marks, service marks, trade and service names, copyrights, topography rights, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect on any of them which may subsist anywhere in the world.

**Interactive Access:** a Device or an End User authorised or allowed by a Vendor to access and control the display of the Information by any means, including without limitation, a password, an identifier, a keyboard or other control device.

**Licence Fee:** the lump sum fee, specified in Schedule 1, payable by the Vendor to Oslo Børs for the right to distribute the Information.

**MSCI:** Morgan Stanley Capital International Inc.

**Quarter:** Each period of three calendar months beginning on 1 January, 1 April, 1 July and 1 October in each year.

**Redistributor:** an individual or a legal person receiving the Information from a vendor or another Redistributor for the redistribution of the Information to third Parties, except as provided under Schedule 6 of this Agreement. Unless otherwise agreed, any Redistributor shall enter into a separate agreement with Oslo Børs, similar to this Agreement, prior to the Vendor supplying the Information for the purposes of redistribution.

**Service:** any service provided by the Vendor's Group from time to time in any form including by way of real-time distribution and/or historic database regardless of the means of access to the database or its delivery to a third Party.

**S&P:** Standard and Poor's

**Technical Fee:** the lump sum fee payable by the Vendor to Oslo Børs for the supply of certain non fee liable products as specified in Schedule 1, which can be redistributed without the receiver entering into an agreement with Oslo Børs.

**Technical Specifications:** the vendor according to the access points referred to in Schedule 1 shall provide relevant technical specifications.

**User ID:** A single, unique user identity controlling access to the Information. This User ID is used to control and report user access to the Information.

A user will either:

- i) Access the Information on a single Device using a single User ID, or
- ii) Access the Information from a Device in more than one location using the same User ID, provided that users will not be allowed simultaneous access to the Information from multiple Devices.

**Vendor's Group:** The Vendor and its subsidiaries (a company in which the Vendor owns directly or indirectly more than 50% (fifty percent) of the issued share capital and over which it exercises effective

control), including the Vendor, and any holding company of the Vendor and any subsidiary of such holding company, as well as any third Party authorised by the Vendor's Group to distribute the Information to the Clients. A third Party may only be authorised to be part of the Vendor's Group if:

- i) the Information is part of a Vendor's Service and
- ii) the Vendor is responsible for due compliance by the third Party of the applicable terms and conditions of this Agreement.

A list of the Vendor's Group members and authorised third Parties is contained in Schedule 3, as may be amended from time to time by agreement between the Parties.

## **1 SCOPE OF THE AGREEMENT**

- 1.1 Oslo Børs will throughout the term of this Agreement
  - i) supply the Information, whether directly or indirectly, to the Vendor's Group on a non-exclusive basis; and
  - ii) grant to the Vendor's Group a non-exclusive licence to use, store, process, reproduce, make available and redistribute the Information to the Clients in accordance with the terms of this Agreement.
- 1.2 The Vendor will use the Information in accordance with this Agreement, comply with its reporting obligations and pay Oslo Børs the Fees, in accordance with clause 9 and 10 and Schedule 1 to this Agreement.
- 1.3 In the event a Redistributor sign this Agreement (or an agreement with terms identical with this Agreement), the rights and obligations applying to a "Vendor" shall be construed and interpreted as applying to any such Redistributor.

## **2 TERM**

- 2.1 This Agreement will come into force on the Commencement Date and will continue in force until either Party terminates the Agreement by giving the other Party not less than three months' prior written notice to expire at the end of a calendar month.

## **3 SUPPLY OF INFORMATION**

- 3.1 Subject to clause 5.3 Oslo Børs will retain the Intellectual Property Rights contained in the Information, as supplied to the Vendor. Subject to clause 5.2, MSCI and S&P will retain all rights in the GICS.
- 3.2 Oslo Børs will make the Information available at the Access Point either directly or indirectly.
- 3.3
  - a) The Information will be supplied by electronic means in accordance with the access points set forth in Schedule 1. Unless otherwise agreed by the Parties, Oslo Børs shall give the Vendor not less than 90 (ninety) days written notice of major changes to the Technical Specifications. Minor changes to the Technical Specifications and other changes in the Information that do not affect the Technical Specifications can be made with adequate, reasonable written notice.
  - b) In the event any such change to Technical Specifications requires the Vendor to modify its equipment, and in case any such modification prevents the Vendor from receiving the Information for five consecutive Business Days or more, the Vendor's obligation to pay Fees pursuant to clause 8 and Schedule 1 shall be waived from the date of such change until the Vendor is able to resume receiving the Information. The Vendor will use reasonable endeavours to undertake the required modifications in the shortest possible delay.
- 3.4
  - a) Oslo Børs shall maintain technical resources, which in its reasonable opinion are necessary to maintain the hardware and software, required for the provision of the Information.

- b) The Vendor shall be solely responsible for ensuring that its hardware and software are available to receive the Information and for correcting errors and overcoming breakdowns and interruptions occurring after the Information has been delivered.
- 3.5 a) Oslo Børs does not warrant that the supply of the Information will be free of interruption. However, Oslo Børs will use reasonable endeavours:
- to give the Vendor immediate notice of any such interruption; and
  - when possible, to give an estimate of the time necessary to remedy any such interruption; and
  - in any case, to promptly remedy any such interruption as soon as practicable after Oslo Børs becomes aware of it.
- b) In case of an interruption in the delivery of the Information (whether such interruption is caused by Oslo Børs, by the Vendor or by an external cause), Oslo Børs may at its own sole discretion, upon the Vendor's request and where reasonably practicable, retransmit the Information lost during the interruption.
- c) In the event that, during any Quarter, Oslo Børs fails to provide the Information for 5 (five) consecutive Business Days or more, the Fees payable pursuant to Schedule 1 shall be reduced in respect of each Business Day during such Quarter that such failures occur by an amount equal to the Fees for the Quarter divided by the quarterly number of Business Days Oslo Børs failed to provide the Information, without prejudice to any other rights and remedies the Vendor may have under this Agreement.
- 3.6 Oslo Børs will supply the Technical Support specified in Schedule 4.

## 4 QUALITY OF THE INFORMATION

- 4.1 Oslo Børs represents that:
- a) it provides the Vendor with the best available Information and that the Information is of a quantity and quality (including in terms of consistency, accuracy, timeliness and comprehensiveness) at least equal to comparable Information supplied by Oslo Børs to any other third Party from time to time. Oslo Børs ensures that the Vendor will not be discriminated compared to other information vendors or Clients receiving the Information directly from Oslo Børs with respect to the quality and scope of the current or future Information.
- b) it will use reasonable efforts to ensure that any Information delivered or transmitted to the Vendor by electronic methods shall be free from virus; and
- c) although it does not warrant that the Information will be complete or error-free, Oslo Børs will however use reasonable endeavours to :
- ensure that the Information is accurate and complete;
  - notify the Vendor of any errors or omissions in the Information as soon as reasonably practicable after it becomes aware of them; and
  - take the necessary steps to have any such errors or omissions corrected as soon as reasonably practicable after Oslo Børs becomes aware of them.
- 4.2 a) Oslo Børs reserves the right with reasonable notice and in its absolute discretion to:
- i) introduce in addition to the existing Information newly traded instruments; and
  - ii) withdraw from the Information the prices of any traded instrument that ceases trading.
- b) In addition, Oslo Børs reserves the right to add to, alter or delete any part of the Information in its sole discretion provided, however that,
- i) Oslo Børs shall give to the Vendor not less than 90 (ninety) days' prior written notice, whenever possible, and

- ii) any such addition, alteration or deletion shall be applied equally to all information vendors who have selected the same type of Information as the Vendor.
- c) If, in the Vendor's reasonable opinion, such proposed alteration or deletion would significantly reduce the quality or alter the nature of the Information, the Vendor may terminate this Agreement without liability and without affecting any of its other rights or those of any other member of the Vendor's Group by written notice within 30 (thirty) days of the date of Oslo Børs' notice. In such a case, termination of this Agreement will be effective on the date the alteration or deletion takes effect.

## 5 VENDOR'S USE OF THE INFORMATION

- 5.1 a) The Vendor's Group may:
- i) use, store, process, reproduce, make available and distribute the Information world-wide (which in this clause 5 includes any Information so processed) in any way or form (including but not limited to by means of teleprinter, datafeed, screen-based news retrieval services, historical database services, graphics services, radio, television, printmedia, Internet or any other means), on a real-time or delayed basis, subject to the terms of this Agreement. However, the Vendor's Group will not knowingly misrepresent the Information, in particular, it may not pass off delayed Information as real-time Information.
  - ii) compile the Information in whole or in part in a Service; and
  - iii) redistribute (including via a datafeed), make available for retrieval (including via database) and otherwise market the Information in whole or in part, in any way or form, on a real-time or delayed basis to the Clients on a world-wide basis, through private or public networks, on the terms which the Vendor's Group considers appropriate from time to time, which terms shall be substantially in accordance with this Agreement.
- b) The Vendor's Group will have complete editorial freedom in respect of the form and content of the Service, subject to the provision of clause 5.1a).
- c) Subject to technical or other constraints, according to which the Vendor's decision will be final, the Vendor's Group will attribute Oslo Børs as the source of the Information.
- d) The Vendor is responsible for informing the Vendor's Group of the existence of this Agreement and of the rights and obligations of the members of the Vendor's Group according to this Agreement. If the Vendor fails to inform a member of the Vendor's Group of this Agreement and its implications for members of the group and such member enters into a Distribution Agreement with Oslo Børs, then Oslo Børs, if acting in good faith and unaware that such entity is a member of the Vendor's Group, shall not be obliged to repay the Licence Fee or any other Fee which Oslo Børs has received from said member of the Vendor's Group under such member's Distribution Agreement, notwithstanding that Oslo Børs or such member of the Vendor's Group later discovers that such Fee would not have been charged if Oslo Børs had known that said member was part of the Vendor's Group.
- 5.2 The Information (Equity Indices) is based on Morgan Stanley Capital International Inc. (MSCI) Global Industry Classification Standard – GICS.

A description of the GICS is publicly available i.a. on Oslo Stock Exchange's web site. The Vendor's Group may not redistribute the description of the GICS to its Clients, nor to any other third party.

The GICS is developed by and is the exclusive property of and service mark of Morgan Stanley Capital International Inc. (MSCI) and Standard and Poor's (S&P). It has been licensed for use by Oslo Børs and the Vendors Group is entitled to redistribute products based on classifications made by MSCI and S&P to its Clients, provided that such Clients have agreed to be bound by the terms set out in Schedule 5 and/or Schedule 6, as applicable.

The Vendors Group is entitled to make use of the classifications made by MSCI and S&P solely for the purpose of comprehending the content of the Information (the products). The Vendors Group is not entitled to use the GICS to create a classification designation in any way.

The Vendors Group acknowledges that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. The Vendors Group agrees that the rights granted hereunder convey no rights, title or interest in or to the GICS to the Vendors Group. The Vendors Group shall not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S&P nor any other party makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party hereby expressly disclaim all warranties of originality, accuracy, completeness merchantability or fitness for particular purpose with respect to any of this information. The Information (Equity Indices) are not issued, sponsored, endorsed, sold or promoted by MSCI or S&P.

5.3 All Intellectual Property Rights subsisting in or relating to:

- a) the inclusion of the Information (as processed by the Vendor) in a Service; and
- b) any collection, compilation or other work in which the Information or any part of it is included which is created by or on behalf of the Vendor's Group, will be owned by the Vendor's Group. The right of the Vendor's Group over the Information once integrated in one of its Services shall not affect Oslo Børs' Intellectual Property Rights in the original Information sent to the Vendor, as mentioned in clause 3.1.

5.4 Nothing in this Agreement will affect the rights of the Vendor's Group to use, promote and redistribute any market information legally obtained from other sources whether or not such information is the same as or similar to the Information.

5.5 The Vendor's Group will make all reasonable efforts to ensure that any users accessing Vendor's Group web-sites or in any other way gaining access to the Information from any Vendor's Group non-access and agreement-controlled environment, are made aware of the Oslo Børs disclaimer and copyright notice.

For this purpose, the Vendor's Group will substantially provide at their web-site or in other of their non-access and agreement-controlled environments the disclaimer and copyright notice outlined in Schedule 5.

5.6 This clause 5 survives termination of this Agreement.

## 6 CLIENT'S USE OF THE INFORMATION

6.1 The Vendor's Group will make reasonable efforts to ensure that its Clients will use the Information in accordance with this Agreement. For that purpose, the Vendor's Group will substantially provide in the subscriber agreements the terms and conditions outlined in Schedule 6.

6.2 a) Oslo Børs may at its sole discretion require the Vendor to discontinue the supply of Information to any site for which a Client has failed to meet its obligations under this Agreement stated to be in relation to such Client.

b) In such cases:

- i) Oslo Børs must provide a notice in writing to the Vendor concerned 10 (ten) days prior to the disconnection date;

- ii) the period of disconnection must be clearly stated. If disconnection is open-ended, Oslo Børs must inform the Vendor as soon as the ban on supply of Information is lifted;
- iii) the reason for the disconnection must be clearly stated; and
- iv) Oslo Børs will not under any circumstance indemnify the Vendor for any loss or claim, including without limitation unpaid fees or Service subscriptions arising as a result of the disconnection.

## **7 WARRANTIES**

7.1 Oslo Børs represents and warrants that:

- a) it has the right to supply the Information to the Vendor's Group for the purposes specified in this Agreement and that the Information and its use as specified in this Agreement will not infringe any Intellectual Property Rights of any third Party; and
- b) the supply of the Information to the Vendor will not infringe any applicable statute, law, rule or regulation.

7.2 This Clause 7 survives termination of this Agreement.

## **8 INDEMNITY AND LIABILITY**

8.1 Oslo Børs is solely liable for and will indemnify the Vendor's Group against all direct loss, damage cost or expense arising out of:

- a) claims or proceedings relating to the possession, use or exploitation of the Information by the Vendor's Group and/or the Clients, based on the fact that such possession, use or exploitation infringes any Intellectual Property Rights of any third Party, on the condition that Vendor informs Oslo Børs in writing of the infringement in such a way that Oslo Børs may defend its position, or modify the infringing item such that it no longer constitutes an infringement; or
- b) any material breach by Oslo Børs of any express condition, warranty or undertaking under this Agreement; or
- c) Oslo Børs' gross negligence or wilful misconduct.

8.2 In the cases described in clause 8.1a), without affecting the Vendor Group's other rights, Oslo Børs will, at its own expense in relation to any such claim or proceeding, promptly:

- a) procure for the Vendor's Group any required licence, consent or authorisation necessary to permit the Vendor's Group to perform any act authorised by this Agreement; or
- b) modify or replace or procure the modification or replacement of any part of the Information which is necessary to ensure that the relevant infringement is prevented.

8.3 Oslo Børs shall not be liable for any loss, damage, costs, claims and expenses whatsoever:

- a) arising from mechanical or electrical or telephone breakdown or power failure or malfunction of any computer and/or data transmission or receiving apparatus and/or auxiliary equipment or any other cause beyond the reasonable control of Oslo Børs;
- b) arising from any error or omission in the collecting, recording, processing, storing, making available for supply or supplying of the Information, unless such loss, damage, costs, claims or expenses arise from the gross negligence or wilful misconduct of Oslo Børs.

- 8.4 The Vendor is solely liable for and will indemnify Oslo Børs against all direct loss, damage cost or expense arising out of:
- a) any material breach by the Vendor of any express condition, warranty or undertaking under this Agreement; or
  - b) the Vendor's gross negligence or wilful misconduct
- 8.5 The Vendor will not be liable for any loss, damage or cost incurred by Oslo Børs arising from any delays, errors or omissions however occasioned in using, storing, processing, attributing, reproducing or redistributing the Information, except in the case where such loss, damage or cost is caused by the Vendor's gross negligence or wilful misconduct.
- 8.6 To the extent permitted by law, under no circumstances will each Party's liability under this Agreement exceed NOK 500,000 (five hundred thousand Norwegian kroner), regardless of the cause or form of action, except with regard to underpayment or non-payment of fees due by the Vendor pursuant to clauses 9 and 10 of this Agreement.
- 8.7 Neither Party will be liable to the other for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue or goodwill or loss of data arising out of this Agreement.
- 8.8 This clause 8 survives termination of this Agreement.

## **9 FEES AND PAYMENT**

- 9.1. The Vendor will pay to Oslo Børs: the Fees specified in Schedule 1 and any applicable sales taxes and duties payable in respect of the Information.
- 9.2 The Fees will be payable in accordance with Schedule 1 and this clause 9.
- 9.3 a) The Access Fees will be calculated in accordance with Schedule 1, on the basis of the total number of each Client's Interactive Accesses to real-time Information as evidenced by the statement to be prepared by the Vendor pursuant to clause 10.
- b) In a networked environment, the unit of count in relation to Interactive Accesses shall be the End User and, in a standalone environment, the unit of count shall be the Device.
- c) No Access Fees are payable in respect of:
- i) any remote Interactive Access authorised to access a corresponding host Interactive Access, provided the two Interactive Accesses cannot take place simultaneously;
  - ii) emergency information facilities ("EIF") maintained by the Vendor's Group or a Client, provided the Clients using the Information at the EIF site are already paying fees at their normal location and the normal location is not operational and the number of Interactive Accesses at the EIF site is lower than or equal to the number of Interactive Accesses already reported for any such Client at its usual location;
  - iii) internal use of the Information by the Vendor's Group whether by the Vendor or by third Party developers at an internal or external site for Information vending purposes, such as promotion, software development, quality control, testing, education, demonstration purposes or customer services;
  - iv) the first 30 (thirty) days during which a Client receives the Information from the Vendor's Group;
  - v) any use or redistribution of Delayed Information;
  - vi) wallboards;
  - vii) derived data, where the underlying value cannot be determined;

- viii) provision of the Information to educational establishments (schools, universities, institutes, etc) and use of the Information by any such establishment for purely educational or learning purposes;
- ix) any slave display or other device without the ability to request and control access to the Information;
- x) any use or redistribution of the Information in bona fide news reporting.

d) The Parties agree that:

- i) when an Interactive Access receives the Information via 2 (two) or more Vendor's Services, then such Interactive Access will count as 1 (one) Interactive Access;
- ii) the Vendor will report and pay Fees irrespective of the number of other information vendors supplying the Information to a Client's site.

9.4 The Fees will be paid in the currency and to the bank account specified by Oslo Børs in Schedule 2.

All Fees shall be exclusive of any value added tax or any local taxes arising from the Agreement.

9.5 a) Oslo Børs may adjust the basis of calculation of the Fees once every calendar year of this Agreement by giving the Vendor not less than 120 (one hundred and twenty) days prior written notice (or any such other notice period agreed by the Parties – in writing), provided, however, that any such adjustment:

- i) will apply equally to any other information vendor who has selected the same type of Information; and
- ii) will only take effect from the first day of a Quarter.

b) If as a result of such adjustment, the Fees are to be increased by a percentage above the percentage change in the most recently published Norwegian Consumer Price Index compared with that index published 12 months earlier, the Vendor may terminate the Agreement by giving Oslo Børs written notice within 30 (thirty) days of the date of Oslo Børs notice referred to in clause 9.5a). The Agreement will terminate from the date such increase would have come into effect.

9.6 Oslo Børs covenants that during the term of the Agreement the Fees will not be higher than the Fees payable to Oslo Børs by any third Party in respect of any information identical or similar to the Information in terms of content, quantity, quality or extent. Oslo Børs ensures that the Vendor will not be discriminated compared to other information vendors or other third Parties with respect to the Fees payable for the current or future Information. This covenant includes Information provided by Oslo Børs in any way including via the Internet and whether or not under a licence similar to that set out in clause 1 of the Agreement.

The Vendor acknowledges that this clause 9.6 may not apply to Exchange members.

9.7 Nothing in this clause 9 will affect the right of the Vendor's Group in its discretion to set the actual amount it will charge any Client for the provision of the Information.

9.8 Failure by the Vendor to pay by the due date any amounts due under this Agreement shall make the Vendor liable to pay Oslo Børs interest on the balance outstanding from the due date in accordance with the Overdue Payments Interest Act (Norway) of 19 December 1976 No 100, § 3.

## 10 VENDOR'S REPORTING OBLIGATIONS (WHERE APPLICABLE)

a) Within 15 (fifteen) days following the expiration of each month, the Vendor will send Oslo Børs a consolidated statement substantially in the form of Rider A to Schedule 1 showing:

- i) the total number of Interactive Accesses by Clients to real-time Information at the end of the preceding month and
- ii) the Information Fee due to Oslo Børs for the preceding month.

- b) The Vendor will use reasonable endeavours to ensure that each Client to whom the Vendor's Group provides the Information:
  - i) declares the number of Interactive Accesses (excluding those referred to in clause 9.3c) which receive the Information; and
  - ii) provides the information needed to meet Oslo Børs' requirements defined in Schedule 1, Rider A.
- c) On the basis of the statements prepared by the Vendor pursuant to clause 10a), the Vendor will pay Oslo Børs for the Information within 20 (twenty) days after the end of each month.
- d) The Vendor's obligation to use reasonable efforts to ensure the completeness and accuracy of the Client's reports includes the notification to Oslo Børs of any case in which the Vendor has evidence or reasonable cause to believe that a Client's report is incomplete, inaccurate or out of date.
- e) The Vendor is at liberty to make adjustments to the current month's payment under clause 10c) of this Agreement in respect of errors or omissions occurring within the previous 7 (seven) months. Any adjustments the Vendor wishes to make in excess of 8 (eight) months may only be done at the sole discretion of Oslo Børs.
- f) In addition, the Vendor is required to store and upon Oslo Børs's request or at the time of an Oslo Børs audit, to provide Oslo Børs with:
  - i) a list of Clients acting as Redistributors that is currently up to date and that covers the period being audited if applicable, and
  - ii) records taken at least at the end of every Quarter of Clients exempted for payment of fees by virtue of inclusion under clauses 9.3 c) ii, iii, iv, vi and viii specifying the basis for the exemption for each client.

## 11 OSLO BØRS' AUDIT RIGHTS

- a) Oslo Børs may on giving the Vendor 30(thirty) days prior notice in writing (or any such other notice period agreed by the Parties – in writing) audit themselves or appoint external auditors to audit at its expense the records of the Vendor, during normal business hours and subject to the Vendor ordinary security and confidentiality requirements, not more frequently than once a year during the term of this Agreement, to verify compliance with the Agreement and, in particular, the completeness and accuracy of the statements referred to in clause 10a) and of the related payments. The Vendor or a Client may allow a shorter notice where Oslo Børs has good reasons to suspect a breach of the Agreement.
- b) The Parties agree that audits (whether at the Vendor's or the Client's site) shall be conducted in a practical manner where both Parties will co-operate to ensure that the purpose of the audit is achieved with minimum disruption to the business operations of any Parties involved, including Clients where applicable. Oslo Børs recognises in principle the SIIA FIRD Audit Code of Practice but reserves the right at their own sole discretion to conduct the audit in accordance with the methods recommended by Oslo Børs' auditors as being suitable.
- c) If any such audit reveals that there has been an underpayment of Fees in respect of the period covered by the audit, then the Vendor shall forthwith pay such Fees. If the audit reveals that there has been an underpayment of Fees of more than 10 % (ten percent) of an amount equal to the sum of the 12 (twelve) lowest monthly Fee remittances from the most recent 18 (eighteen) months, then the Vendor will also be liable for the reasonable cost of such audit.
- d) The Vendor undertakes to keep all Client records required under this Agreement for the previous 3 (three) calendar years.

## 12 CONFIDENTIALITY

- 12.1 Each Party acknowledges that information of a confidential nature relating to the business of the other may be disclosed to it under this Agreement. Each Party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third Party nor use it for any purpose other than in the performance of this Agreement. The Parties further agree that information disclosed to Oslo Børs by way of Client's access declarations or on the occasion of an audit shall be treated as confidential. The confidentiality undertaking under this clause 12 will be binding for as long as such information retains commercial value.
- 12.2 This obligation of confidentiality will not apply to information that is generally available to the public through no act or omission of the receiving Party, or becomes known to the receiving Party through a third Party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority.
- 12.3 No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement will be made or sent by either Party without the prior consent of the other. This consent will not be unreasonably withheld.

## 13 TERMINATION

- 13.1 Notwithstanding the provisions of Clause 2, either Party may terminate this Agreement forthwith in the event of:
- a) any material breach of this Agreement by the other Party which is :
    - i) incapable of remedy; or
    - ii) if capable of remedy, is not remedied within 30 (thirty) days of written notice by the other Party requiring it to be remedied;
  - b) any proceedings, whether voluntary or involuntary, instituted for the winding-up of the other Party or for the appointment of a receiver, other than for the purpose of a bona fide reconstruction.
- 13.2 In addition to the above, if the Vendor materially breaches this Agreement, Oslo Børs may immediately suspend the provision of Information in whole or in part until the breach is remedied.
- 13.3 Notwithstanding termination of this Agreement pursuant to this clause 13, the Vendor's Group shall have the right, without further obligation to Oslo Børs, to continue using in perpetuity the Information acquired during the term of this Agreement and to use it for any of the licensed purposes set out in this Agreement.
- 13.4 Termination of this Agreement shall not affect the accrued rights or liabilities of the Parties arising out of this Agreement as at the date of termination and all provisions which are expressed to survive this Agreement or which by implication do so shall remain in force and effect.

## 14 GENERAL

- 14.1 Neither Party may assign any right or obligation of this Agreement without the prior written consent of the other, except that the Vendor may transfer its rights or obligations to a member of the Vendor's Group. Such consent is not to be unreasonably withheld, conditioned or delayed. If the Party required to give it denies any such consent, the other Party shall be allowed to terminate this Agreement on 3 (three) months' written notice.

14.2 Unless otherwise provided in this Agreement, no variation or modification to this Agreement will be valid unless mutually agreed in writing and signed by both Parties. Oslo Børs reserves the right to make amendments to any Schedules (except Schedule 1) and Riders at its sole discretion giving the Vendor the applicable prior written notice set forth in this Agreement.

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

14.4 Failure or delay by either Party to exercise any right or remedy under this Agreement will not be considered as a waiver of such right or remedy nor as an acceptance of the event giving rise to such right or remedy.

14.5 Neither Party shall be held liable or be deemed to be in default under this Agreement for any failure to perform its obligations hereunder, arising directly or indirectly from events or circumstances beyond its reasonable control if such events or circumstances under Norwegian law must be regarded as constituting events of force majeure.

If such events or circumstances continue for more than 14 (fourteen) days, either Party may cancel this Agreement immediately on notice.

14.6 Oslo Børs acknowledges that the Vendor has concluded this Agreement for the benefit of the Vendor's Group, and the Vendor shall be responsible for the good performance by any entity of the Vendor's Group of the terms of this Agreement, to the extent they are applicable.

14.7 The laws of Norway will govern this Agreement. Both Parties submit to the exclusive jurisdiction of the Oslo City Court.

14.8 Nothing in this Agreement will create or be deemed to create a partnership or agency relationship between the Parties.

14.9 This Agreement shall not constitute an assignment by either Party hereto of any trademark, copyright or other intellectual property right.

## 15 COPIES FOR SIGNATURE

Two identical copies of this Agreement have been presented to both Parties for execution by each Party. Following execution, each Party shall retain one copy of this Agreement. Each Party agrees that either of the two copies alone represents a full and complete version of this Agreement.

**AS WITNESS** the duly authorised representatives of the Parties have signed this Agreement.

*Signed on behalf of:*  
*Oslo Børs ASA*

*Signed on behalf of:*  
<\_\_\_\_\_>

*Øyvind Skar*  
*Senior Vice President Information Services*

<attn >  
<atti >

*Date:*

*Date:*

## Change Log

Date	Change No.	Changes described

### Attachment index

Document name	Description	Version
Schedule 1	Products and Fees	November 2008
Rider A	Monthly Reporting Form	November 2008
Schedule 2	Contracting Parties	November 2008
Schedule 3	List of the Members of the Vendor's Group and Authorised Third Party Distributors	November 2008
Schedule 4	IT Services & Support	November 2008
Schedule 5	Oslo Børs' requirements in relation to publishing of the Information in a not access and agreements controlled environment	November 2008
Schedule 6	Oslo Børs' requirements in relation to agreement between the Vendor and its Client	November 2008



OSLO BØRS

SCHEDULE 1

### Products and Fees

This Agreement between Oslo Børs and the Vendor is valid for the following products:

Product	Fee Type	Terms of payment	Point of Access
Market information from Oslo Børs - real-time	Licence fee	Yearly in advance	Infolect
Market information from Oslo Børs - delay (15 minutes)	Licence fee	Yearly in advance	Infolect
Market information from Oslo Børs - Access for professional subscribers	Access fee	Monthly in arrears	Infolect
Market information from Oslo Børs - Access for private subscribers – Level 2	Access fee	Monthly in arrears	Infolect
Market information from Oslo Børs - Access for private subscribers – Level 1	Access fee	Monthly in arrears	Infolect
Market information from Oslo Børs - Quote snapshot	Access fee	Monthly in arrears	Infolect

Fees are set forth in the current Price List, as updated from time to time pursuant to and in accordance with the Standard Information Distribution Agreement.

*Signed on behalf of:*  
*Oslo Børs ASA*

*Signed on behalf of:*  
<\_\_\_\_\_>

*Øyvind Skar*  
*Senior Vice President Information Services*

<attn >  
<atti >

*Date:*

*Date:*



OSLO BØRS

RIDER A

**MONTHLY REPORTING FORM**

Reporting shall be made within 15 (fifteen) days following the expiration of each month.

Payment shall be made within 20 (twenty) days following the expiration of each month.

Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

**Your report should be returned to:**[sales@oslobors.no](mailto:sales@oslobors.no) /

Att: Information Services

Oslo Børs ASA

Pb. 460 Sentrum

NO-0105 Oslo

Fax: +47 22 42 68 47

Dear Contact:

Please complete this sheet to update your reporting each month. For each reporting month, enter the number of units active on the date(s) listed for each product.

To correct previous reporting, please use the same form, one for each month there are corrections.

Month and year: \_\_\_\_\_

<b>Product name</b> (Generic list of all product under reporting obligation. Report only applicable products.)	<b>Number of Interactive Accesses</b>	<b>Fee per Interactive Access</b>	<b>Product sum NOK</b>
<b><i>Market Information from Oslo Børs</i></b>			
- Access fee professional			
- Access fee professional – Post trade			
- Access fee private – Level 1			
- Access fee private – Level 2			
- Oslo OTC Trade Reporting Data*			
- Quote snapshots – Level 1			
- Quote snapshots – Level 2			
<b><i>Fundamental data (on OCDF)</i></b>			
- Access fee professionals – Fundamental Data			
- Access fee private Subscribers – Fundamental Data			
		<b>This month's payment NOK</b>	

\_\_\_\_\_  
Signature\_\_\_\_\_  
Phone Number\_\_\_\_\_  
Print Name\_\_\_\_\_  
E-mail Address

\* Subscribers on Oslo OTC Trade Reporting Data who are not taking any real time data from Oslo Børs.



**List of the Members of the Vendor's Group  
and  
Authorised Third Party Distributors  
(please specify ownership/relationship)**

## IT Services & Support

### 1 GENERAL

Oslo Børs offers IT services and support for Vendors receiving Information directly from Oslo Børs' premises. Vendors that receive Information from Oslo Børs indirectly via one or more Redistributors are to use service and support facilities provided by the Redistributor.

Oslo Børs' Information Services Department will give content and product support to all Vendor's receiving Information directly from Oslo Børs' premises.

Oslo Børs' does not offer any direct support for Vendor's End Users.

The information given below only applies to Vendors receiving Information directly from Oslo Børs.

### 2 OSLO BØRS' COMMITMENTS

2.1 All issues regarding operational matters shall be directed to the OSE Help Desk.

For non-operational questions and requests, contact should be made directly to Oslo Børs. For questions and requests regarding Information content or product specifications, contact Oslo Børs' Information Services Department. For questions and requests regarding technical specifications and other technical issues, contact Oslo Børs Technical Support.

2.2 When central system problems occur, Oslo Børs will notify the Vendor as soon as possible by means of electronic mail and/or phone call.

2.3 When central system problems occur, Oslo Børs will endeavour to restore the service as soon as possible.

2.4 Oslo Børs will take all reasonable steps to ensure that data services provided to the Vendor are timely and accurate.

2.5 Points of Contact for Oslo Børs are as follows:

Type of contact	Handled by	Hours (CET)	Telephone	E-mail
Operational issues	OSE Help Desk	0700-2100	+47 22 34 19 90	helpdesk@oslobors.no
Sales & Product and Technical issues	Oslo Børs' Information Services Department	0800-1800	+47 22 34 18 02	sales@oslobors.no

*Points of Contact in Oslo Børs are manned Monday to Friday on ordinary trading days at OSE.*

2.6 Designated names and contact numbers for Oslo Børs will be posted and reviewed on a regular basis.

### 3 THE VENDOR'S COMMITMENTS

- 3.1 The Vendor will notify Oslo Børs immediately once a fault relating to the receipt of Information from Oslo Børs has been isolated and qualified.
- 3.2 The Vendor will escalate faults relating to the receipt of Information where appropriate through Oslo Børs or via an alternative contact designated by Oslo Børs.
- 3.3 Should the Vendor be dissatisfied with Oslo Børs' IT & support service, the issue should be raised with Oslo Børs' IT Manager.
- 3.4 The Vendor will take reasonable steps to ensure that data from Oslo Børs disseminated via its real-time networks is timely and accurate. In case the Vendor finds any fault relating to the receipt of Information, the Vendor shall perform a reasonable problem qualification of the problem before contacting Oslo Børs.
- 3.5 Points of Contact for Vendor are as follows:

Type of contact	Handled by	Hours (CET)	Telephone	E-mail
Operational issues				
Technical issues				
Product issues				

*Vendor's point of contact for operational issues will be manned Monday to Friday on ordinary trading days at OSE.*

- 3.6 The Vendor shall provide Oslo Børs with updates to the above contact information.

## Oslo Børs' requirements in relation to publishing of the Information in a not access- and agreement-controlled environment

The Vendor's Group will substantially provide the following at their web site or in any other of the Vendor's Group's not access- and agreement controlled environments:

### Disclaimer and Copyright Notice

#### Read the following before you proceed

##### *Disclaimer*

Oslo Børs ASA supplies the Information. The content of this web site is intended as a service to the market only. Oslo Børs disclaims all responsibility for any and all mistakes or inaccuracies in the information. Further, Oslo Børs disclaims all liability for loss or damage, which may result from the use of information on this web site.

##### *Copyright Notice*

The proprietor of certain material that is found on this web site is Oslo Børs ASA. The provisions of the Norwegian Copyright Act (Åndsverkloven) protect the material, and Oslo Børs has exclusive rights to dispose of such material found on this web site. The contents may not be made available outside of the private sphere or copied for a purpose other than for private use or as prescribed by involuntary statute, except with Oslo Børs' prior written consent.

The material may be read on-screen, on spot and on-line. It may not be copied, downloaded, stored, transmitted or otherwise reproduced or made available.

The Equity Indices are based on MSCI's Classification Model (Global Industry Classification Standard – GICS).

A description of the GICS is publicly available i.a. on Oslo Stock Exchange's web site. You may not redistribute the description of the GICS to any third party.

The GICS is developed by and is the exclusive property of and service mark of Morgan Stanley Capital International Inc (MSCI) and Standard and Poor's (S&P). It has been licensed for use by Oslo Børs and <\_\_\_\_\_> that are entitled to redistribute the classifications and products based on classifications made by MSCI and S&P to their clients. You are entitled to make use of the GICS solely for the purpose of comprehending the content of the Information (the products). Specifically, you may not use the GICS to create a classification designation in any way.

You hereby acknowledge that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. You agree that the rights granted hereunder convey no rights, title or interest in or to the GICS to you. You may not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S&P nor any other party makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party hereby expressly disclaim all warranties of originality, accuracy, completeness merchantability or fitness for particular purpose with respect to any of this information. The Equity Indices are not issued, sponsored, endorsed, sold or promoted by MSCI or S&P.

## Oslo Børs' requirements in relation to agreements between the Vendor and its Clients

1. a) The Vendor's Group will substantially provide in the subscriber agreements with Clients that each Client:
  - i) may only redistribute limited extracts (i.e. purely ad hoc and insubstantial extracts) of real-time Information, provided that any such redistribution complies with any and all of the following requirements, i.e.:
    - is not continuous
    - does not constitute updating in real-time
    - is made on either infrequent or irregular basis
    - is incidental to the purpose of the Client's principal business
    - cannot be used as a substitute for any Service or any substantial part of it
    - has no independent commercial value
    - is not separately charged for
    - is not made in connection with commercial information brokering, information vending, publishing or credit rating, nor for substantial reproduction through the press or media, nor for transmission via any private or public network, cable or satellite system; and
  - ii) may not delete any copyright or proprietary notice contained in the Information.
- b) Redistribution of Delayed Information by Clients is also subject to the conditions mentioned under clause 1(a)(i).
2. The Vendor shall take reasonable steps to ensure that its agreement with Clients:
  - recognises that Oslo Børs may assert intellectual property rights in the Information;
  - recognises that the Information is provided subject to terms of an agreement with Oslo Børs;
  - recognises restrictions on third Party redistribution of Information as agreed with Oslo Børs;
  - requires the Client to provide on request all information requested by the Vendor or Oslo Børs to invoice applicable fees or monitor compliance with agreements;
  - allows rights of audit by the Vendor, Oslo Børs or their appointed representatives;
  - provides for the Client's obligation to use the Information for its internal business use.
3. The Vendor further acknowledges that Oslo Børs has the right to require the Vendor to discontinue the supply of Information to any Client who does not comply with the above terms.
4. The Vendor's Group will substantially provide in the subscriber agreements with Clients the following:

"The Equity Indices are based on MSCI's Classification Model (Global Industry Classification Standard – GICS).

A description of the GICS is publicly available i.a. on Oslo Stock Exchange's web site. The Client may not redistribute the description of the GICS to any third party.

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The Client acknowledges that MSCI is the sole and exclusive owner of all right, title and interest in and to the GICS. The Client agrees that the rights granted hereunder convey no rights, title or interest in or to the GICS to the Client. The Client shall not use the GICS in any way other than as expressly provided herein.

Neither MSCI nor S & P nor any other party involved in or related to the compilation or creation of the GICS makes any express or implied warranties or representations with respect to this information (or the results to be obtained by the use thereof), and MSCI and S&P and any other party involved in or related to the compilation or creation of the GICS hereby expressly disclaim all warranties of originality, accuracy, completeness merchantability or fitness for particular purpose with respect to any of this information. The Equity Indices are not issued, sponsored, endorsed, sold or promoted by MSCI or S&P.”