

Subscription to Instrument Reference Data and Fundamental Data

Terms and Conditions

(as of 1st June 2016):

- 1) The Customer has ordered a subscription for Instrument Reference Data and/or Fundamental Data product (the Products) in accordance with Oslo Børs Terms and Conditions contained herein and the enclosed Order and Contact Form.
- 2) Oslo Børs will throughout the term of this agreement supply the ordered information to the Customer on a non-exclusive basis, and grants the Customer a non-exclusive licence to use the information in accordance with the terms contain herein.
- 3) Subscribing to Products for internal use gives the right to unlimited internal usage of the file.
- 4) Subscribing to Products for external distribution gives the right to unlimited redistribution of the content of the file, however the complete file as received from Oslo Børs may not be redistributed. The content may be redistributed as soon as the file is received, free of charge for the end user. There are no restrictions for internal usage of the file.
- 5) Oslo Børs reserves the right to with reasonable notice and in its absolute sole discretion to add, alter or withdraw the Products or part of the information.
- 6) Subscriptions run from the date specified in the Order and Contact Form. In the event that an invoice has not been paid by the due date indicated on the invoice, Oslo Børs reserves the right to discontinue the delivery with 30 – thirty – days’ written notice. Delivery will not resume until payment has been received.
- 7) The subscription charge is payable in advance for each subscription period. The subscription period is identical to the calendar year. If a subscription is ordered during a subscription period, a pro rata charge is payable for the number of months left in the subscription period.
- 8) Failure by the Customer to pay by the due date any amounts due under this Agreement shall make the Customer 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.
- 9) A subscription may be terminated by the Customer in writing no later than 3 – three – months before the start of a new subscription period. Oslo Børs may terminate the subscription with a 3 – three – months’ written notice prior to the end of each subscription period. Such termination shall be effective from the end of the subscription period.
- 10) Oslo Børs does not warrant that the supply of the information will be free of errors and interruptions.
- 11) Oslo Børs accept no responsibility for errors or inaccuracies in the information or the delivered Product. Neither does Oslo Børs assume any liability whatsoever for any direct or indirect loss, damage, costs, claims and expenses
 - resulting from use of such information or Products.
 - arising from electrical or telecommunication breakdown
 - arising from any error or omission in the collecting, processing, storing, making available for supply or supplying for the information

- 12) To the extent permitted by law, under no circumstance will Oslo Børs or the Customer liability under this agreement exceed an amount equal to the current annual subscription charge paid for the ordered Products, regardless of the cause or form of action.
- 13) In the event of a dispute concerning the interpretation or the legal effect of this agreement, the parties shall seek to resolve the dispute through negotiations.
- 14) 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.

Order and Contact Form Reference Data and Fundamental Data

The order includes the following (Please tick off the product(s) you require in the form below):

Instrument Reference Data

Internal use
External distribution

Fundamental Data

Equities, Internal use
Bonds, Internal use
Document Feed, Internal use

Customer Information

Customer name
Postal address
Post/Zip code
Country

Invoice Details (if different from above)

Customer name
Postal address
Post/Zip code
Country

Attention
e-mail address

Invoice by e-mail

Invoice by mail

Invoice by e-mail and mail

Contact person

Name
Title
E-mail
Phone

Point of access (email/FTP)

We hereby order the Reference Data / Fundamental Data as per the above specification and confirm that we have read, and accepted the delivery terms (Terms & Conditions).

Place: _____ Date: _____

Customer signature

Please return this agreement to Oslo Børs ASA, Sales and Marketing Department, sales@oslobors.no