



# NextHistory

## Exhibit

Version 1.0  
15 February 2008

**This Exhibit forms an integral part of the NextHistory Agreement, between Euronext N.V and Licensee, granting Licensee a non-exclusive and non-transferable licence to receive and use the Information (the “Agreement”).**

**This Exhibit consists of two parts -**

- **Part 1 applies to the receipt and use of Information by Licensee and, where applicable, by other members of Licensee’s Group.**
- **Part 2 contains additional provisions applicable only where Licensee, and where applicable Licensee’s Group, has been given permission by NYSE Euronext to distribute Information to Subscribers, in accordance with the Agreement.**

### **Part 1.**

#### **1. Scope**

- 1.1 This Exhibit is available and applicable only to Clients that receive and use Information Products, as specified in the NextHistory Application Form. Rights and obligations relating to any other NYSE Euronext Information Products are not covered by this Exhibit.
- 1.2 Licensee and members of Licensee’s Group are permitted by the Agreement to use Information exclusively as specified in the NextHistory Agreement.
- 1.3 All changes relating to the use of Information as specified in the Application Form and any use of Information not described in the Application Form are subject to the approval of NYSE Euronext and may require the submission and approval of an updated Application Form, an additional Exhibit and/or a separate agreement with NYSE Euronext.
- 1.4 Except for the definitions set out in Part 2, all capitalised terms used in this Exhibit shall have the meanings set out in the NextHistory Agreement.

#### **2. Licensee’s Group**

- 2.1 For the purposes of this Exhibit, Licensee’s Group is limited to Licensee and Affiliated Companies and Service Facilitators as listed on the Application Form. Licensee is not permitted to obtain access to, use or distribute Information via any other third parties except where specially provided for within the Agreement.
- 2.2 For the purposes of this Exhibit, use by Licensee’s Group will include use by any officer or employee of any member of Licensee’s Group and may, at NYSE Euronext’s discretion, include use by any natural person acting as consultant, contractor or adviser on behalf of, at the premises of and under control of any member of Licensee’s Group.
- 2.3 Licensee remains liable for Fees and Charges applicable for the use of Information by all members of Licensee’s Group.
- 2.4 Licensee shall comply and ensure that all other members of Licensee’s Group comply, with all Licensee’s obligations as identified in this Agreement.

### 3. Licensee's Use of Information

3.1 Licensee is permitted to use Information subject to the terms of this Agreement and in accordance with Licensee's Application Form and Exhibits. Any other use is not permitted under this Agreement without the prior permission of NYSE Euronext, which may require an updated Application Form or a separate agreement between NYSE Euronext and Licensee and/or User. In particular, where specified in the Application Form, Licensee's Group may use Information as follows

#### 3.2 Storage and Processing of Information

Licensee and other members of Licensee's Group may store and process (i.e. extract, verify, (re)arrange, adapt and/or package) Information. Any item of processed Information shall remain Information subject to this Agreement if:

- (a) Information, as transmitted by NYSE Euronext, can be identified, recalculated or re-engineered from the processed Information, and/or
- (b) the processed Information can be used as a substitute for any item of Information.

NYSE Euronext reserves the right to determine whether any item of processed Information represents Information subject to this Agreement.

#### 3.3 Display of Information

Licensee's Group may make the Information available for display via the Service.

In all uses involving display of Information Licensee shall:

- (a) credit, wherever technically feasible, NYSE Euronext and/or any Information Provider specified by NYSE Euronext as the source(s) of the Information,
- (b) not misrepresent the Information,
- (c) display, wherever technically feasible, the trademarks of NYSE Euronext and/or Information Provider transmitted with the Information,
- (d) not deface or misuse any trademarks of NYSE Euronext or Information Provider transmitted with the Information,
- (e) not allow Information to be displayed next to content NYSE Euronext considers inappropriate, including but not limited to explicit sexual content, expressions of racial or religious hatred, or incitement to violence,
- (f) comply with any additional display or dissemination requirements specified in Guidelines and Policies.

#### 3.4 Operational Controls

For all uses of Information except the publication of limited extracts as described in this Exhibit, Licensee shall maintain Operational Controls sufficient to identify, record and control all use of and access to Information and to detect unlicensed use.

#### 3.5 Limited Extracts

Members of Licensee's Group may include incidental limited extracts of Information on an occasional basis in oral communications or written financial reports for distribution to individuals within Licensee's Group or to third parties only in hard-copy form or in such other form as NYSE Euronext may approve in advance in writing, provided that these communications do not involve the regular or systematic distribution, display or

processing of Information. NYSE Euronext reserves all rights to determine whether communications including Information qualify as limited extracts for this purpose and to limit or withdraw rights to distribute limited extracts of Information. Recipients of limited extracts of Information are not required to have a Unique User ID. Limited extracts will not be considered Product Extracts and will not be subject to fees.

NYSE Euronext reserves the right to regard as unauthorised redistribution of Information any communication of Information that in NYSE Euronext's view does not qualify as limited extracts.

#### **4. Unit of Count**

4.1 The Units of Count for all access to Information subject to the Reporting Obligations set out in this Agreement shall be the Content Month or, for Usage-based Fees as specified in the Fees and Charges Schedule, the Daily Instrument Request. These Units of Count are defined and described in the Fees and Charges Schedule. Licensee is required to maintain Operational Controls sufficient to identify and record each Unit of Count delivered to each User per Information Product via the Service. Licensee is required to identify in the Application Form the Units of Count applicable, regarding the use of Information subject to this Agreement.

#### **5. Reporting Obligations**

5.1 Licensee is required to submit monthly reports to NYSE Euronext, in accordance with Guidelines and Policies published by NYSE Euronext.

5.2 Reports in respect of each calendar month shall be submitted in electronic form, within fifteen (15) days of the end of the month, using the method specified from time to time by NYSE Euronext in the Guidelines and Policies or any other method approved in writing by NYSE Euronext.

5.3 NYSE Euronext reserves the right to require Licensee on reasonable notice to provide any other reporting information that may reasonably be requested in connection with the use and distribution of Information by Licensee's Group.

#### **6. Fees**

6.1 Licensee shall pay to NYSE Euronext all applicable Fees and Charges as specified in the Fees and Charges Schedule, as amended by NYSE Euronext from time to time in accordance with this Agreement.

6.2 Fees apply to authorised and unauthorised use of Information supplied via the Service, except where specified in this Agreement.

6.3 Fees and Charges applicable to use of Information subject to this Agreement will be invoiced by NYSE Euronext to Licensee. Fees will be invoiced monthly on receipt of the relevant usage reports as submitted in accordance with this Agreement.

## 7. Payment

- 7.1 Licensee shall pay Fees and Charges as invoiced, before deduction of any applicable withholding tax. In addition, Licensee shall pay any applicable sales and use taxes, levies, imposts, duties, assessments or other similar charges imposed by any governmental authority payable in respect of the Information.
- 7.2 Licensee is required to remit payment of the Fees and Charges in Euro by bank transfer to NYSE Euronext's bank account within thirty (30) days of invoice date. Licensee's ID number must be included on all transfers to NYSE Euronext's bank account.

## 8. Audit Obligations

- 8.1 NYSE Euronext reserves the right to audit all use of Information. NYSE Euronext shall provide at least thirty (30) days notice of regular audits and may allow up to ninety (90) days notice for complex audits involving a review of Licensee's Group different locations. NYSE Euronext reserves the right to conduct an audit without notice if NYSE Euronext has reason to suspect material or repeated breach of this Agreement.
- 8.2 Licensee shall inform NYSE Euronext within seven (7) days of receiving an audit notice if any audit visit cannot be conducted on the dates specified by NYSE Euronext. Under these circumstances Licensee shall make every effort to accommodate the audit on any alternative dates specified by NYSE Euronext.
- 8.3 Licensee shall co-operate with NYSE Euronext auditors and any auditors acting on behalf of and/or together with NYSE Euronext to ascertain the extent of any unauthorised use by third parties of Information supplied via Licensee's Service, identified in the course of the audit.
- 8.4 Licensee shall be liable for any unavoidable travel and accommodation expenses incurred by NYSE Euronext in the event that an audit cannot be conducted, where NYSE Euronext has given at least thirty (30) days notice and no objection has been received from Licensee within seven (7) days of receipt of notice.
- 8.5 NYSE Euronext and any auditors acting on behalf of and/or together with NYSE Euronext shall be entitled to undertake any audit work necessary, in the view of NYSE Euronext or any auditors acting on behalf of NYSE Euronext, to achieve the purpose of the audit as specified in this Agreement.
- 8.6 Licensee acknowledges and agrees that a regular audit would normally address some or all of the following issues, where applicable:
- a) Receipt and use of Information by Licensee's Group, compared to the Application Form.
  - b) Controls over security of Information and access to Information within Licensee's Group.
  - c) Effectiveness of Operational Controls.
  - d) Completeness and accuracy of any reports used as the basis for Fees.
  - e) Other compliance issues revealed during the course of the audit.

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- 8.7 Licensee shall provide NYSE Euronext and any auditors acting on behalf of and/or together with NYSE Euronext with access to management, staff and records during the periods of preparation and execution of the audit, sufficient to allow NYSE Euronext to achieve the purpose of the audit in accordance with this Agreement. NYSE Euronext shall ensure that any auditors undertaking any audit work on its behalf or together with NYSE Euronext, shall treat all information obtained in the course of an audit as Confidential Information.
- 8.8 NYSE Euronext shall aim to notify Licensee as soon as possible of any major problems or areas of concern arising during the course of the audit or of any lack of co-operation with the audit.
- 8.9 On completion of the audit, Licensee shall be informed of audit findings, questions and unresolved problems and any other outstanding issues. Licensee shall normally be requested to provide feedback on the results of the audit within thirty (30) days. An earlier response may be required in the event of major problems or lack of co-operation.
- 8.10 NYSE Euronext shall send Licensee as soon as possible an audit report including the results of the audit and any feedback from Licensee obtained within thirty (30) days of completion of the audit. Where applicable the audit report shall include a calculation or estimate of the amount of additional Fees and Charges due to NYSE Euronext. Licensee agrees to notify NYSE Euronext of any response or objection to the audit report findings within thirty (30) days of the receipt of the audit report. In the absence of any such objection or response the amount specified in the audit report shall be deemed to be agreed and shall be invoiced in accordance with this Agreement.
- 8.11 If Licensee objects to the amount specified in the audit report, Licensee shall provide full documentary evidence to support the objection and both parties shall co-operate to agree a settlement within thirty (30) days of the date on which Licensee's objection is received by NYSE Euronext. If no settlement has been agreed within thirty (30) days, NYSE Euronext shall have the right at NYSE Euronext's sole discretion either to appoint an independent professional auditor to resolve the dispute in accordance with this Agreement or Licensee for an estimated amount taking into account any evidence provided by Licensee.
- 8.12 If the audit report reveals a lack of records or failure of Operational Controls, but the amount of under-reported Fees and Charges cannot be established with reasonable certainty, both parties shall co-operate to agree the amount due within thirty (30) days of the receipt by Licensee of the audit report. If no settlement has been agreed within thirty (30) days, NYSE Euronext shall have the right at NYSE Euronext's sole discretion either to appoint an independent professional auditor to resolve the dispute in accordance with the NextHistory Agreement and applicable Exhibits, Guidelines and Policies or invoice Licensee an estimated amount taking into account any evidence provided by Licensee.

## **Part 2. Additional Provisions**

- **These additional provisions apply only where Licensee has been given permission by NYSE Euronext to distribute Information to Subscribers, in accordance with the Agreement.**

### **9. Definitions**

Besides the terms already included in the NextHistory Agreement, the following terms when used in Part 2 of this Exhibit shall have the meanings set out below:

**Distributor:** Any Person that distributes Information in any form other than the forms of distribution allowed to Subscribers in accordance with this Agreement.

**Subscriber:** Any Person, other than a member of Licensee's Group or a Distributor, that obtains access to Information directly or indirectly via Licensee's Service and who is required by this Agreement to have a Subscriber Agreement with Licensee.

**Subscriber Agreement:** A legally valid agreement governing Subscriber's use of Information in accordance with this Agreement.

**Subscriber Group:** Subscriber and any subsidiary in which Subscriber directly or indirectly owns one hundred percent (50%) of the issued share capital and over which Subscriber exercises effective control, or a holding company that directly or indirectly owns one hundred percent (50%) of Subscriber's issued share capital and exercises effective control, or, at NYSE Euronext's sole discretion, any direct or indirect subsidiary of the holding company that directly or indirectly owns one hundred percent (50%) of Subscriber's issued share capital and exercises effective control.

### **10. Distribution to Subscribers**

10.1 Licensee is entitled to distribute Information to Subscribers, as identified in the Application Form and in accordance with this Agreement. All use of Information by Subscribers is subject to the applicable Fees per Fees and Charges Schedule.

10.2 Before releasing Information to any party that wishes to act as a Subscriber, Licensee must:

- (a) ensure that any Person wishing to receive Information has executed the appropriate Subscriber Agreement as described in clause 12 below.
- (b) ensure, by means of Subscriber Agreements or otherwise, that all use and internal distribution of Information by the party shall be subject to Operational Controls where required by this Agreement.

### **11. Distribution to other Distributors**

11.1 Before releasing Information to any party that wishes to act as a Distributor, Licensee must obtain written confirmation from NYSE Euronext that the prospective Distributor has executed the appropriate agreement with NYSE Euronext. Licensee agrees to provide any information (for example details of the Information Products to be released to the

prospective Distributor) that may be required by NYSE Euronext in order to confirm that receipt and re-distribution of the Information by the prospective Distributor is fully authorised. If a member of Licensee's Group releases Information to any Distributor prior to obtaining such written confirmation, Licensee will be responsible for paying NYSE Euronext any Fees and Charges that otherwise would have been payable by the Distributor in respect of redistribution of Information supplied by Licensee.

## 12. Subscriber Agreements

12.1 Licensee is responsible for ensuring that all Subscribers execute Subscriber Agreements where required by this Agreement. Where a Subscriber enters into a Subscriber Agreement on behalf of other members of a Subscriber's Group, Licensee is required to ensure that all members of Subscriber's Group are bound by the Subscriber Agreement. Where a Subscriber Agreement is required under this Agreement, the use of Information by Subscribers without a Subscriber Agreement or under a Subscriber Agreement that is unenforceable for any reason will be regarded by NYSE Euronext as unauthorised use of Information.

12.2 Subscriber Agreements must provide (using substantially similar terms to those set out in this Agreement) that:

- (a) Subscriber may use the Information solely for Subscriber's own purposes, or those of Subscriber's Group. Subscriber may not transfer or publish to third parties (any Person outside Subscriber's Group) all or part of the Information.
- (b) Subscriber recognises the Intellectual Property Rights and the right to legal remedy of NYSE Euronext in respect of the Information.
- (c) Subscriber agrees:
  - not to allow other Persons to gain unauthorised access to the Information,
  - not to make Subscriber's User ID(s) available to another Person,
  - not to use Information for any illegal purpose, or any purpose that may mislead investors or bring NYSE Euronext into disrepute,
  - to maintain all records and provide all information required by Licensee to meet Licensee's record-keeping, reporting and payment obligations to NYSE Euronext,
  - to allow NYSE Euronext or its authorised representatives to audit Subscriber's records and use of Information and those of Subscriber's Group,
  - to obtain and provide any consents needed for NYSE Euronext or its authorised representatives to review and receive personal data, where necessary for the purposes of verifying or ensuring compliance with Licensee's obligations to NYSE Euronext.
- (d) In any display created by Subscriber that incorporates the Information, Subscriber shall:
  - use reasonable efforts to credit NYSE Euronext and/or any Information Provider or other source(s) of Information specified by NYSE Euronext as the source(s) of the Information,
  - not misrepresent Information or deface or misuse any trademarks transmitted with the Information,
  - comply with such other Information display requirements as NYSE Euronext

may specify from time to time, on behalf of NYSE Euronext or any other Information Provider.

- 12.3 Subscriber Agreements must be signed, stored and made available for audit purposes.
- 12.4 If Licensee becomes aware that any Subscriber is failing to comply with the provisions of the Subscriber Agreement, Licensee must promptly notify NYSE Euronext and comply promptly with any request by NYSE Euronext to terminate the delivery of Information to the Subscriber.

### **13. Fees**

- 13.1 Licensee and other members of Licensee's Group shall be free to establish and amend any prices charged to third parties for any supply of Information and/or of their Service(s), provided that these prices do not misrepresent the Fees and Charges specified by NYSE Euronext in accordance with this Agreement.