BLOOMBERG DATAFEED ADDENDUM

Addendum to the Bloomberg Agreement No. 7891230 (the “Agreement”) between Bloomberg Finance L.P. (“SP”) and SAMPLE (“SR”).

Background
A. SP and SR are parties to the Agreement referenced above and the Schedule(s) of Services (the “Schedule”).
B. SR has indicated a desire to receive certain information contained in the Services (the “Information”) by means of a datafeed (the “Datafeed”) and to use the Information, Reformatted Information (as defined) and Derived Information (as defined) on SP-designated computers of SR equipped with a keyboard supplied by SP or its affiliates and/or other non-server desktop computers of SR that contain configured software provided by SP or its affiliates that enable users to log onto the BLOOMBERG PROFESSIONAL service (the “Authorized Computers”) (collectively, the “Additional Services”).
C. “System” shall include, without limitation, Authorized Computers and any software, hardware or other equipment or services used by SR to receive, store, analyze, manipulate or process the Items.
D. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.
E. This Addendum shall apply only to Information that SR receives via the Datafeed and not to information that SR receives from SP or its affiliates through other means.
F. “Items” shall mean the Information, Reformatted Information, Derived Information, Materials and SR-Developed Applications.
G. “SR-Developed Applications” shall mean applications developed or modified by or on behalf of SR that contain configured software provided by SP or its affiliates that enable users to log onto the BLOOMBERG PROFESSIONAL service (the “Authorized Computers”) (collectively, the “Additional Services”).
H. “Reformatted Information” shall mean information in a form in which the underlying Information, in SP’s sole judgment, remains identifiable and may not be readily extracted.
I. “Limited Amount” shall mean a limited amount or type of Information, Reformatted Information or Derived Information that, evaluated quantitatively and/or qualitatively, in SP’s sole judgment, does not affect SP’s ability to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
J. “Materials” shall mean any development and other materials that SP may make available to SR from time to time, which may include without limitation: (i) development templates and tools including the files, software, documentation and/or other materials that provide SR with the tools to develop, modify, enhance and/or upgrade SR-Developed Applications; (ii) any other applications, software, files, materials, documentation or other items made available for development purposes or otherwise in connection with the Additional Services; and (iii) simulations software.
K. “Limited Amount” shall mean a limited amount or type of Information, Reformatted Information or Derived Information that, evaluated quantitatively and/or qualitatively, in SP’s sole judgment, does not affect SP’s ability to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
L. “Derived Information” shall mean Information or Reformatted Information used by SR for the purpose of carrying out calculations and displaying the results, provided that the Information or Reformatted Information contained in the Derived Information does not, in SP’s sole judgment, remain identifiable and may not be readily extracted.
M. “Additional Services” shall include without limitation: (i) development templates and tools including the files, software, documentation and/or other materials that provide SR with the tools to develop, modify, enhance and/or upgrade SR-Developed Applications; (ii) any other applications, software, files, materials, documentation or other items made available for development purposes or otherwise in connection with the Additional Services; and (iii) simulations software.

Rights to Use
1. SP agrees that SR may, solely for the purposes and on the conditions set forth in this Addendum, receive the Information by means of the Datafeed into Authorized Computers of SR. The Additional Services are solely and exclusively for SR’s internal business purposes on Authorized Computers, including without limitation, as input to computer applications on Authorized Computers, and may not be used for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. SR may use or access the Information, Reformatted Information and Derived Information only on or from the Authorized Computer that received the Information via the Datafeed or, for Reformatted Information or Derived Information, on the Authorized Computer on which the Reformatted Information or Derived Information was developed (the “Designated Authorized Computer”). In no event will SR permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by SP. In no event will SR permit the Information, Reformatted Information or Derived Information to be moved, copied, broadcast, reproduced, ported, or otherwise routed to or used in any fashion on any non-Authorized Computer, printer, display, or application or on any Authorized Computer other than the Designated Authorized Computer for such data;

(Additional terms on next page with required acknowledgment)
provided, however, that SR may store the Information, Reformatted Information and Derived Information only on the Designated Authorized Computer for such Information, Reformatted Information or Derived Information during the Term; and provided further that Authorized Computers, or users using such Authorized Computers, shall not access Information, Reformatted Information or Derived Information that is being stored or used on a different Authorized Computer. SR may access the Datafeed only from Authorized Computers that are logged onto the BLOOMBERG PROFESSIONAL service. Each time SR uses the Additional Services, SR shall be deemed to represent, warrant and covenant to SP that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Addendum and the Agreement; and (ii) its use of the Additional Services complies with all applicable laws, rules and regulations. SR shall take all steps reasonably necessary to ensure that SR's employees comply with all provisions of the Agreement, including this Addendum, and shall obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term. The term “Services” in the Agreement shall include the Additional Services.

2. Notwithstanding the provisions of the paragraph titled “Restrictions on Use” or “Scope of Services” set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, SR may use and disseminate a Limited Amount of the Information, Reformatted Information and Derived Information in published reports, whether in print or electronic form, to support the primary business of SR in (i) providing research for internal use or to its customers or (ii) making trade proposals (together, "Reports"); provided, however, that SR may not use or disseminate the Information, Reformatted Information or Derived Information in any manner that could, in SP's sole good faith judgment, affect SP's ability to license the Information or cause the information so used or disseminated to be a source of or substitute for Information otherwise available from SP. In addition, such Reports shall not be part of an automated process of generating reports and such Reports shall not include any Information, Reformatted Information or Derived Information in a streaming format.

3. The number and location of the Authorized Computers are set forth on the Schedule. SR agrees that each Authorized Computer, printer and SP controller will have a unique address, which will be provided to SP prior to installation. SP shall have all rights with respect to the Equipment provided by SP, including, but not limited to, access to such Equipment; and SR shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.

4. Notwithstanding anything to the contrary in this Addendum, SR agrees to comply with all restrictions and requirements regarding use, display, distribution or as otherwise required by providers of Exchange Data (as defined) or Additional Information (as defined). If requested by providers of Exchange Data or Additional Information, SP may provide such Exchange Data and Additional Information providers with information regarding SR and its use of the Additional Services.

5. SR understands that (i) contributors of Information may choose at any time to inhibit or prohibit their information from being accessed under this Addendum and (ii) SP may modify the amount and type of Information that it makes available via the Datafeed from time to time in its sole judgment.

6. The parties expressly agree that the rights granted to SR under this Addendum do not include the right to store all or any part of the Information, Reformatted Information or Derived Information in databases for access by any Authorized Computers other than the Designated Authorized Computer for such data, any non-Authorized Computers, non-BLOOMBERG PROFESSIONAL service subscribers or any third party or the right to distribute any database services containing all or any part of the Information, Reformatted Information or Derived Information. SR may not use the Information, Reformatted Information or Derived Information in any way (x) to improve the quality of data sold or contributed by SR to any party or (y) for any automated data validation or verification. Upon termination of the Agreement or this Addendum for any reason whatsoever, SR shall use its best efforts to promptly delete or purge any and all Items, including any and all copies thereof from any System(s) SR used with the Items and SR shall immediately, upon such termination, cease using any and all Items; provided, however, that SR need not cease using, purge or delete any SR-Developed Applications that are modified so that they do not accept the Information or Reformatted Information as inputs and are not derived from, contain elements of, or use intellectual property contained in, the Materials. SR shall provide SP with evidence satisfactory to SP of all such deletions, purges and cessations of use. At any time thereafter, if SP finds any Items on any of its Systems that was not deleted or purged in compliance with this paragraph, SR shall at that time promptly delete or purge such Items. Notwithstanding anything to the contrary set forth in this paragraph, upon termination of the Agreement or this Addendum, (i) SR shall not be required to delete or purge Information, Reformatted Information or Derived Information that is contained in Reports generated in compliance with paragraph 2 of this Addendum before the earlier of termination of the Agreement or this Addendum and (ii) SR may store or archive Information, Reformatted Information and Derived Information only as necessary to comply with internal audit and regulatory requirements; provided in each case that SR does not otherwise use any Information, Reformatted Information or Derived Information.

**Protections**

7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, SR may not use the Information, Reformatted Information or Derived Information or any portion thereof in any manner that does or could compete with any business, product or service of SP or its affiliates including, but not limited to, any use of such data that may:

(a) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to SP's or its affiliates' information services including, without limitation, services with respect to Exchange Data and Additional Information;

(b) result in a reduction of SR's existing or potential subscriptions to SP's or its affiliates' information services, including but not limited to, the number of Authorized Computers or BLOOMBERG PROFESSIONAL service subscriptions or licensees under the Agreement receiving the Information; or

(c) prejudice the rights of SP, its affiliates or any sources of any part of the Information to exploit its respective portion of the Information.

If SP believes in good faith that any business, service or product of SR competes with SP or its affiliates in the manner specified

(Additional terms on next page with required acknowledgment)

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above, SP may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that SR immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of paragraph 6 hereof.

8. SP reserves the right at any time to audit and monitor, either physically or electronically, (i) the requests of SR for the Information, Exchange Data and Additional Information, (ii) the number of Authorized Computers enabled to access the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information and (iii) the use by SR of the Information, Reformatted Information, Derived Information, Exchange Data and Additional Information. Providers of Exchange Data and Additional Information may monitor, either physically or electronically, SR's use of applicable Exchange Data and Additional Information. SR shall allow SP and providers of Exchange Data and Additional Information access to SR's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purpose of such auditing and monitoring. Upon the request of SP or a provider of Exchange Data or Additional Information, SR shall make a management employee available to assist with such auditing and monitoring. In addition, from time to time upon SP's request, SR shall demonstrate to SP's reasonable satisfaction that SR is in full compliance with this Addendum.

9. SR agrees that if as a result of auditing or monitoring by SP under paragraph 8, SR (a) is shown to be in breach of this Addendum, (b) is using the Information, Reformatted Information or Derived Information on any non-Designated Authorized Computer for such data, except as permitted by this Addendum, or other computers or users access, or are enabled to access, Exchange Data or Additional Information in addition to those enabled by SP to access such data or (c) cannot demonstrate its compliance with this Addendum to SP's reasonable satisfaction, then (i) SR shall be liable to pay additional charges and/or Exchange Fees (as defined) and/or Additional Information Fees (as defined), such charges or fees to be calculated from the day following actual installation of the initial services, and (ii) SP shall have the right in such event to terminate this Addendum and/or the Agreement and to pursue any and all remedies in respect of such breach.

10. The number and location of Authorized Computers enabled to access Exchange Data and Additional Information are those enabled by SP to access such data.

**Reports**

11. SR agrees to maintain a log and produce a report to SP on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer and any other information reasonably requested by SP from time to time.

12. As requested by SP, SR shall provide to SP a certificate signed by SR's external or internal auditors or such other authorized person acceptable to SP verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by SR and confirming that SR is in compliance with the Agreement and this Addendum.

13. SR shall include in the monthly report the number and location of Authorized Computers or users, as applicable, enabled to access stock and commodity or other applicable exchange data included in the Services ("Exchange Data") and/or information included in the Services under agreements between SP and the providers of such information ("Additional Information"). SR shall pay all fees charged by the relevant exchanges for access to Exchange Data ("Exchange Fees") or fees charged by the relevant third party for access to Additional Information ("Additional Information Fees"). SR acknowledges and accepts that such fees may be charged on the basis of each computer, user or other factor (as set by such providers of Exchange Data and Additional Information) that accesses, or is enabled to access, such data or information and that the basis of charging and amount of such fees may change upon notice.

**Display Requirements**

14. SR agrees to identify the Information and Reformatted Information by displaying it in accordance with the following rules:

(a) any third-party contributed data contained in the Information and Reformatted Information shall be identified by the name of the third party or as otherwise required by such contributor; and

(b) any data contained in the Information and Reformatted Information contributed directly by SP shall be identified as SP data.

15. SR shall pass on all SP-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.

16. All Exchange Data and Additional Information shall be displayed by SR in accordance with the rules of the relevant exchange(s) and Additional Information providers.

**Additional Terms and Conditions**

17. SP or its affiliates may make changes, enhancements and upgrades to the Additional Services and related software, materials, guidelines and services from time to time as it deems necessary or desirable. SR agrees that SP and its affiliates shall not be responsible for any fault, inaccuracy, omission, delay or any other failure in the Information, Reformatted Information, Derived Information, Exchange Data or Additional Information caused by SR's computer equipment or arising from SR's use of such data on such equipment.

18. If SP or its affiliates provides any Materials to SR in connection with the Additional Services, SR may use such Materials only (i) for its internal business purposes and (ii) internally to develop, modify or test SR-Developed Applications for SR's internal business use only in accordance with this Addendum. SR shall not incorporate the Materials or any part thereof into SR-Developed Applications or use the Materials in any manner that would cause the Materials to become subject to any "open source license" that would impose obligations on SP's or its affiliates' use of the Materials or impair any rights of SP or its affiliates thereto. SR may use SR-Developed Applications only for SR's internal business use in accordance with this Addendum. SR may not under any circumstances distribute, disclose, transfer or otherwise make available the Materials, any SR-Developed
Applications or any part thereof, to any third party. Except as expressly permitted in this Addendum, SR may not: (x) copy, adapt, recompile, decompile, disassemble, reverse engineer, or make or distribute, any other form of, or any derivative work created from, the Materials or any part thereof; or (y) modify, adapt, translate, rent, lease, loan, resell or network the Materials or any part thereof.

19. If SR desires to have a third party develop software or applications on SR’s behalf that accept the Information or Reformatted Information as inputs, SR must ensure that such third party has entered into an appropriate third-party developer license with SP to obtain the necessary materials and to authorize such third party to perform such development on SR’s behalf. If SR desires to obtain a limited functionality subscription to the BLOOMBERG PROFESSIONAL service with limited access to data for development and internal monitoring purposes, SR must enter into an appropriate agreement with SP to obtain such development subscription. If SR desires to distribute SR-Developed Applications to any third party, SR must enter into an appropriate third-party developer license with SP that permits such distribution.

20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

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