

RBD SERVICES CONTRACT

RBD: <i>[Enter full name of relevant RBD entity]</i> (RBD)	CLIENT <i>[Enter full name of Client] (you)</i>
PRINCIPAL OFFICE: <i>[Enter principal address of relevant RBD entity]</i>	PRINCIPAL OFFICE <i>[Enter principal address of Client]</i>
SIGNED BY:	SIGNED BY:
PRINT NAME/TITLE:	PRINT NAME/TITLE:
DATE OF SIGNATURE:	DATE OF SIGNATURE:

In this *Contract* defined terms are in italics.

Agreement - this *Contract* and/or applicable *Order Forms* and any other schedules or declarations referred to in them.

Charges - the *Service Fees* and any related charges specified in clause 3.1.

Confidential Information - information in any form (including, but not limited to, models, software and computer outputs) which is not excluded under clause 8.2, whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential and which is disclosed by either of us or any member of our respective *Groups* (the *Disclosing Party*) to the other or any member of its *Group* (the *Receiving Party*) through our dealings with each other.

Contract - this document as amended from time to time in accordance with clause 10.4.

Effective Date – the date set out on the front page of this *Contract*.

Force Majeure – an event beyond our reasonable control including, without limitation, labour dispute, act of God, war, riot, civil commotion, malicious damage, act of terrorism, compliance with law or governmental order, fire, flood or storm.

Group - with respect to us, *RBD Group* and, with respect to you, you, your holding companies and subsidiaries and subsidiaries of such holding companies.

Information - the information (in whatever form, including, but not limited to, images, still and moving, and sound recordings) contained in the relevant *Service*.

Information Provider - a third party whose *Information* is contained in the *Services*.

Materials - hardware and/or *Software* and related documentation supplied by *RBD Group*.

Order Form - our standard form listing the *Services* you order and which we accept.

RBP- the document called the RBD Business Principles as we amend or supplement it from time to time in accordance with the *Contract*.

RBD Group - RBD Group PLC and its *Subsidiaries*.

Service(s) - the product(s) or service(s) we supply under the *Agreement* which include(s) the provision of *Information, Materials* and *Support*.

Service Fees - the fees we charge for the supply of each *Service* as specified in the relevant *Order Form(s)* and/or related schedules.

Software - software (including upgrades, updates and enhancements) and related documentation supplied as, or ancillary to, a *Service*.

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

Third Party Providers - *Information Providers* and our other third party suppliers.

1. SCOPE OF THE AGREEMENT

1.1 In consideration of you paying the *Charges*, we will supply, and you will use, the *Services* solely in accordance with the *Agreement*.

1.2 For regulatory or other reasons, some *Services* are provided by another member of the *RBD Group*. A list of these *Services* and the corresponding member of the *RBD Group* is set out in the *RBP*. Your rights and obligations in respect of these *Services* are therefore against/towards the corresponding member of the *RBD Group* and the meanings of “we”, “us” and “our” are construed accordingly.

2. COMMENCEMENT AND DURATION

2.1 The *Agreement* commences on the *Effective Date* and will terminate once you cease subscribing to the *Services*.

2.2 Either of us may cancel any *Service* or access to any *Service*, by giving not less than: (a) 3 months’ notice for *Hosted Services*, (b) 6 months’ notice for domestic *Services* and (c) 12 months’ notice for all other *Services*.

3. CHARGES

3.1 You will pay the *Service Fees* and the following related charges (where applicable): (a) installation and removal charges; (b) charges for *Information, Software* and/or other *Services* provided by certain third parties together with any related administration costs we incur.

3.2 We will endeavour to provide reasonable prior notice of any change to these related charges, but we may not be able to do so if a change is imposed on us by a third party without giving us sufficient time to notify you in advance.

3.3 The *Charges* for each *Service* are payable from the date that *Service* is first made available to you. We or the relevant third party will invoice you for the *Charges*. You will pay the *Charges* in full, without right of set off or deduction, within the time specified on the invoice. Unless otherwise specified in the *Order Form*, *Charges* are payable [quarterly in advance] [quarterly in arrear] [monthly in advance] [monthly in arrear].

3.4 In addition to the *Charges*, you will pay to us, or the relevant taxing authority as appropriate, all applicable taxes and duties (including, but not limited to, withholding tax) payable in respect of the *Services*, so that after payment of such taxes and duties the amount we receive is not less than the *Charges*.

3.5 We may require a security deposit or irrevocable bank guarantee from you. We may use the security deposit or invoke the bank guarantee to recover any overdue *Charges* and/or any liquidated damages payable under clause 4.4.

4. TERMINATION

4.1 Either of us may terminate the *Agreement* immediately in whole or in part on notice if the other materially breaches any of its obligations under it and, if the breach is capable of remedy, fails to remedy such breach within: (a) 72 hours in the case of a breach by you of the terms on which the *Information* and *Materials* are provided to you in the *RBP* and (b) 30 days of written request in all other cases.

4.2 Either of us may terminate the *Agreement* immediately and without notice if: (a) the other enters into a composition with its creditors; (b) an order is made for the winding up of the other; (c) an effective resolution is passed for the winding up of the other.

4.3 Termination will not affect our respective accrued rights and obligations.

4.4 If you cancel all or any part of a *Service* other than when permitted by the *Agreement* and/or we terminate the *Agreement* due to any breach by you, we will be entitled to recover from you as liquidated damages 75% of the relevant *Service Fees* which would have been payable until the date the relevant *Service* may be cancelled under clause 2.2. We both agree that this constitutes a realistic pre-estimate of our loss and is not intended to be a penalty.

5. WARRANTY

5.1 Subject to clause 6, we warrant that we shall provide our *Services* with reasonable care and skill.

6. LIABILITY

6.1 To the extent permitted by law, and except as expressly stated in the *Agreement*, all terms, conditions, warranties, representations, or undertakings expressed or implied by law or otherwise in relation to the *Services, Information* and/or *Materials* are excluded. Without limitation, you acknowledge that you are aware of the general form, content, functionality, performance and limitations of the *Services* and that you have satisfied yourself that they are suitable for your purposes.

6.2 Our aggregate liability to you, and your aggregate liability to us, for loss, damage or costs under or in relation to the *Agreement* (whether in negligence, breach of contract, misrepresentation or for any other reason) in any calendar year shall not exceed the total *Service Fees* payable in respect of that calendar year. This limit on liability does not apply to:

- a) our liability to you for negligence causing death or personal injury;
- b) liability of either of us for fraud, fraudulent misrepresentation or deceit for which liability shall be unlimited.

6.3 Neither of us will be liable to the other for any:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of contracts or customers;
- d) loss of goodwill;
- e) indirect or consequential loss or damage

arising out of the *Agreement* (whether in negligence, breach of contract, misrepresentation or for any other reason).

6.4 Nothing in the *Agreement* affects your rights which cannot validly be excluded or modified by any applicable law.

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