

# **Bloomberg**

## **Authorized User:**

Employees, representatives or affiliates breaches or threatens to breach any provision of this Agreement

## **Terms of Use & Restriction of Use:**

1. The Services and the Equipment are solely and exclusively for the use of SR and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by SP and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term. SR acknowledges and agrees that it has no ownership rights in and to the Services and that no such rights are granted under this Agreement. SR shall honor and comply with all written requests made by SP or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.
2. SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. In addition, SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network or software that SP, in its sole good faith judgment; determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network and software. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing

promptly upon becoming aware of any unauthorized access or use. SR shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.

3. The analysis and presentation included in the Services shall not be recirculated, redistributed or published by SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.
4. SR shall not use any of SP's trademarks, trade names, or service marks of Bloomberg L.P. or SP in any manner which creates the impression that such names and marks belong to or are identified with SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.

### **Governing Laws:**

This Agreement is made and entered into in India and this Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the **laws of India**. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of India with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement and waive defenses of forum non conveniens, and any applicable defenses of Act of State, sovereign immunity or analogous doctrines.

### **Third Party Rights:**

Service Recipient recognizes that Service Provider, its stockholders (and partners), suppliers and its and their respective affiliates, each have rights with respect to the Services, including the software, data, information and other items provided by SP by reason of SR's use of the Services.