



# THOMSON REUTERS

Contract Number: 00140626.0

Client Number:

Client Name: University of California San Diego

Effective Date: ~~June 17, 2009~~ August 21, 2009

## THOMSON REUTERS SERVICES CONTRACT

### 1. AGREEMENT

- 1.1 By signing below, each party agrees that it has read the Agreement and will be bound by it from the Effective Date. Definitions of capitalized terms can be found in the TRBP.
- 1.2 Other members of the Thomson Reuters ("TR") Group and the Client's Group may enter into Order Forms governed by the Agreement. In such event, references to TR shall be deemed references to the specific TR entity executing the Order Form, and references to Client shall be deemed references to the specific Client entity executing the Order Form.

### 2. COMMENCEMENT AND DURATION

- 2.1 This Agreement commences on the Effective Date for an initial term of 24 months.
- 2.2 This Agreement shall automatically renew and be extended for 24 month periods unless either party provides notice of termination 90 days prior to the end of the then current term.

### 3. CHARGES

- 3.1 The Charges for a Service are payable from the first day of the month following the date such Service is made available to Client without right of setoff or deductions. Upon cancellation of a Service, Client agrees that the charges for such Service will continue to be payable for the remainder of the month in which the cancellation takes effect.
- 3.2 Client will pay the Charges and all applicable taxes and duties (including withholding taxes) within thirty (30) days of the invoice date unless otherwise set forth on the Order Form. TR may invoice Client by electronic means at its discretion. After payment of such taxes and duties, the amount TR receives must not be less than the Charges. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid when due.
- 3.3 TR may, effective on the first day of each January, adjust or change the basis for calculating any recurring Service Fees on not less than 3 months' prior notice to Client. Client may cancel any Service if TR increases its Service Fees by more than the greater of 5% or the change in the OECD CPI. If Client exercises this right to cancel, Client must notify TR within 30 days of the date of TR notice. The relevant Service will be cancelled from the date on which the Service Fees would have increased.
- 3.4 TR will endeavor to provide reasonable prior notice of any change to the Related Charges, but may not be able to do so if the change is imposed by a third party. TR may increase Service Fees by the change to Related Charges at any time.

### 4. TERMINATION

- 4.1 Either party may terminate: (a) a Service immediately if the other party materially breaches any of its obligations in relation to that Service; or (b) this Agreement immediately if the other party materially breaches any of its obligations which relate to the Agreement as a whole; provided that the Agreement or such impacted Service will continue if the breaching party remedies a breach which is capable of being remedied within 30 days of receipt of written notice of the breach.
- 4.2 Either party may terminate the Agreement immediately and without notice if the other party: (a) enters into a composition with its creditors; (b) files a voluntary, or has filed against it,

an involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import; or (c) has a receiver, manager, administrative receiver or administrator appointed in respect of it.

- 4.3 If Client has materially breached the Agreement, TR may, upon giving Client notice, immediately suspend the Services and Client's rights granted in relation to them, in whole or in part, without penalty, until the breach is remedied. In this case, clause 3 still applies.
- 4.4 TR may, with notice, cancel a Service in whole or in part, or modify the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between a TR Group member and a third party, and that third party agreement is modified or terminated; (b) becomes illegal or contrary to any rule, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim that it infringes the rights of any third party.
- 4.5 TR may, on 6 months' notice, generally cease providing all or a fundamental part of a Service.
- 4.6 If TR withdraws or cancels a Service other than for Client's breach, or if Client cancels a Service as permitted herein, Client will be entitled to a refund of the part of any recurring Service Fees paid in advance for the cancelled part of the Service.
- 4.7 Termination will not affect a party's respective accrued rights and obligations, and the following clauses shall survive termination: 3.1, 4.6-4.8, 7, 8, 9 and 10.
- 4.8 Upon termination of a Service, except to the extent that Client has been granted any perpetual license rights, Client shall return all Materials provided in connection with the Service to TR or destroy them at TR's request.

### 5. TR AND CLIENT OBLIGATIONS

- 5.1 (a) TR shall provide the Services with reasonable care and skill and in compliance with applicable law and shall use reasonable commercial efforts to ensure that the Services, before being made available to Client, have been scanned for Viruses. (b) Although TR may alter the Services from time to time, TR will not change their fundamental nature, except as permitted in clauses 4.4 and 4.5. (c) Client agrees that Client will use the Services in accordance with applicable law, the terms of the Agreement and the relevant Documentation. (d) Client agrees that it is using the Services at its own risk and that the Services do not constitute a recommendation to buy or sell securities of any kind and that TR has not undertaken any liability or obligation relating to the purchase or sale of securities for or by Client or User; and (e) unless otherwise provided in an Order Form, Client agrees that it will not use the information in the Service to create an index that will be used as a tradable instrument in the nature of a security.
- 5.2 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, TR IS PROVIDING THE SERVICES "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 6. INTELLECTUAL PROPERTY

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- 6.1 Subject to clause 6.2, the Services, including RICs, are the valuable intellectual property of the TR Group. Except as set forth in this Agreement, Client may not use the TR name, any derivative thereof or trademarks without TR's prior written consent. Client will not remove or conceal any proprietary notice incorporated in the Services.
- 6.2 From time to time, Client may be required, as a condition of access or continued access to Third Party Provider Information, to comply with the terms required by a relevant Third Party Provider. Those terms shall be legally binding on Client. TR may provide Third Party Provider restrictions at [www.thomsonreuters.com/3p/terms](http://www.thomsonreuters.com/3p/terms). Some restrictions may be supplied to Client within the Service or directly by the Third Party Provider. TR does not warrant that the restrictions on the website or in the Services are accurate or complete. Third Party Providers may also have the right to require that TR terminate Client's access to such Information or Materials.
- 7. LIABILITY**
- 7.1 Each party's aggregate liability to the other in any calendar year for Damages (arising out of negligence or otherwise) in connection with any Service ordered pursuant to this Agreement shall not exceed the Service Fees paid by Client to TR for that Service during the 12 month period immediately preceding such claim. This limit on liability does not apply to a party's indemnification obligations, or Client's liability under clause 3.1.
- 7.2 Neither TR nor any member of the TR Group shall be liable for any Damages (arising out of negligence or otherwise) resulting from: (a) Client's decisions regarding the installation and support of the Services; (b) any actions taken in reliance on the Services by Client or individuals accessing Services through Client; or (c) any error, interruption or delay in any Service.
- 7.3 UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT, LOSS OF DATA OR LOST PROFITS, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.
- 7.4 Neither party shall be liable for any loss or failure to perform its obligations under the Agreement due to circumstances of Force Majeure. If such circumstances continue for more than 3 months, either party may cancel any affected Service immediately upon notice to the other party.
- 7.5 Nothing herein shall be understood to limit any liability that can not be limited under law.
- 8. INDEMNITY**
- 8.1 TR agrees (subject to clauses 8.2 and 8.5) to indemnify Client against Damage which Client incurs as a result of (a) TR's breach of Client's Intellectual Property Rights in Client's products, services or content; or (b) any claim that the Services breach a third party's Intellectual Property Rights in the locations where Client is licensed to use the Service; provided that the relevant claim does not arise as a result of (i) the combination of all or part of the Service with other products or technology not supplied by TR; (ii) Client's modification of all or part of the Service; (iii) the use of a version of the Service other than the most current version; or (iv) the Client's use of a Service in contravention of the terms of this Agreement.
- 8.2 In the case of Information and/or Materials obtained from a Third Party Provider, TR's indemnity shall be limited by the amount TR recovers from the relevant Third Party Provider in proportion to other claims (actual or potential) arising out of the alleged infringement.
- 8.3 Upon notice of any claim referred to in clause 8.1(b), or, if in TR's reasonable opinion, such a claim is likely, TR will have the right, at its option, to: (a) procure the right for Client to continue to use the Service; (b) modify the Service so that it becomes non-infringing; (c) replace affected Information and/or Materials, provided that such replacement Information and/or Materials do not alter the fundamental nature of the relevant Service; or (d) remove the affected Service.
- 8.4 Client will indemnify TR against any Damage which TR incurs in relation to any of Client's products, services or content, or as a result of any (a) third party accessing any part of the Service through or by means of Client (except for Damages for which TR would be required to indemnify Client); (b) modification of all or part of the Service by Client; (c) use of all or part of the Service by Client after TR has notified Client that it should not be used; or (d) Client breach of TR Intellectual Property Rights in the Services.
- 8.5 The indemnifying party shall be provided with prompt notice of any claim giving rise to its indemnification obligations and, at its option, immediate and complete control of the claim. The indemnified party shall co-operate, at the expense of the indemnifying party or the relevant Third Party Provider, in the defense or prosecution of any third party claim. The indemnified party may not settle any claim or perform any other acts that may prejudice or otherwise affect the indemnifying party's position without the indemnifying party's prior written approval.
- 9. CONFIDENTIALITY**
- 9.1 Each party agrees to hold the other party's Confidential Information in confidence and not to disclose any part of it, other than to any person who has a need to know such Confidential Information for purposes of the Agreement. TR acknowledges that with respect to Client Customer Data, TR provides the undertakings in this clause. The Receiving Party will ensure that any such person complies with the obligations imposed on the Receiving Party under this clause. TR will not disclose Client Customer Data to any third party without the prior written consent of Client and an agreement in writing from such party to use or disclose such Client Customer Data and only to the extent necessary to carry out TR's obligations to Client. TR shall maintain and shall require all third parties to maintain effective reasonable information security measures to protect Client Customer Data from unauthorized disclosure or use, and upon request, it shall provide Client with information regarding such security measures, and provide Client with information regarding any failure of such security measures or any security breach related to Client Customer Data for which it has actual knowledge. Each party agrees to: (a) not use the other's Confidential Information for any purpose other than for dealings with the other party; (b) delete and/or return to the Disclosing Party upon demand and termination of the Agreement, the Confidential Information except for one copy of such Confidential Information as is required to be retained by law or regulation, and (c) use reasonable endeavors to provide the Disclosing Party with prompt notice if any member of the Receiving Party's Group becomes legally compelled to disclose any of the Confidential Information, so that the Disclosing Party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the obligation of confidentiality will be waived to the extent necessary to comply with the law.
- 9.2 The obligation of confidentiality does not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the Receiving Party's Group, becomes generally available to the public; (b) becomes rightfully known to the Receiving Party's Group through a third party with no obligation of confidentiality; (c) the Receiving Party is able to prove was lawfully in the possession of the Receiving Party's Group prior to such disclosure; or (d) is independently developed by the Receiving Party's Group or (e) Receiving Party's Group becomes legally compelled to disclose any of the Confidential Information.
- 10. GENERAL**
- 10.1 All notices under the Agreement must be in writing and may be sent by email (except for notices of breach of the Agreement), or by registered mail, courier, fax or delivered in person at the address set forth on the Order Form or, for

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Software changes, product notices or support, via publication on the Customer Zone.

- 10.2 During the term of a Service Client may, with notice to TR, transfer the use of any Individual Service from one of its Users to another User.
- 10.3 Neither party may transfer any right or obligation under the Agreement without the prior written consent of the other party. This consent may not be unreasonably withheld or delayed. However, TR may, upon written notice to Client, assign this Agreement or any rights granted hereunder, in whole or part, either to members of the TR Group or in connection with its reorganization, the sale of a division, product or service of TR or any other business transaction of a similar nature, in each case without the prior consent of Client.
- 10.4 This Agreement will be governed by and construed in accordance with the laws of the State of ~~New York~~ California. Both parties consent to the non-exclusive jurisdiction of any state or federal court sitting in the State of ~~New York~~ California and of any court to which an appeal therefrom may be taken. Each party hereby irrevocably waives the right to a trial by jury in any action or proceeding arising out of this Agreement.
- 10.5 If any part of the Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the Agreement.
- 10.6 If either party delays or fails to exercise any right or remedy under the Agreement, that party will not have waived that

right or remedy or any other right or remedy on any other occasion.

- 10.7 TR has the right, by itself and/or through its agents and/or representatives, during normal business hours, to audit Client to verify Client's compliance with the Agreement provided TR gives Client at least 5 business days' advance notice of its intention to audit. Client will pay the ~~costs of such audit and~~ any applicable charges if the audit reveals that Client has not been in compliance with the Agreement. During the verification, TR and its agents will comply with Client's reasonable requirements relating to security, health and safety and confidentiality.
- 10.8 Clauses 5.1, 5.2, 6, 7, 8.4 and 10.6 shall be applicable to Third Party Providers to the same extent as TR, and TR may exercise such rights on behalf of such Third Party Providers.
- 10.9 The Agreement contains the parties' entire understanding regarding its subject matter and supersedes all agreements, proposals and other representations, statements, negotiations and undertakings in each case, verbal or written, relating to such subject matter.
- 10.10 Except as otherwise permitted herein, the Agreement may be varied only by a written amendment signed by both parties.
- 10.11 If there is any conflict between the Agreement and the Documentation, or between any Order Form and the remainder of the Agreement, the order of precedence shall be: Order Form, Agreement, Documentation.

Thomson Reuters company:	Thomson Reuters (Markets) LLC
PRINCIPAL OFFICE:	[REDACTED]
SIGNED BY:	[REDACTED]
PRINT NAME/TITLE:	Gregg Weinberger, Director
DATE OF SIGNATURE:	8/21/09

CLIENT: University of California San Diego	
PRINCIPAL OFFICE:	
[REDACTED]	
SIGNED BY:	
[REDACTED]	
PRINT NAME/TITLE:	Martha Huska All Collections
DATE OF SIGNATURE:	8/21/09
SalesRep/ Suraj Sharma	
ContractAdmin/ Virginia Stevens	

