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**SUPPLIER:**

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**SUBSCRIPTION START DATE:** 1<sup>st</sup> July, 2017  
**DISTRIBUTOR:** Bloomberg, Reuters, or IGM website

Licence Type	Materials Ordered	Currency	Monthly Cost
Site Open Access Licence	IGM Credit Package	EUR	4,049.00
<b>Total</b>		EUR	4,049.00

This Order Form forms part of Terms which were signed by the Client on 6<sup>th</sup> October 2014, and Informa Global Markets, and is to be read in conjunction with those attached terms and conditions. This form is the "Order Form" referred to in those terms and conditions. Please read the terms and conditions carefully before signing and returning this Order Form.

**Additional Conditions:**

1. This subscription automatically terminates on the 30<sup>th</sup> of June 2018, without any automatic renewal.
2. IGM accepts that Sogei SpA will pay the invoices within 60 days from the end of the month in which they are received.
3. As per Clause 5.5 of the Terms, the Client must declare user numbers to Informa on a quarterly basis by the 15<sup>th</sup> of the last month of the quarter for the following quarter. Unless declarations are received by this date, the invoice for the following quarter's invoice will remain the same, and we will not credit back money for any late declarations. The Client needs to state in each quarterly declaration the full name, job title, location, service subscribed to, and delivery method (Reuters, Bloomberg, and or Internet) of each user.
4. This agreement will be governed and construed in accordance with English law, without prejudices to the application of Italian administrative laws and regulations concerning Italian State's contractual and payment procedures.

Informa Global Markets (Europe) Ltd

.....  
(legal name of subscriber)

**BY:** .....  
(authorised signatory)

**BY:** .....  
(authorised signatory)

..... (print name)

..... Craig Woodward..... (Print name)

**TITLE:** .....

**TITLE:** ..... Global Head of Sales.....

**DATE:** .....

**DATE:** .....

## Terms of business for Informa Global Markets products, publications and services

### Part 1

#### 1. Introduction

- 1.1 Please read these terms of business ("Terms") before subscribing to or purchasing any of the materials, publications, services and/or information (together the "Materials") available from Informa Global Markets (Europe) Limited ("Informa", "our", "we" or "us").
- 1.2 Unless otherwise agreed by us in writing or otherwise expressly stated below, these Terms govern the supply of and/or your access to any of the Materials, whether in print or in electronic format and regardless of the means of delivery, to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 1.3 Any additional terms and conditions ("Additional Conditions") applicable to particular Materials or any bespoke Redistribution Licence will be set out in or appended to the relevant client order form ("Order Form"). If any of the Additional Conditions are inconsistent with any of these terms and conditions, the Additional Conditions will prevail, but only to the extent of the inconsistency. The Order Form will indicate the particular Materials which you have chosen to purchase or to which you have subscribed.

#### 2. Definitions

- 2.1 Throughout these Terms and in the Order Form, the following definitions apply:-

"Computer Network"	any electronically-linked configuration in which two or more users have common access to software or data
"Client", "you" or "your"	any person, firm, company or other body which enters into an agreement with Informa to receive or have access to any Materials, (regardless of the mode of their delivery to the Client), but this does not extend to or include other companies within the same group of companies as the Client
"Client Location"	a geographical site specified by a single mailing address in the Order Form
"Data"	information and/or analysis contained in:- <ol style="list-style-type: none"> <li>(a) any of the Materials; or</li> <li>(b) any Product</li> </ol> which the Client has selected to be supplied by Informa. The expression "Data" also includes any software (whether or not proprietary) supplied by Informa as part of any Product for processing the information contained in it
"Deliverables"	any items described in the Order Form which form part of the Materials purchased or subscribed for by the Client and which are to be delivered by (or on behalf of) Informa
"EDS"	stands for "Electronic Data Storage" and means any automated mode of storing accessible data whether or not digital, including computer hard drives, PDFs, Personal Digital Assistants and handhelds such as Blackberrys, ROM files, tapes, CDs, diskettes, DVDs or any other means of storage of information excluding physically printed data
"Index Figure"	means the monthly figure given by the index entitled "Retail Prices Index - All Items" prepared and published by the Office for National Statistics or any body that replaces it, or if that index is no longer published the nearest equivalent statistical index agreed upon by the parties negotiating in good faith
"Online Services"	online Materials available on our websites
"Personnel"	means any employee of the Client



"Product"	any combination of Data published, supplied or distributed by Informa in whatever medium now known or developed in the future
"Services"	any services described in the Order Form which are associated with and/or form part of the Materials purchased or subscribed for by the Client
"Subscription Period"	means the one year period for which the Client has obtained the agreement of Informa to provide or make any particular Materials and/or Products available to Users (provided that such period has not been terminated under any other provision of the Terms) and Subscription has a corresponding meaning
"Subscription Start Date"	means the date at which Subscription Period begins and from which date billing commences.
"User"	means any member of Personnel who has been included in the agreed total number of Users set out in the Order Form and who is authorised by both Informa and the Client to have access to or otherwise be supplied with the Materials and/or Products purchased or subscribed for by the Client

References to the singular include the plural, and references to one gender include all other genders. The expression "our website" means a website operated by or for Informa.

## Part 2

3. **Terms applicable to all Materials and Products**
  - 3.1 We warrant that:
    - (a) subject only to sub-clause 3.2, we have a right to license the Materials and Products to you; and
    - (b) we will provide the Materials and Products with reasonable skill and care.
  - 3.2 You warrant that:
    - (a) to the extent required by applicable securities laws (insofar as such laws might apply in relation to any part of the Materials, Products or Services) you are a business or professional investor within the meaning of such laws and you are therefore sufficiently expert to understand the risks involved in investment activity; and
    - (b) with respect to any external transmission or redistribution of the Materials, Products or Services by you which Informa may (in its absolute discretion) authorise or permit from time to time, you shall not transmit or redistribute any part of the Materials, Products or Services in respect of which applicable securities laws might apply to any person who is not either (i) such a business or professional investor or (ii) otherwise properly within an appropriate category of exemption permitted by applicable securities laws.

The expression "applicable securities laws" in this sub-clause 3.2 includes (without limitation) The Financial Services and Markets Act 2000 and The Financial Services and Markets Act 2000 (Financial Promotion) Order 2001 (as revised and/or amended from time to time).
  - 3.3 Informa grants you a non-exclusive, non-transferable licence to use and/or to access the Materials and/or the Products to which you have subscribed but only in accordance with the permitted use terms and restrictions applicable to the type of licence you have purchased. You undertake to comply with the permitted use terms and restrictions applicable to the type of licence you have purchased and to procure that all Users and/or members of your Personnel do likewise.
  - 3.4 The licence granted to you is granted on these Terms and on any Additional Conditions applicable to particular Materials, Products or any Redistribution Licence as set out on or appended to the Order Form.
  - 3.5 The Order Form will indicate the particular Materials and/or Products purchased by you or to which you have subscribed and which type of licence you have purchased, the different licence options being classified as follows:
    - (a) Standard User Licence (please see Part 5A for permitted use terms and restrictions); or
    - (b) Site Open Access Licence (please see Part 5B for permitted use terms and restrictions); or
    - (c) Multi-Site Open Access Licence (please see Part 5C for permitted use terms and restrictions); or
    - (d) Redistribution Licence (please see the Additional Conditions as Individually agreed with you).
  - 3.6 We have used our reasonable endeavours to ensure that all Materials, Products and Online Services comply with English



laws. However, we make no representations that the Materials, Products and/or Online Services are appropriate or available for use in locations outside England. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. You accept that if you are resident outside England, you must satisfy yourself that you are lawfully able to use and purchase or subscribe to the Materials, Products and/or Online Services and, to the extent permitted by applicable law, Informa accepts no liability for any costs, losses or damages in this regard.

- 3.7 The contents of the Online Services and of the Materials and of Products are protected by international copyright laws, database rights and other intellectual property rights. The owner of these rights is Informa, our affiliates or other third party licensors. All product and company names and logos contained within our website or the Online Services or the Materials or Products are the trade marks, service marks or trading names of their respective owners, including us. All of our rights which are not specifically granted to you by these Terms are reserved to us.
- 3.8 Except as set out in sub-clause 3.1, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Materials, the Online Services, Products, our website or any information or service provided through our website. We will try to ensure that information and content in any Materials, Products or Online Services purchased by you or for which you subscribe are accurate but please note that all information and content in Materials, Products and Online Services are provided on an "as is" basis and you assume total responsibility and risk for your use of information and content in Materials, Products and Online Services.
- 3.9 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of Online Services, Materials or any Product, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of Informa or our servants, agents or any other person or entity.
- 3.10 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Online Services or the Materials or any Product in the calendar year in which such liability arose. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or from our fraudulent misrepresentation.
- 3.11 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use Online Services or to use or receive Materials or any Product. You also understand that although we try to guard against viruses, we cannot and do not guarantee or warrant that any material available for downloading from Online Services or that Materials or Products will be free from infections, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 3.12 The limitations and exclusions in this clause 3 do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.
- 3.13 You may not assign, transfer or sub-licence any of your rights under these Terms and/or the Order Form.
- 3.14 These Terms together with the Additional Conditions, the Order Form and payment method instructions, (if any), are the whole agreement between you and Informa. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by Informa or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind this agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in these Terms, the Additional Conditions, the Order Form and payment method instructions (if any).
- 3.15 These Terms and your use of our websites are governed by English law and you submit to the exclusive jurisdiction of the English courts.
- 3.16 Except in respect of a payment obligation, neither you nor Informa will be held liable for any failure to perform any obligation to the other due to causes beyond your or Informa's respective reasonable control.
- 3.17 Failure or delay by either party in enforcing an obligation or exercising a right under these Terms does not constitute a waiver of that right or remedy.
- 3.18 These Terms do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 3.19 The following applies to any information you provide to us, for example, during any registration or subscription process:
- (a) You authorise us to use, store or otherwise process any personal information which relates to and/or identifies you and/or Users. (including, but not limited to, names and addresses), to the extent reasonably necessary for us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our "Partner Companies") to make available and/or to provide the

Materials and/or any Products to you and/or to Users. These Partner Companies may be located in countries outside the European Economic Area that do not have laws to protect your information.

- (b) If you obtain or choose to buy Materials and/or Products through our website then we may collect information about your buying behaviour and if you send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this clause 3.19 shall be known as the "Purposes"). All such information collected by us shall be referred to in these Terms as "Personal Information".
  - (c) By accepting these Terms, you agree to the processing and disclosure of the Personal Information for the Purposes.
- 3.20 We have the right (but not the obligation) to monitor use of the Online Service and/or access to Materials in order to verify compliance with these Terms and any Additional Conditions and/or any operating rules established by us and/or to satisfy any law, regulation or authorised government request.
- 3.21 We are entitled (in our absolute discretion and without any requirement for explanation) to refuse any subscription or purchase request for any of the Materials. We will not be bound to supply or permit access to any of the Materials unless and until (a) we receive a properly completed and signed Order Form from the prospective Client and (b) we sign the Order Form and confirm our acceptance to you.
- 3.22 Payment for the Materials shall be made in accordance with and as provided in the Order Form on a quarterly basis payable in advance. Unless otherwise agreed, you will pay us amounts due from time to time for the Materials within 30 days after the date of our invoice to you for the Materials.
- 3.23 We are entitled to increase the costs for the Materials from time to time (but not more than once in any calendar year and not in the first 12 months of the Subscription Period) by at least three (3) months' prior written notice to you. Any such increase in the costs for the Materials:-
- (a) will be in proportion to (and will not exceed) to the Index Figure published in the month of notification of increase; and
  - (b) will take effect from the commencement of the next billing period (i.e. calendar quarter) after service of the notice of increase.
  - (c) Where the percentage increase exceeds the Index Figure published in the month of notification of increase, the Client has the right to terminate the Subscription by serving written notice to Informa not less than thirty (30) days prior to the price increase becoming effective.
- 3.24 You will pay interest of one and one half per cent (1.5%) per month, accruing daily from the date of invoice, on amounts due and not paid within thirty days of the date of our invoice, if payment is still not made 14 days after we send you a notice of default.

### Part 3



4 Terms applicable to Online Services

- 4.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that may be given to you (or to your authorised Users) or selected by you (or by your authorised Users) for access to Online Services. You may not share these with or transfer them to any third parties and you will procure that your authorised Users do not share these with or transfer them to any third parties. You must notify Informa immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.
- 4.2 We will of course try to make Online Services available but cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the Online Services and, in particular, you must not (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).
- 4.3 Informa makes no representations whatsoever about any other websites which you may access through the Online Services. When you access any other website you understand that it is independent from Informa and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that Informa endorses or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.
- 4.4 Where Materials and/or Products published in the Online Services are supplied by third parties, you understand that we do not control or endorse their contents in any way. All Materials and/or Products which are offered by third parties are published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of those Materials or Products (on or off-line) or for the use of those Materials or Products.
- 4.5 We reserve the right:
- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of the Online Services;
  - (b) to vary the technical specification of the Online Services;
  - (c) temporarily to suspend your access to Materials and/or Products to which you have subscribed through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but we will use our reasonable endeavours to minimise the period of suspension).

Part 4

5. Terms applicable to Subscriptions only

- 5.1 Informa will supply and/or grant you access to the Materials and/or Products to which you have subscribed from the Subscription Start Date as determined on the Order Form for the Subscription Period which shall automatically renew and continue for successive periods of one year unless and until terminated by either Informa or the Client giving not less than 90 days' written notice of termination to the other expiring at the end of the Subscription Period or at the end of any such renewal period. Notice of termination from you should be made in writing and sent by registered mail to the Finance Department, Informa Global Markets at the address of our local office as shown on your Order Form. Notice of termination from us will be sent to your address as indicated on the Order Form or the last address notified to us.

Once terminated by either party, the Client must purge and destroy any and all Data owned by Informa from its systems with immediate effect. Informa may request in writing from the Client that such Data has been purged from its systems up to six (6) years after the termination of the Agreement.

In the event that you receive the Materials and Products through one of Informa's authorized redistributors, such as Thomson Reuters or Bloomberg, it is acknowledged that you may execute a separate agreement with such redistributor (a "Redistributor Agreement"), and that such Redistributor Agreement may define a different subscription period, or a different renewal mechanism, than those set forth in this Section 5.1. In the case of any inconsistency between this Section 5.1 and the counterpart provision in any Redistributor Agreement, the provisions of this Section 5.1 shall control. In the event that your Redistributor Agreement terminates prior to the expiration of this Agreement, your subscription for the Materials or Products hereunder shall continue in full force and effect, as shall your obligation to pay the subscription price, for the full duration of such subscription period, and Informa shall substitute another method of Informa's choosing for delivering to you the Materials or Products for the remaining subscription term hereunder.



- 5.2 Informa may terminate or suspend your Subscription at any time if you are found in breach of any of these Terms or of the Additional Conditions. In these circumstances you will not be entitled to any refund.
- 5.3 We reserve the right at any time during the Subscription Period:
- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of any of the Materials or of any Product;
  - (b) to vary the technical specification of any of the Materials or of any Product;
  - (c) at any time to withdraw any of the Materials or any Product (or any part of the Materials or of any Product) to which you have subscribed if Informa ceases to publish or ceases to have the right to publish the relevant Materials or Product or if the same are the subject of a libel or copyright or other third party right infringement allegation and Informa considers that withdrawal is advisable in the circumstances or if Informa's agreement with the distributor (if any) named on the Order Form expires or is otherwise terminated and Informa is unable to deliver the Materials or any Product through an alternative distributor.
- 5.4 If we exercise our right to withdraw Materials or Products under clause 5.3(c), we may offer you broadly equivalent replacement materials and Information instead of those withdrawn but if you notify us that you do not wish to accept such replacements or if we are unable to (or do not) offer such replacements, then we will refund the unexpired portion of your (prepaid) subscription payment in respect of the withdrawn Materials or Products for the remainder of the Subscription Period in question. Any such refund will be in final settlement of the matter and will discharge all of our liabilities to you in respect of the withdrawn Materials or Products
- 5.5 The Client shall report in writing to Informa by the 15<sup>th</sup> of the month preceding each calendar quarter how many of its employees were (in the previous calendar quarter) authorised to access any of the Materials, where they are located or based, job titles and their names.
- 5.6 Informa Global Markets shall have the right upon at least thirty (30) days' prior written notice to inspect the records of the Client during normal business hours as such records may be reasonably necessary for and solely for the purposes of verifying the number of users for the Service(s), the use by Client of information pursuant to the provisions of this clause 5, and the accuracy of the aforementioned reports. All information gained by Informa Global Markets from such inspection will be treated as confidential information and kept in strict confidence

#### Part 5A

6. **Standard User Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):
- (a) you may:
    - (i) display such Materials and/or Products electronically (including via the market distributors and by accessing our website) at the agreed Client Location set out in the Order Form but only to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy (including any fax copies) to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel based at the Client Location;
    - (ii) download and store no more than one copy per named and authorised User of such Materials and/or Products in machine readable form;
    - (iv) print no more than one copy per named and authorised User of such Materials and/or Products; and
    - (v) use such Materials and/or Products solely for the internal business purposes of the Client.
  - (b) you may not:
    - (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
    - (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
    - (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and

- limited in order to ensure compliance with sub-clause 6(a)(i) above;
- (iv) distribute the Materials, Products and/or Data via an Intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
  - (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
  - (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
  - (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
  - (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
  - (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of individually nominated Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located; or
  - (x) re-distribute the Materials, Products and/or Data via or to portable EDS, except as set out in (ix) above, as in such circumstances a separate re-distribution licence will be required.

#### Part 5B

#### 6. Site Open Access Licence - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

- (a) you may:
  - (i) display such Materials and/or Products electronically (including via the market distributors and by accessing our website) at the agreed Client Location set out in the Order Form to an unlimited number of Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel based at the Client Location;
  - (ii) download and store no more than one copy per authorised User of such Materials and/or Products in machine readable form;
  - (iii) print no more than one copy per authorised User of such Materials and/or Products; and
  - (v) use such Materials and/or Products solely for the internal business purposes of the Client.
- (b) you may not:
  - (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
  - (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
  - (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
  - (iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
  - (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;



- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the authorised Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located; or
- (x) re-distribute the Materials, Products and/or Data via or to portable EDS except as set out in (ix) above, as in such circumstances a separate re-distribution licence will be required.


#### Part 5C

**6. Multi-Site Open Access Licence - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):**

- (a) you may:
  - (i) display such Materials and/or Products electronically (including via the market distributors and by accessing our website) at the agreed Client Locations set out in the Order Form to an unlimited number of Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel based at one of the agreed Client Locations set out in the Order Form;
  - (ii) download and store no more than one copy per authorised User of such Materials and/or Products in machine readable form;
  - (iii) print no more than one copy per authorised User of such Materials and/or Products; and
  - (v) use such Materials and/or Products solely for the internal business purposes of the Client.
- (b) you may not:
  - (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
  - (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
  - (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
  - (iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
  - (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
  - (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
  - (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
  - (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or

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