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2. We will not, without SGX’s prior written consent, authorise or allow any modifications to the equipment, apparatus, and wires by which the Market Data is transmitted to us directly or indirectly by UBS.

3. We have authority to bind all our Subscriber Location(s).

4. At all reasonable times during normal hours, any person or persons designated by UBS shall have access to all Subscriber Locations (including branch offices). They shall have the right to observe the use being made of the Market Data and the right to examine and inspect all instruments, apparatus and Terminals used in connection with the receipt and processing of Market Data on a Delayed/Real-Time Basis in the particular Subscriber Location.

5. We agree and undertake to give to such persons as SGX may designate, from time to time, full and free access to our premises set out above and/or any other premises at which the Market Data is received at any and all reasonable times during normal business hours. We shall permit such persons to observe the use made of the Market Data at such premises and to examine and inspect all instruments and apparatus used at such premises in connection with the Market Data.

6. The transmission of Market Data is conditioned upon a strict compliance on our part with the provisions set forth herein, and UBS may, with or without notice, discontinue transmission whenever in UBS’s judgment there has been any breach by us, or by the entities for whom we have entered into this Agreement, of any of those provisions, or whenever directed to do so by SGX.

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9. We hereby indemnify and agree to keep indemnified each of UBS, SGX and their respective officers, employees and agents against all loss, actions, proceedings, costs, claims and damages arising from:

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(b) reliance by third parties on Market Data obtained through, or from, our utilisation of the transmission of Market Data; and

(c) any defect in or abuse or misuse or failure of operation or performance or breakdown of such equipment or any part or parts thereof at any time during the term of this agreement.

10. We acknowledge that SGX has retained rights under its agreement with UBS to terminate the transmission of Market Data to UBS on short notice and that if SGX elects to exercise those rights then UBS will not be in a position to continue transmissions to us.

11. We shall not use or permit the Market Data to be used other than for our own internal purposes, and shall not permit any third party to use or distribute the Market Data or purport to do any of the same.
12. We agree and undertake that during the term of this Agreement and thereafter we will keep confidential and save as expressly provided in this Agreement will not without the prior written consent of SGX disclose to any third party any and all Confidential Information (including without limitation the Market Data).

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