

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 1 – Introduction and Applicability Index

Schedule Date: November 2016

SECTION 1: INTRODUCTION AND APPLICABILITY INDEX**1. INTRODUCTION**

- 1.1. This Products and Services Form contains the details of the Indices Products and the Use Terms, being the specific terms and conditions of the subscriptions for the Indices Products.
- 1.2. This Products and Services Form should be read in conjunction with, amongst others, the Individual Terms, the Master Terms and the Indices Market Data Policies which govern the relationship with the JSE and the Customer for the Indices Product(s).

2. APPLICABILITY INDEX		APPLICABLE	NOT APPLICABLE
Section 1 :	INTRODUCTION AND APPLICABILITY INDEX	<input type="checkbox"/>	
Section 2 :	PRODUCTS AND SERVICES		
A.	LIVE INDICES DISTRIBUTION	<input type="checkbox"/>	<input type="checkbox"/>
B.	LIVE INDICES INTERNAL USAGE	<input type="checkbox"/>	<input type="checkbox"/>
C.	DELAYED INDICES DISTRIBUTION	<input type="checkbox"/>	<input type="checkbox"/>
D.	EOD/INTRADAY INDICES DISTRIBUTION	<input type="checkbox"/>	<input type="checkbox"/>
E.	EOD/INTRADAY INDICES INTERNAL USAGE	<input type="checkbox"/>	<input type="checkbox"/>
F.	NON-DISPLAY USAGE	<input type="checkbox"/>	<input type="checkbox"/>
G.	CUSTOMISED INDICES	<input type="checkbox"/>	<input type="checkbox"/>
Section 3 :	TECHNOLOGY	<input type="checkbox"/>	
Section 4 :	SPECIFIED BUSINESS USES	<input type="checkbox"/>	
Section 5 :	SERVICE FACILITATOR	<input type="checkbox"/>	<input type="checkbox"/>
Section 6 :	SERVICE LEVEL AGREEMENT (SLA) AND SERVICE LEVEL GUIDELINES	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2A: Live Indices – Distribution

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SECTION 2: PRODUCTS AND SERVICES

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below:

SECTION 2A: LIVE INDICES - DISTRIBUTION

The Customer subscribes for the Indices Products selected in this Section 2A and may only use such Indices Products in the corresponding data use category identified herein

INDICES PRODUCTS	DATA USE CATEGORY			Licence Commencement Date	Licence Termination Date
	Distributor	Re-Distributor	Customer Affiliate Re-Distributor		
Live FTSE/JSE Africa Index Series	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Live FTSE/JSE Indices Snapshots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

1. DATA USE TERMS AND CONDITIONS

These specific Use Terms and conditions apply to the receipt, use and distribution of Live Data.

2. ACCESS, USE AND DISSEMINATION OF THE LIVE DATA

2.1. The Customer and each Customer Affiliate shall only be entitled to receive, display, use and/or disseminate the Live Data:

2.1.1. in a Controlled User Environment; or

2.1.2. in accordance with the **Data Feed Policy**, as described in the Indices Market Data Policies.

2.2. Live Distributor

2.2.1. A Live Distributor is:

2.2.1.1. entitled to store, process and use the Live Data for its own Internal Usage; and

2.2.1.2. entitled to disseminate the Live Data via any Customer Products to any Customer Affiliate for the sole purpose of such use by the Customer Affiliate in its Internal Usage; and

2.2.1.3. entitled to disseminate the Live Data via any Customer Products to a Customer Affiliate Re-Distributor in accordance with these Use Terms for the purpose of the Customer Affiliate Re-Distributor disseminating the Live Data via any Customer Products to external End Users for their own Internal Usage; and

2.2.1.4. entitled to disseminate the Live Data via any Customer Products to external End Users for their own Internal Usage.

2.2.2. No Client of a Live Distributor shall be entitled to disseminate the Live Data in any way or form (including in the form of any Customer Products) to any person unless such person has entered into an agreement with the JSE on substantially the same terms and conditions set

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Section 2A: Live Indices – Distribution

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out in the Agreement and in which such person indicates that it will receive and use the Live Data as a Live Re-Distributor.

- 2.2.3. Subject to the JSE's express written prior consent and in accordance with the Indices Market Data Policies, a Live Distributor will be entitled to disseminate the Live Data, including any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe.

2.3. **Live Re-Distributor**

- 2.3.1. A Live Re-Distributor is:

2.3.1.1. entitled to store, process and use the Live Data for its own Internal Usage;

2.3.1.2. and to disseminate the Live Data via any Customer Products to any Customer Affiliate or Client in accordance with the relevant Use Terms for the sole purpose of such use by the Customer Affiliate or Client in its Internal Usage; and

2.3.1.3. entitled to disseminate the Live Data via any Customer Products to external End Users for their own Internal Usage.

- 2.3.2. No Client of a Live Re-Distributor shall be entitled to disseminate the Live Data in any way or from (including in the form of any Customer Products) to any person unless such Client has entered into an agreement with the JSE on substantially the same terms and conditions set out in this Agreement and in which such Client indicates that it will receive and use the Live Data as a Live Re-Distributor.

- 2.3.3. Subject to the JSE's express written prior consent and in accordance with the Indices Market Data Policies, a Live Re-Distributor will be entitled to disseminate the Live Data via any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe.

3. **SPECIFIC TECHNICAL OBLIGATIONS OF THE CUSTOMER**

The Customer acknowledges by its signature hereof that, insofar as it is a Direct User, it has received the Technical Documentation which is currently applicable to such use of the Live Data, being:

JSE Equities & Indices Live Data Feed Specifications

(only applicable to Customers that access Live Data directly from Delivery Systems)

4. **CONSIDERATION**

The Customer acknowledges that in addition to any other provisions of this Agreement applicable to the Consideration, the Consideration due shall be calculated on the basis of a Customer's categorisation of its End Users as a Non-Professional End User or Professional End User of the Data, as the case may be, as detailed in the Indices Market Data Policies and/or the Indices Price List.

5. **CUSTOMER REPORTING**

- 5.1. The Customer shall ensure that Customer Reporting in respect of receipt or use of the Live Data is submitted by the Customer to enable the JSE to calculate the relevant Consideration payable.

- 5.2. In addition, the JSE reserves the right to request additional information, such as, but not limited to, the identity of End Users; the location of the receipt or use of the Live Data by such End Users and the type of Data used.

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2A: Live Indices – Distribution

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- 5.3. Any relevant Internal Usage of the Live Data by the Live Distributor shall be included by the Customer in the Customer Reporting as contemplated above.

6. SERVICE LEVEL AGREEMENT AND GUIDELINES

The JSE will use its reasonable endeavours to provide the Live Data to Direct Users in accordance with the Service Level Agreement and Guidelines detailed in Section 6 hereto.

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Section 2B: Live Indices – Internal Usage

Schedule Date: November 2016

SECTION 2B: LIVE INDICES - INTERNAL USAGE

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2B and may only use such Indices Products in the corresponding data use category identified herein

INDICES PRODUCTS	DATA USE CATEGORY	Licence Commencement Date	Licence Termination Date
	Internal Use		
Live FTSE/JSE Africa Index Series	<input type="checkbox"/>		

1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the receipt and use of Internal Usage of Live Data.

2. ACCESS, USE AND DISSEMINATION OF THE LIVE DATA

- 2.1. The Live Direct Internal User and each Customer Affiliate shall only be entitled to receive, display and/or use the Live Data in a Controlled User Environment.
- 2.2. The Live Direct Internal User and each Customer Affiliate (excluding any Re-Distributor therein) shall be entitled to receive and use the Live Data for Internal Usage only, including any Customer Products to any Customer Affiliate for the purpose of use by such Customer Affiliate in its own Internal Usage and the Customer shall pay the Consideration in respect of such Data, as set out in the Indices Price List.
- 2.3. A Live Direct Internal User shall not be entitled to disseminate the Live Data in any way or form (including in the form of Customer Products) to any person who is not a Customer Affiliate.

3. CUSTOMER REPORTING

- 3.1. The Customer shall ensure that Customer Reporting in respect of receipt or use of the Live Data is submitted by the Customer as required to enable the JSE to calculate the relevant Consideration payable.
- 3.2. In addition, the JSE reserves the right to request additional information, such as, but not limited to, the identity of the End Users; the location of the receipt or use of the Data by such End Users and the type of Live Data used.
- 3.3. Any relevant Internal Usage of the Live Data by the Live Direct Internal User shall be included by the Customer in the Customer Reporting as contemplated above.

4. SERVICE LEVEL AGREEMENT AND GUIDELINES

The JSE will use its reasonable endeavours to provide the Live Data to Direct Users in accordance with the Service Level Agreement and Guidelines detailed in Section 6 hereto.

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Section 2C: Delayed Indices – Distribution

Schedule Date: November 2016

SECTION 2C: DELAYED INDICES - DISTRIBUTION

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2C and may only use such Indices Products in the corresponding data use category identified herein.

INDICES PRODUCTS	DATA USE CATEGORY			Licence Commencement Date	Licence Termination Date
	Distributor	Re-Distributor	Customer Affiliate Re-Distributor		
Delayed FTSE/JSE Africa Index Series	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Delayed Dual Branded Indices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Indicate if Customer makes use of an Authorised Client Licence Right (as described in the Authorised Client Policy in the Indices Market Data Policies)				<input type="checkbox"/>	

1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the receipt, use and distribution of Delayed Data.

2. ACCESS, USE AND DISSEMINATION OF THE DELAYED DATA

- 2.1. The Delayed Direct Distributor and Delayed Indirect Distributor and each Customer Affiliate shall be entitled to receive, display and/or use the Delayed Data in a Controlled User Environment or Uncontrolled User Environment.
- 2.2. The Delayed Direct Distributor , Delayed Indirect Distributor and each Customer Affiliate shall be entitled to to disseminate the Delayed Data, via any Customer Products to any Customer Affiliate in accordance with the Master Terms and these Use Terms and the Customer shall pay the relevant Consideration in respect of such Delayed Data, as set out in the Indices Price List.
- 2.3. In the event that the Delayed Data is not received as such by the Customer (i.e. the Data received is Live Data), the Customer shall ensure that such Data so received shall be delayed by the Customer itself so that it accords with the time limit contemplated in the concept of Delayed Data.
- 2.4. A Delayed Direct Distributor will be entitled to disseminate the Delayed Data, via any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe and subject to the JSE's express written prior consent.

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Section 2C: Delayed Indices – Distribution

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3. ATTRIBUTION REQUIREMENTS

Whenever Data is distributed in an Uncontrolled User Environment and/or Controlled User Environment, the Customer shall also, in an attribution statement in relation to the Data:

- 3.1. include a provision which absolves the JSE of responsibility for any error in or omission from the Data, to the extent allowed by law;
- 3.2. if such Data is intended to be Delayed Data, make it clear that the Data may not be redistributed without the express prior written consent of the JSE and expressly and clearly show that the Data has been delayed by the applicable number of minutes, for it to comply with the definition of Delayed Data.

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Section 2D: EOD/Intraday Indices – Distribution

Schedule Date: May 2016

SECTION 2D: END OF DAY/INTRADAY INDICES - DISTRIBUTION

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2D and may only use such Indices Products in the corresponding data use category identified herein

INDICES PRODUCTS	DATA USE CATEGORY			Licence Commencement Date	Licence Termination Date
	Distributor	Re-Distributor	Customer Affiliate Re-Distributor		
End of Day FTSE/JSE Africa Index Series					
FTSE/JSE Core Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
FTSE/JSE Core Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE Specialist Indices Valuations (each subject to subscription to Core Indices Valuations)					
FTSE/JSE Capped Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Dividend Plus Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Equally Weighted Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Preference Share Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Shareholder Weighted Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Style Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Top 40 Dividend Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Minimum Variance Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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Section 2D: EOD/Intraday Indices – Distribution

Schedule Date: November 2016

FTSE/JSE Capped Resources Valuations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
End of Day FTSE/JSE Specialist Indices Valuations, Constituents and Tracker (each subject to subscription to Core Indices Valuations, Constituents and Tracker)					
FTSE/JSE Capped Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Dividend Plus Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Equally Weighted Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Preference Share Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Shareholder Weighted Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Style Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Top 40 Dividend Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Minimum Variance Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FTSE/JSE Capped Resources Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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Section 2D: EOD/Intraday Indices – Distribution

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INDICES PRODUCTS	DATA USE CATEGORY			Licence Commencement Date	Licence Termination Date
	Distributor	Re- Distributor	Customer Affiliate Re-Distributor		
End of Day FTSE/JSE RAFI Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE RAFI Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE Shariah Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE Shariah Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE Shariah Capped Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE Shariah Capped Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE All Africa Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE All Africa Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE International Benchmark Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
End of Day FTSE/JSE International Benchmark Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
EOD FTSE/JSE Responsible Investment Indices Valuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
EOD FTSE/JSE Responsible Investment Indices Valuations, Constituents and Tracker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2D: EOD/Intraday Indices – Distribution

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End of Day Indices Value Add data products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Intraday Total Return Index Market Snapshot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the receipt, use and distribution of EOD Data.

2. ACCESS, USE AND DISSEMINATION OF THE EOD AND INTRADAY DATA

2.1. The Customer and each Customer Affiliate shall only be entitled to receive, display and/or use the EOD Data and/or the Intraday Data:

2.1.1. in a Controlled User Environment; or

2.1.2. in accordance with the **Data Feed Policy**, as set out in the Indices Market Data Policies.

2.2. Every recipient of Designated EOD Products is required to enter into a direct agreement with the JSE on substantially the same terms and conditions of this Agreement.

2.3. EOD Distributor

2.3.1. An EOD Distributor is:

2.3.1.1. entitled to store, process and use the EOD Data for its own Internal Usage;

2.3.1.2. entitled to disseminate the EOD Data, including any Customer Products to any Customer Affiliate in accordance with the relevant Use Terms for the sole purpose of such use by the Customer Affiliate in its Internal Usage;

2.3.1.3. entitled to disseminate the EOD Data via any Customer Products to a Customer Affiliate in accordance with these Use Terms for the purpose of such use by the Customer Affiliate to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage; and

2.3.1.4. entitled to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage.

2.3.2. No EOD Distributor shall be entitled to disseminate the EOD Data (excluding valuations Data) in any way or from (including in the form of any Customer Products) to any person unless such person has entered into an agreement with the JSE on substantially the same terms and conditions set out in this Agreement.

2.3.3. Subject to the JSE's express prior written consent and in accordance with the Indices Market Data Policies, a EOD Distributor will be entitled to disseminate the EOD Data, including any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe.

2.4. EOD Re-Distributor

2.4.1. An EOD Re-Distributor is:

2.4.1.1. entitled to store, process and use the EOD Data for its own Internal Usage;

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2D: EOD/Intraday Indices – Distribution

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- 2.4.1.2. entitled to disseminate the EOD Data, including any Customer Products to any Customer Affiliate in accordance with the relevant Use Terms for the sole purpose of such use by the Customer Affiliate or in its Internal Usage;
- 2.4.1.3. entitled to disseminate the EOD Data via any Customer Products to a Customer Affiliate in accordance with these Use Terms for the purpose of such use by the Customer Affiliate to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage; and
- 2.4.1.4. entitled to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage.
- 2.4.2. No EOD Re-Distributor shall be entitled to disseminate the EOD Data (excluding valuations Data) in any way or from (including in the form of any Customer Products) to any person unless such person has entered into an agreement with the JSE on substantially the same terms and conditions set out in this Agreement.
- 2.4.3. Subject to the JSE's express prior written consent and in accordance with the Indices Market Data Policies, a EOD Re-Distributor will be entitled to disseminate the EOD Data, including any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe.

2.5. **Designated End User**

- 2.5.1. A Designated End User is entitled to store, process and use the EOD Data for its own Internal Usage only.
- 2.5.2. Neither a Customer nor any Customer Affiliate may disseminate Designated EOD Products to any person (or Customer Affiliate) unless:
 - 2.5.2.1. such person has entered into an agreement with the JSE on substantially the same terms and conditions set out in this Agreement, prior to such dissemination; and
 - 2.5.2.2. the person and/or Customer Affiliate pay the relevant Consideration in respect of such usage.

2.6. **Intraday Distributor**

An Intraday Distributor is:

- 2.6.1. entitled to store, process and use the Intraday Data for its own Internal Usage;
- 2.6.2. entitled to disseminate the Intraday Data via any Customer Products to any Customer Affiliate in accordance with the relevant Use Terms for the sole purpose of such use by the Customer Affiliate in its Internal Usage;
- 2.6.3. entitled to disseminate the Intraday Data via any Customer Products to a Customer Affiliate in accordance with these Use Terms for the purpose of such use by the Customer Affiliate to disseminate the Intraday Data via any Customer Products to external End Users for their own Internal Usage;
- 2.6.4. entitled to disseminate the Intraday Data via any Customer Products to external End Users for their own Internal Usage; and
- 2.6.5. subject to the JSE's express written prior consent and in accordance with the Indices Market Data Policies, entitled to disseminate the Intraday Data, including any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe.

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2.7. Intraday Re-Distributor

An Intraday Re-Distributor is:

- 2.7.1. entitled to store, process and use the Intraday Data for its own Internal Usage;
- 2.7.2. entitled to disseminate the Intraday Data via any Customer Products to any Customer Affiliate in accordance with the relevant Use Terms for the sole purpose of such use by the Customer Affiliate or in its Internal Usage.
- 2.7.3. entitled to disseminate the Intraday Data via any Customer Products to a Customer Affiliate in accordance with these Use Terms for the purpose of such use by the Customer Affiliate to disseminate the Intraday Data via any Customer Products to external End Users for their own Internal Usage;
- 2.7.4. entitled to disseminate the Intraday Data via any Customer Products to external End Users for their own Internal Usage; and
- 2.7.5. subject to the JSE's express written prior consent and in accordance with the Indices Market Data Policies, entitled to disseminate the Intraday Data, including any Customer Products, to any Service Facilitator for such use and on such terms as the JSE may prescribe..

2.8. Print Media End User

- 2.8.1. A Print Media End User is entitled to publish the EOD Data in printed form only, in substantially the form it was disseminated from the JSE (and this therefore excludes any Derived Data) with the intention of making the published material available to the general public and pursuant to its core print media business.
- 2.8.2. Any person other than a Print Media User who publishes the EOD Data, or disseminates the EOD Data (including any Customer Products) in printed form or in any way other than as provided herein shall be regarded as a Distributor (or Re-Distributor, as the case may be) for the purposes of this Agreement.

3. SPECIFIC TECHNICAL OBLIGATIONS OF THE CUSTOMER

The Customer acknowledges by its signature hereof that, insofar as it is a Direct User, it has received the Technical Documentation which is currently applicable to such use of the EOD/Intraday Data, being:

Information Delivery Portal Connectivity Document (only applicable to Customers that access EOD Data directly from Delivery Systems)
FTSE/JSE Indices End of Day Data Service User Manual (only applicable to Customers that access EOD Data directly from Delivery Systems)

4. SERVICE LEVEL AGREEMENT AND GUIDELINES

The JSE will use its reasonable endeavours to provide the EOD Data and Intraday Data to Direct Users in accordance with the Service Level Agreement and Guidelines detailed in Section 6 hereto.

SECTION 2E: END OF DAY/INTRADAY INDICES - INTERNAL USAGE

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2E and may only use such Indices Products in the corresponding data use category identified herein

FTSE/JSE AFRICA INDEX SERIES	Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE Core Indices <i>(Only applicable to EOD Direct Internal Users)</i>	<input type="checkbox"/>		1	<input type="checkbox"/>
			2 - 10	<input type="checkbox"/>
Specialist Indices <i>All subject to subscription of Core Indices</i>	<input type="checkbox"/>		11 – 25	<input type="checkbox"/>
FTSE/JSE Style Indices	<input type="checkbox"/>		26 – 50	<input type="checkbox"/>
FTSE/JSE Preference Share Indices	<input type="checkbox"/>		51 – 150	<input type="checkbox"/>
FTSE/JSE Equally Weighted Financial 15 Index	<input type="checkbox"/>		151 – 250	<input type="checkbox"/>
FTSE/JSE Equally Weighted Resource 10 Index	<input type="checkbox"/>		> 250	<input type="checkbox"/>
FTSE/JSE Equally Weighted Industrial 25 Index	<input type="checkbox"/>			
FTSE/JSE Top 40 Dividend Index	<input type="checkbox"/>			
FTSE/JSE Minimum Variance Index	<input type="checkbox"/>			
FTSE/JSE Capped Resource Index	<input type="checkbox"/>			

FTSE/JSE AFRICA INDEX SERIES	Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE Core Indices	<input type="checkbox"/>		1	<input type="checkbox"/>
Specialist Indices <i>All subject to subscription of Core Indices. Constituent and Tracker data are bundled products</i>	<input type="checkbox"/>		2 – 10	<input type="checkbox"/>
FTSE/JSE Style Indices	<input type="checkbox"/>		11 – 25	<input type="checkbox"/>
FTSE/JSE Preference Share Indices	<input type="checkbox"/>		26 – 50	<input type="checkbox"/>
FTSE/JSE Equally Weighted Financial 15 Index	<input type="checkbox"/>		51 – 150	<input type="checkbox"/>
FTSE/JSE Equally Weighted Resource 10 Index	<input type="checkbox"/>		151 – 250	<input type="checkbox"/>
FTSE/JSE Equally Weighted Industrial 25 Index	<input type="checkbox"/>		> 250	<input type="checkbox"/>

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Section 2E: EOD/Intraday Indices – Internal Usage

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FTSE/JSE Top 40 Dividend Index	<input type="checkbox"/>		
FTSE/JSE Minimum Variance Index	<input type="checkbox"/>		
FTSE/JSE Capped Resource Index	<input type="checkbox"/>		

FTSE/JSE CAPPED INDICES		Licence Commencement Date	Licence Termination Date
FTSE/JSE Capped Indices <i>Subject to subscription of Core Indices, Constituents and Tracker</i>			
Valuations, Constituents and Tracker Data <i>Valuations, Constituent and Tracker data are bundled products</i>	<input type="checkbox"/>		

No of Devices	
1	<input type="checkbox"/>
2 – 10	<input type="checkbox"/>
11 – 25	<input type="checkbox"/>
26 – 50	<input type="checkbox"/>
51 – 150	<input type="checkbox"/>
151 – 250	<input type="checkbox"/>
> 250	<input type="checkbox"/>

FTSE/JSE DIVIDEND PLUS INDICES		Licence Commencement Date	Licence Termination Date
FTSE/JSE Dividend Plus Index <i>Subject to subscription of Core Indices, Constituents and Tracker</i>			
Valuations, Constituents and Tracker Data <i>Valuations, Constituent and Tracker data are bundled products</i>	<input type="checkbox"/>		

No of Devices	
1	<input type="checkbox"/>
2 – 10	<input type="checkbox"/>
11 – 25	<input type="checkbox"/>
26 – 50	<input type="checkbox"/>
51 – 150	<input type="checkbox"/>
151 – 250	<input type="checkbox"/>
> 250	<input type="checkbox"/>

FTSE/JSE EQUALLY WEIGHTED TOP 40 INDICES		Licence Commencement Date	Licence Termination Date
FTSE/JSE Equally Weighted Top 40 Index <i>Subject to subscription of Core Indices, Constituents and Tracker</i>			
Valuations, Constituents and Tracker Data <i>Valuations, Constituents and Tracker data are bundled products</i>	<input type="checkbox"/>		

No of Devices	
1	<input type="checkbox"/>
2 – 10	<input type="checkbox"/>
11 – 25	<input type="checkbox"/>

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2E: EOD/Intraday Indices – Internal Usage

Schedule Date: November 2016

26 – 50	<input type="checkbox"/>
51 – 150	<input type="checkbox"/>
151 – 250	<input type="checkbox"/>
> 250	<input type="checkbox"/>

FTSE/JSE SHAREHOLDER WEIGHTED INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE Shareholder Weighted Indices (SWIX) <i>Subject to subscription of Core Indices, Constituents and Tracker</i>					
Valuations, Constituents and Tracker Data <i>Valuations, Constituents and Tracker data are bundled products</i>	<input type="checkbox"/>			2 – 10	<input type="checkbox"/>
FTSE/JSE Shareholder Weighted Sector Indices				11 – 25	<input type="checkbox"/>
Valuations, Constituents and Tracker Data <i>Valuations, Constituents and Tracker data are bundled products</i>	<input type="checkbox"/>			26 – 50	<input type="checkbox"/>
				51 – 150	<input type="checkbox"/>
				151 – 250	<input type="checkbox"/>
				> 250	<input type="checkbox"/>

FTSE/JSE RAFI INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE RAFI All Share, Capped All Share and Top 40 Indices					
Valuations, Constituents and Tracker Data <i>Valuations, Constituents and Tracker data are bundled products</i>	<input type="checkbox"/>			11 – 25	<input type="checkbox"/>
				26 – 50	<input type="checkbox"/>
				51 – 150	<input type="checkbox"/>
				151 – 250	<input type="checkbox"/>
				> 250	<input type="checkbox"/>

FTSE/JSE SHARIAH INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE Shariah All Share and Top 40 Indices					
Valuations, Constituent and Tracker Data <i>Valuations, Constituents and Tracker data are bundled products</i>	<input type="checkbox"/>			11 – 25	<input type="checkbox"/>
				26 – 50	<input type="checkbox"/>
				51 – 150	<input type="checkbox"/>

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2E: EOD/Intraday Indices – Internal Usage

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FTSE/JSE SHARIAH CAPPED INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE SHARIAH All Share and Top 40 Indices				1 - 10	<input type="checkbox"/>
Valuations, Constituents and Tracker Data	<input type="checkbox"/>				
Valuations, Constituents and Tracker data are bundled products					
				11 – 25	<input type="checkbox"/>
				26 – 50	<input type="checkbox"/>
				51 – 150	<input type="checkbox"/>

FTSE/JSE ALL AFRICA INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE All Africa Top 40 and Top 30 Excluding South Africa				1 – 10	<input type="checkbox"/>
Valuations, Constituents and Tracker Data	<input type="checkbox"/>				
Valuations, Constituents and Tracker data are bundled products					
				11 – 25	<input type="checkbox"/>
				26 – 50	<input type="checkbox"/>

FTSE/JSE INTERNATIONAL BENCHMARK		Licence Commencement Date	Licence Termination Date
FTSE/JSE International Benchmark			
Valuations, Constituents and Tracker Data	<input type="checkbox"/>		
Valuations, Constituents and Tracker data are bundled products			

FTSE/JSE RESPONSIBLE INVESTMENT INDICES		Licence Commencement Date	Licence Termination Date	No of Devices	
FTSE/JSE Responsible Investment Benchmark and Top 30				1	<input type="checkbox"/>
Valuations, Constituents and Tracker Data	<input type="checkbox"/>				
				2 - 10	<input type="checkbox"/>
				11 - 25	<input type="checkbox"/>
				26 - 50	<input type="checkbox"/>
				51 - 150	<input type="checkbox"/>
				151 - 250	<input type="checkbox"/>
				> 250	<input type="checkbox"/>

INDICES VALUE ADD DATA PRODUCTS		Licence Commencement Date	Licence Termination Date
End of Day Daily Products:			
Daily Index Statistics - Records DI01/02/03/04	<input type="checkbox"/>		

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2E: EOD/Intraday Indices – Internal Usage

Schedule Date: November 2016

Daily Index Constituent - Records IC01/02	<input type="checkbox"/>		
Daily Index Movements - Record IM01	<input type="checkbox"/>		
Daily Index Information - Records IN01/02	<input type="checkbox"/>		
End of Day Weekly Products:			
Weekly Index Dividend Report (Core/Specialist Indices)	<input type="checkbox"/>		
Weekly Index Dividend Report (RAFI/Shariah Indices)	<input type="checkbox"/>		
Weekly Index Statistics - Records WI01/02	<input type="checkbox"/>		
End of Day Monthly Products:			
Monthly Index Statistics - Records MI01/02	<input type="checkbox"/>		
Monthly Index Constituents - Records MC01/02	<input type="checkbox"/>		
End of Day Combo Products			
JSE Value Add Daily Index Statistics	<input type="checkbox"/>		
Total Return Index Market Snapshot			
	<input type="checkbox"/>		

1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the receipt and use of EOD/Intraday Data.

2. ACCESS AND USE OF EOD/INTRADAY DATA

- 2.1. The Customer and each Customer Affiliate shall only be entitled to receive, display and/or use the EOD and/or Intraday Data in a Controlled User Environment.
- 2.2. Every recipient of the Designated EOD Products is required to enter into the Agreement with the JSE on the same terms and conditions set out in this Agreement and in which such recipient indicates that it will receive and use the Designated EOD Products as prescribed herein.
- 2.3. The EOD Direct Internal User and each Customer Affiliate (excluding any Re-Distributor therein) shall be entitled to receive and use the EOD Data for Internal Usage only, via any Customer Products to any Customer Affiliate for the purpose of use by such Customer Affiliate in its own Internal Usage and the Customer shall pay the relevant Consideration in respect of such EOD Data, as set out in the Indices Price List.
- 2.4. An EOD Direct Internal User shall not be entitled to disseminate the EOD Data in any way or form (including in the form of Customer Products) to any person who is not a Customer Affiliate.

For the avoidance of doubt, any Financial Product created by the Customer based on the Index and/or Index Series will be subject to the terms and conditions and charges and fees within the Indices Financial Product Agreement to be entered into between the JSE and the Customer.

3. ACCESS, USE AND DISSEMINATION OF THE INTRADAY DATA

- 3.1. The Intraday User and each Customer Affiliate (excluding any Re-Distributor therein) shall be entitled to receive and use the Intraday Data for Internal Usage only; via any Customer Products to

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2E: EOD/Intraday Indices – Internal Usage

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any Customer Affiliate for the purpose of use by such Customer Affiliate in its own Internal Usage and the Customer shall pay the relevant Consideration in respect of such Intraday Data, as set out in the Indices Price List.

- 3.2. An Intraday User shall not be entitled to disseminate the Intraday Data in any way or form (including in the form of Customer Products) to any person who is not a Customer Affiliate.

4. CUSTOMER REPORTING

- 4.1. The Customer shall ensure that Customer Reporting in respect of receipt or use of the EOD and/or Intraday Data is submitted by the Customer to enable the JSE to calculate the relevant Consideration payable.

- 4.2. In addition, the JSE reserves the right to request additional information, such as, but not limited to, the identity of End Users; the location of the receipt or use of the EOD and/or Intraday Data by such End Users and/or and the type of EOD and/or Intraday Data used.

5. SERVICE LEVEL AGREEMENT AND GUIDELINES

The JSE will use its reasonable endeavours to provide the EOD Data and Intraday Data to Direct Users in accordance with the Service Level Agreement and Guidelines detailed in Section 6 hereto.

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2F: Non-Display
 Schedule Date: November 2016

SECTION 2F: NON-DISPLAY USE

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2F and may only use such Indices Products in the corresponding data use category identified herein.

NON-DISPLAY	DATA USE CATEGORY				Licence Commencement Date	Licence Termination Date
	Internal		External			
	Units	Fixed	Units	Fixed		
Live Indices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

1. DATA USE TERMS AND CONDITIONS

The Use Terms that apply to the use of Data in a Non-Display manner (are contained in the **Non-Display Policy** within the Indices Market Data Policies.

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 2G: Customised Indices

Schedule Date: November 2016

SECTION 2G: CUSTOMISED INDICES

Instructions: This section of the Products and Services Form must be completed by all Customers who wish to subscribe for the Indices Products below.

The Customer subscribes for the Indices Products selected in this Section 2G and may only use such Indices Products in the corresponding data use category identified herein.

1. CONSIDERATION

CUSTOMISED INDICES DATA PRODUCTS	SUBSCRIPTION	ANNUAL FEE	Licence Commencement Date	Licence Termination Date
Valuations	<input type="checkbox"/>			
Constituents	<input type="checkbox"/>			
Tracker	<input type="checkbox"/>			
Open Constituents	<input type="checkbox"/>			
5 Day Tracker	<input type="checkbox"/>			
Manual Review	<input type="checkbox"/>			
Index History	<input type="checkbox"/>			
Or all products covered by one annual fee	<input type="checkbox"/>			

2. TIME PERIOD FOR SET UP OF THE CUSTOMISED INDICES

NAME OF CUSTOMISED INDEX	ESTIMATED SET UP PERIOD

3. DELIVERY DETAILS IN RESPECT OF ALL CUSTOMISED INDICES

3.1 Mode of delivery:

3.2 Delivery address:

3.3 Estimated time and frequency of delivery: At approximately 18:30 (SA time) each Business Day, unless otherwise agreed with Customer.

4. NAMING AND BRANDING OF THE CUSTOMISED INDEX AND THE CUSTOMISED INDICES PRODUCTS

The JSE consents to the following names of and branding used in respect of the Customised Indices:

5. IDENTITY AND PURPOSE FOR WHICH EACH CUSTOMISED INDEX WILL BE USED (E.G. IN-HOUSE USE, BENCHMARKING, WRITING OF PRODUCTS, REDISTRIBUTION ETC.)

NAME OF CUSTOMISED INDEX	PURPOSE	IDENTITY OF CORRESPONDING SPECIFICATION ANNEXURE

1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the receipt, use and distribution of Customised Indices Data.

2. SIMILAR TERMS AND CONDITIONS

The JSE undertakes that as far as it is reasonably able to do so, it will deal with all Customised Indices Users of Customised Indices on substantially the same terms and conditions.

3. CALCULATION AND DELIVERY OF CUSTOMISED INDICES

3.1. The Customer appoints the JSE to calculate or procure the calculation of the Customised Indices (within the time period set out herein or such other periods as may be reasonable in the circumstances) on its behalf in accordance with the information set out in the Customised Index Detail Form, which once signed by the Customer and agreed to by the JSE will be incorporated into the section

3.2. In the event that the Customer wishes to amend the Customised Index Detail Form at any stage following the Signature Date, the Customer shall notify the JSE in writing of the required modifications, whereupon the JSE shall advise the Customer if such modifications constitute a new Customised Index, in which event all the terms and conditions herein in respect of such new Customised Index shall apply.

3.3. The Customer acknowledges that the calculation of the Customised Indices on behalf of the Customer is based upon the Index Series as elected by the Customer herein.

3.4. The Customer acknowledges and agrees that the JSE may, in its sole discretion and without incurring any liability of whatsoever nature to the Customer:

3.4.1. from time to time institute changes in the composition, method of calculation and transmission of the Index Series, or any part thereof, in accordance with generally published

procedures. Any major change will be published by the JSE in advance of such change; and/or

- 3.4.2. cease to calculate and/or publish the Index Series, or any part thereof, provided always that if the JSE intends to cease such calculation and/or publication it shall use its reasonable endeavours to give the Customer no less than 3 (three) months prior written notice (or as much as is reasonable in the circumstances) of such intention. Such notice shall specify whether a replacement or substitute index or series will be available, in which event the Customer will have 60 (sixty) days (or such shorter period as may be reasonable in the circumstances) to elect whether or not to use such replacement or substitute index or series in the Customised Indices and shall notify the JSE in writing accordingly.

In the event that the Customer does not wish to use the replacement or substituted Index or Index Series, this Agreement shall terminate in respect of all Customised Indices which are affected by the changes contemplated, on the date of withdrawal or substitution of the relevant Index in the Index Series.

4. SIMILAR INDICES

- 4.1. The Customer acknowledges that at any stage after the Signature Date, there may be other customers of the JSE which request the JSE to calculate or procure the calculation of Similar Indices.
- 4.2. Subject to paragraph 5, the JSE shall be entitled to calculate or procure the calculation of Similar Indices on behalf of any other customers and, subject to the provisions of clause 4.3, the JSE shall not be liable to the Customer for any loss or damages the Customer may suffer as a result of the JSE calculating or procuring the calculation of any Similar Indices, including without limitation in respect of any breach of any Intellectual Property Rights of the Customer.
- 4.3. In the event that any person requests the JSE to create an Index which the JSE is aware is identical to any of the Customised Indices, the JSE undertakes not to create and publish such identical Index unless the Customer has granted its prior written consent for such creation and publication.

5. INCORPORATION OF SIMILAR INDICES

- 5.1. Subject to clauses 4.3 and 5.2, the Customer acknowledges that at any stage following the Signature Date, as a result of demand in or in the interests of development of the financial services sector, the JSE may elect to include Similar Indices in the Index Series. In the event that the JSE wishes to include any one or more of the Similar Indices in the Index Series, the JSE will obtain the Customer's prior written consent for such inclusion, which consent shall not be unreasonably withheld.
- 5.2. The JSE shall be entitled to calculate or procure the calculation of Similar Indices in the circumstances referred to in clause 5.1 above and, subject to the provisions of clauses 4.3, the JSE shall not be liable to the Customer for any loss or damages the Customer may suffer as a result of the JSE calculating or procuring the calculation of any Similar Indices, including without limitation in respect of any breach of any Intellectual Property Rights of the Customer.

6. PERMITTED USE OF THE CUSTOMISED INDICES

- 6.1. The Customer shall be entitled to use the Customised Indices for its own Internal Usage.
- 6.2. Notwithstanding the provisions of clause 5, the Customer is entitled to:
 - 6.2.1. disseminate the Customised Indices to a Customer Affiliate for no additional Consideration; and

- 6.2.2. disseminate limited extracts (as per conditions stated in the **Limited Extracts** section in the Indices Market Data Policies) of the Customised Indices for no additional Consideration.

For the avoidance of doubt, any Financial Product created by the Customer based on the Index and/or Index series will be subject to the terms and conditions and charges and fees within the Indices Financial Product Agreement to be entered into between the JSE and the Customer.

7. USE BY CUSTOMERS

No recipient of the Customised Indices shall be entitled to provide the Customised Indices or any part thereof without the prior written consent of the JSE.

8. CONSIDERATION

Notwithstanding clause 12 of the Master Terms relating to Consideration, the JSE reserves the right to charge such fee or charges in relation to the Customised Indices Products as it in its sole discretion determines, based on *inter alia*, the time and materials required by the JSE and/or the Index Partner(s) in respect of the calculation of the Customised Indices. In this regard due regard will be given to the extent to which the JSE and/or the Index Partner(s) is/are required to make modifications to any existing systems at its disposal as at the Signature Date.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Customer acknowledges that the JSE and/or the Index Partner as the case may be, owns all the Intellectual Property Rights in the Index Series or the Index Series Products comprised in the Customised Indices and the Customised Indices Data Products and the Customer agrees not to use such intellectual property otherwise than in accordance with this Agreement.
- 9.2. Subject to the provisions of clause 9.3, upon termination of this Agreement, the Customer shall retain its Intellectual Property Rights in respect of the Customised Indices and the Customised Indices Data Products, save insofar as any component of the Customised Indices or the Customised Indices Data Products are based on or comprised of the Index Series or the Indices Products, or any part thereof, the Intellectual Property Rights in respect of which shall remain vested in the JSE and/or the Index Partner(s), as the case may be, as owners or licensees, as the case may be.
- 9.3. Without detracting from the JSE's rights under 9.2, and the JSE's obligations under clause 5, in the event that at any time the JSE and the Customer consents to the incorporation of the Customised Index, into the Index Series, the Customer, to the extent required by law, hereby assigns any and all Intellectual Property Rights it may have in respect of the Customised Index to the JSE and the Index Partner(s), as the case may be, such that such Intellectual Property Rights shall vest exclusively in the JSE and/or the Index Partner(s), as the case may be, as owners or licensees, as the case may be. No consideration shall be payable to the Customer in respect of such assignment.
- 9.4. **Branding of the Customised Indices / Use of Name(s)**
- 9.4.1. As at the Signature Date, the JSE consents to the branding of the Customised Indices and the Customised Indices Data Products in the manner and form set out herein.
- 9.4.2. Nothing in this Agreement confers or shall confer upon the Customer any right, title or interest in any Index Name(s) for the duration of this Agreement or at any time thereafter.
- 9.4.3. The Customer shall not be entitled to use the Index Name(s) or any other trademarks of the JSE and/or any Index Partner(s) in connection with the Customised Indices or the Customised Indices Data Products, unless it has received the prior written consent of the

JSE and/or the Index Partner(s), as the case may be. In particular, the Customer may not use the Index Name(s) or any JSE trademarks and/or the Index Partner(s) trade marks in any manner which may cause confusion as to the person responsible for creating, operating or otherwise using the Customised Indices or Customised Indices Data Products in any manner or form.

- 9.4.4. In the event that the JSE and/or an Index Partner(s) grant(s) the Customer written consent to use the Index Name(s) or any other trade mark of the JSE and/or Index Partner(s), as the case may be, or any part thereof in respect of the Customised Indices and the Customised Indices Data Products, the Customer shall adhere to the Customised Indices Attribution Requirements and any other usage specifications which the JSE may advise the Customer of in writing from time to time.

9.5. **Customised Indices Attribution Requirements**

The Customer hereby undertakes that, unless otherwise agreed by the JSE, there shall be incorporated in any material published by the Customer in respect of the Customised Indices (other than the Customised Indices Data Products, in respect of which the Attribution Requirements in the Indices Market Data Policies are applicable), a statement in the following terms and substantially the same form:

"Indices provided and calculated by FTSE International Limited and the JSE Limited".

10. **NON-ENDORSEMENT AND PROMOTIONAL MATERIAL**

- 10.1. The Customer acknowledges and agrees that the JSE, in providing the services contained in the Agreement and authorising the use of the Customised Indices as set out in the Agreement, does not express or imply any approval and/or endorsement of the Customised Indices or the Customised Indices Data Products.
- 10.2. The Customer agrees not to make any statement (expressed or implied) which states or implies that the JSE and/or the Index Partner(s), as the case may be:
- 10.2.1. approves, endorses or consents to the issue, promotion, marketing, purchase, sale and/or arrangement by the Customer of the Customised Indices or Customised Indices Data Products; or
- 10.2.2. makes any judgement or expresses any opinion in respect of the Customised Indices or the Customised Indices Data Products.
- 10.3. The Customer agrees not to publish any material relating to or referring in any way to the Customised Indices, the Data Products or to the JSE and/or Index Partner(s), as the case may be, without the prior written consent of the JSE and/or the Index Partner(s), as the case may be and such consent will not be unreasonably withheld or delayed.
- 10.4. Without prejudice to any other rights of the JSE, the Customer shall, upon request from the JSE and within a reasonable period following such request, amend or withdraw from circulation any literature, advertising or promotional material relating to the Customised Indices or the Customised Indices Data Products:
- 10.4.1. in respect of which, in the reasonable opinion of the JSE, the Customer is in breach of any of the obligations placed on it under the Agreement; or
- 10.4.2. where such material is likely to bring the JSE, the Index Partner(s), as the case may be, or their affiliated companies into disrepute.

11. WARRANTY AND INDEMNITY BY THE CUSTOMER

- 11.1. Notwithstanding anything contrary in the Master Terms, the Customer represents and warrants that the criteria set out in the Customised Index Detail Form (save for any criteria which is the intellectual property of the JSE) and the incorporation of such criteria into the Customised Indices in accordance with the Agreement and/or the use of the Customised Indices Products do/does not infringe any Intellectual Property Rights of any third party.
- 11.2. The Customer hereby indemnifies the JSE and any Index Partner(s), as the case maybe, against any loss or damage of whatsoever nature suffered by the JSE and/or Index Partner(s), as the case may be, as a result of a breach of the representation and warranty set out in 11.1.
- 12. In addition to clause 21.2 of the Master Terms, the Customer hereby acknowledges that the JSE makes no warranty, expressly or impliedly, to the Customer as to the fitness for a particular purpose or satisfactory quality of the Customised Indices and/or the Index Values.

13. DEFAULT

- 13.1. In addition to the express provisions in the Master Terms, upon the expiry or termination of the Agreement, for whatever reason, the Customer shall:
 - 13.1.1. immediately cease its use of the Index Name(s) and any other JSE and/or Index Partner(s) trade marks in connection with the issue, promotion, marketing and sale of or otherwise in respect of the Customised Indices Products and/or the Customised Indices, and shall have no further right to use such trademarks and/or the Name(s); and
 - 13.1.2. refrain from engaging in any act which would lead a person to think that the Customer is associated or connected with the JSE and/or Index Partner(s) and shall execute any documents or do such things as the JSE reasonably considers necessary to ensure compliance with this clause.
- 13.2. Termination of the Agreement shall not affect the rights and obligations of any Party which may have arisen prior to its termination.

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 3: Technology
Schedule Date: November 2016

SECTION 3: TECHNOLOGY

Instructions: This section of the Products and Services Form must be completed by all Customers and repeated separately for each Customer Affiliate.

TECHNOLOGY ON / THROUGH WHICH THE DATA WILL BE USED AND /OR ACCESSED	Live Streaming	Live Snapshots	Delayed	Intraday	EOD	Name of Customer Product(s)
Proprietary Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Intranet (Website)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Internet/Extranet (Website)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Display			<input type="checkbox"/>			
Mobile Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Short Message System ("SMS")		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Phone in service		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Television	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Data feed / API	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Webhosting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Non-Display Application	<input type="checkbox"/>					
Print Media					<input type="checkbox"/>	
Other Technology (specify and explain) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INTERNET TECHNOLOGY

Provide one login and password where website distribution to a controlled website is involved :

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 4: Specified Business Uses

Schedule Date: November 2016

SECTION 4: SPECIFIED BUSINESS USES

Instructions: This section of the Products and Services Form must be completed by all Customers and repeated separately for each Customer Affiliate.

CATEGORIES OF USE		Customer Products Please provide details of each Customer Product (including branded product names) for which Data in each category is used.		
LIVE DATA	<input type="checkbox"/> Indices data <input type="checkbox"/> Indices Snapshot data			
INTRADAY DATA	<input type="checkbox"/>			
EOD DATA	<input type="checkbox"/> Valuations <input type="checkbox"/> Constituents and Tracker			
NON-DISPLAY	<input type="checkbox"/> Internal <input type="checkbox"/> External			
PROVISION OF DATA TO THIRD PARTIES		No	Yes	If yes, provide full details of the purpose for which the Data will be used by such third parties and the corresponding Technology in relation to such use.
Will the Data be provided to third parties (i.e. a Customer Affiliate, Clients, Service Facilitators or any other person) for any purpose, including the hosting of a website or product development?		<input type="checkbox"/>	<input type="checkbox"/>	
OTHER USES		No	Yes	If yes, provide full details .
Will the Customer use the Data to create any products (other than those referred to above)?		<input type="checkbox"/>	<input type="checkbox"/>	
Will the user distribute the underlying information together with FTSE/JSE Africa Index Series values?.		<input type="checkbox"/>	<input type="checkbox"/>	If yes, provide full details .
Will the User make use of the information to compile User Indices?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, provide full details .
Will the Customer use the Data to create any Derived Data? If so, provide details.		<input type="checkbox"/>	<input type="checkbox"/>	
Without reducing or taking away from the general information above, will the Customer use the Data to create a product which will benchmark/track a instrument/Index?		<input type="checkbox"/>	<input type="checkbox"/>	
Please provide details of the Customer's use of the Data for Internal Usage.		<input type="checkbox"/> Trading <input type="checkbox"/> System Development <input type="checkbox"/> System Operating <input type="checkbox"/> Data Quality Assurance <input type="checkbox"/> Helpdesk Service <input type="checkbox"/> Other, please specify:		
Please provide a detailed description of the Customer's business activities particularly related to the use of the Data (and other than as set out above).				

SCHEDULE C: PRODUCTS AND SERVICES FORM

Section 5: Service Facilitator
Schedule Date: November 2016

SECTION 5: SERVICE FACILITATOR

Instructions: To be completed separately in respect of each Service Facilitator

Company Name	
Registration number	
Address from which Service Facilitator operates	
Telephone Number:	
Address at which the Data will be received	
Service Facilitator Data:	
Description of use:	

Company Name	
Registration number	
Address from which Service Facilitator operates	
Telephone Number:	
Address at which the Data will be received	
Service Facilitator Data:	
Description of use:	

1. DATA USE TERMS AND CONDITIONS

The terms and conditions that apply to this type of usage type are contained in the **Service Facilitator Data Policy** which is part of the Indices Market Data Policies.

SECTION 6: SERVICE LEVEL AGREEMENT (“SLA”) AND SERVICE LEVEL GUIDELINES

1. APPLICATION OF THE SLA

1.1 Subject to the provision in the Master Terms relating to restrictions or interruptions to the Data, the JSE will use its reasonable endeavours to provide the Data to the Customer who is a Direct User at the time set out in this SLA, or as soon as reasonably possible after these times.

1.2 Any problems in respect of the all Data services or in respect of connectivity or data issues referred to in this SLA must be communicated to the JSE’s Customer Support team. The JSE’s Customer Support team will conduct initial investigations and if they are unable to address the problem, the JSE will use reasonable endeavours to refer the problem to the technical support staff of the JSE as soon as is reasonably possible.

1.3 EOD Data

Any changes requested by the Customer to the EOD Products subscribed to (additions or cancellations) must be communicated to the JSE Market Data department by 15:00 on any Business Day in order to have such changes effective the next Business Day. If the change request is received after 15:00 on any Business Day the change will be available on the second Business Day after the change request is received by the JSE. If any such changes require amendments to the Agreement, the amendments must first be completed and duly signed by the Customer and the JSE before the technical changes are implemented.

2. SUPPORT PROCEDURES

Support Hours

Members of the JSE Customer Support team are available to all Customers who are Direct Users between 07h00 and 19h00 on all Business Days and may be contacted at the telephone number/s set out below.

Customers who require support after 19h00 must contact the afterhours support number as set out below.

JSE CUSTOMER SUPPORT CONTACT DETAILS

Telephone numbers	+27 11 520 7777
After hours numbers	+27 11 5207900 (this number is routed to the standby staff member)
In the event of an escalation - contact the Manager during normal business hours	Senior Operations Manager Client Services on +27 11 520 7420 or General Manager Client Services on +27 11 520 7350

3. COMMUNICATION ABOUT SUPPORT SERVICES

Should the Customer be dissatisfied with the support received, all correspondence is required to be hand-delivered or e-mailed to:

JSE LIMITED
 Attention: Head: Client Services
 One Exchange Square, 2 Gwen Lane
 Sandown, Sandton , 2196
 Republic of South Africa
 e-mail: customersupport@jse.co.za
 Tel. +27 11 520 8350

4. SLA DELIVERY TIMES

(Unless otherwise specified, all references to times are South African Standard Time on Business Days)

INDICES LIVE FEED

Reference Data	available from 22h30 the previous day
Market Open	08h30
Continuous Trading	09h00 to 17h00
Market Close	18h15

EOD INDICES DATA SERVICE

Core data product (file)	19h00
Specialist data product (file)	19h00
All Africa data product	03h00 Next day
International Benchmark (IBI) data product	03h00 Next day

INTRADAY INDICES SERVICE

Intraday TRI Market Snapshot Product	15h15
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