Section 1 – Introduction and Applicability Index Schedule Date:

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

1	INTRODUCTION	
	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).

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2. A	APPLIC	CABILITY INDEX	APPLICABLE	APPLICABLE
Section 1	:	INTRODUCTION AND APPLICABILITY INDEX		
Section 2	: :	PRODUCTS AND SERVICES		
	A.	LIVE INDICES DISTRIBUTION		
	B.	LIVE INDICES INTERNAL USAGE		
	C.	DELAYED INDICES DISTRIBUTION		
	D.	EOD/INTRADAY INDICES DISTRIBUTION		
	E.	EOD/INTRADAY INDICES INTERNAL USAGE		
	F.	NON-DISPLAY USAGE		
	G.	CUSTOMISED INDICES		
	H.	FTSE/JSE EQUITY INDICES MULTI-USE		
	I.	EOD FTSE/JSE FIXED INCOME INDICES – DISTRIBUTION		
	J.	EOD FTSE/JSE FIXED INCOME INDICES – INTERNAL USAGE		
	K.	FTSE/JSE FIXED INCOME INDICES MULTI-USE		
Section 3	3 :	TECHNOLOGY		
Section 4	:	SPECIFIED BUSINESS USES		
Section 5	; : <u> </u>	SERVICE FACILITATOR		
Section 6	<del>:</del>	SERVICE LEVEL AGREEMENT (SLA) AND SERVICE		
		LEVEL GUIDELINES		

Section 2A: Live Indices – Distribution Schedule Date:

# **SECTION 2: PRODUCTS AND SERVICES**

<u>Instructions</u>: 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

	DAT	A USE CATE	Licence Commencement	Licence Termination	
INDICES PRODUCTS	Distributor	Re- Distributor	Customer Affiliate Re- Distributor	Date	Date
Live FTSE/JSE Africa Index Series					
Live FTSE/JSE Indices Snapshots					

#### 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

Section 2A: Live Indices – Distribution Schedule Date:

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.

Section 2A: Live Indices – Distribution Schedule Date:

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.

Section 2B: Live Indices – Internal Usage Schedule Date:

## SECTION 2B: LIVE INDICES - INTERNAL USAGE

<u>Instructions:</u> 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	Licence Termination
	Internal Use	Date	Date
Live FTSE/JSE Africa Index Series			

#### 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.

Section 2C: Delayed Indices – Distribution Schedule Date:

## SECTION 2C: DELAYED INDICES - DISTRIBUTION

<u>Instructions:</u> 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.

	DA	TA USE CAT	Licence Commencement	Licence Termination	
INDICES PRODUCTS	Distributo r	Re- Distributo r	Customer Affiliate Re-Distributor	Date	Date
Delayed FTSE/JSE Africa Index Series					
Delayed Dual Branded Indices					
Indicate if Customer ma Right (as described in the Market Data Policies					

#### 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.

Section 2C: Delayed Indices – Distribution Schedule Date:

## 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.

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

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

<u>Instructions:</u> 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

	DA	ΓA USE CATE	GORY	Licence Commencement	Licence Termination
INDICES PRODUCTS	Distributor	Re- Distributor	Customer Affiliate Re- Distributor	Date	Date
End of Day FTSE/JSE Africa Index Series					
FTSE/JSE Core Indices Valuations					
FTSE/JSE Core Indices Valuations, Constituents and Tracker					
End of Day FTSE/JSE Specialist Indices Valuations (each subject to subscription to Core Indices Valuations)					
FTSE/JSE Capped Valuations					
FTSE/JSE Dividend Plus Valuations					
FTSE/JSE Equally Weighted Valuations					
FTSE/JSE Preference Share Valuations					
FTSE/JSE Shareholder Weighted Valuations					
FTSE/JSE Style Valuations					
FTSE/JSE Top 40 Dividend Valuations					
FTSE/JSE Minimum Variance Valuations					

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

FTSE/JSE Capped Resources Valuations			
FTSE/JSE Capped Industrial 25 Valuations			
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			
FTSE/JSE Dividend Plus Valuations, Constituents and Tracker			
FTSE/JSE Equally Weighted Valuations, Constituents and Tracker			
FTSE/JSE Preference Share Valuations, Constituents and Tracker			
FTSE/JSE Shareholder Weighted Valuations, Constituents and Tracker			
FTSE/JSE Capped Shareholder Weighted Valuations, Constituents and Tracker			
FTSE/JSE Factor Indices Valuations, Constituents and Tracker			
FTSE/JSE Property Indices Valuations, Constituents and Tracker			
FTSE/JSE Style		П	

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

Constituents and Tracker			
FTSE/JSE Top 40 Dividend Valuations, Constituents and Tracker			
FTSE/JSE Minimum Variance Valuations, Constituents and Tracker			
FTSE/JSE Capped Resources Valuations, Constituents and Tracker			
FTSE/JSE Capped Industrial 25 Valuations, Constituents and Tracker			

	DA	TA USE CAT	Licence Commencement	Licence Termination	
INDICES PRODUCTS	Distributor	Re- Distributor	Customer Affiliate Re-Distributor	Date	Date
End of Day FTSE/JSE RAFI Indices Valuations					
End of Day FTSE/JSE RAFI Indices Valuations, Constituents and Tracker					
End of Day FTSE/JSE Shariah Indices Valuations					
End of Day FTSE/JSE Shariah Indices Valuations, Constituents and Tracker					
End of Day FTSE/JSE Shariah Capped Indices Valuations					
End of Day FTSE/JSE Shariah Capped Indices Valuations, Constituents and Tracker					

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

End of Day FTSE/JSE All Africa Indices Valuations			
End of Day FTSE/JSE All Africa Indices Valuations, Constituents and Tracker			
EOD FTSE/JSE Responsible Investment Indices Valuations			
EOD FTSE/JSE Responsible Investment Indices Valuations, Constituents and Tracker			
End of Day Indices Value Add data products			
Intraday Total Return Index Market Snapshot			

## 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.

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

- 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 entteld 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;
  - 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;

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

- 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.

## 2.7. <u>Intraday Re-Distributor</u>

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)

Section 2D: EOD/Intraday Indices – Distribution Schedule Date:

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 Schedule Date:

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

<u>Instructions:</u> 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 S VALUATIONS	SERIES	Licence Commencement Date	Licence Termination Date	No of De	vices
FTSE/JSE Core Indices				1 - 10	
(Only applicable to EOD Direct Internal Users)				11 – 25	
Specialist Indices					
All subject to subscription of Core				26 – 50	
Indices					
FTSE/JSE Style Indices				51 – 150	
FTSE/JSE Preference Share Indices				151 – 250	
FTSE/JSE Equally Weighted					
Financial 15 Index				> 250	
FTSE/JSE Equally Weighted					
Resource 10 Index					
FTSE/JSE Equally Weighted					
Industrial 25 Index					
FTSE/JSE Top 40 Dividend					
Index					
FTSE/JSE Minimum Variance					
Index					
FTSE/JSE Capped Resource					
Index					
FTSE/JSE Capped Industrial 25					
Index					

		Linaman	Licence		
FTSE/JSE AFRICA INDEX S CONSTITUENTS AND TRACKER	SERIES	Licence Commencement Date	Licence Termination Date	No of Devi	ces
FTSE/JSE Core Indices				1	
Specialist Indices All subject to subscription of Core Indices. Constituent and Tracker data are bundled products				2 – 10	
FTSE/JSE Style Indices				11 – 25	
FTSE/JSE Preference Share Indices				26 – 50	
FTSE/JSE Equally Weighted Financial 15 Index				51 – 150	
FTSE/JSE Equally Weighted Resource 10 Index				151 – 250	
FTSE/JSE Equally Weighted Industrial 25 Index				> 250	
FTSE/JSE Top 40 Dividend Index					

FTSE/JSE Minimum Variance Index		
FTSE/JSE Capped Resource Index		
FTSE/JSE Capped Industrial 25 Index		

FTSE/JSE CAPPED INDICES		Licence Commencement	Licence Termination
FTSE/JSE Capped Indices		Date	Date
Subject to subscription of Core Inc	dices,		
Constituents and Tracker			
Valuations, Constituents and			
Tracker Data			
Valuations, Constituent and			
Tracker data are bundled products			

No of Devices	
1	
2 – 10	
11 – 25	
26 – 50	
51 – 150	
151 – 250	
> 250	

FTSE/JSE DIVIDEND PLUS INDICES		Licence nmencement	Licence Termination
FTSE/JSE Dividend Plus Index		Date	Date
Subject to subscription of Core Indices,			
Constituents and Tracker			
Valuations, Constituents and Tracker			
Data			
Valuations, Constituent and Tracker data			
are bundled products			

No of Devices		
1		
2 – 10		
11 – 25		
26 – 50		
51 – 150		
151 – 250		
> 250		

FTSE/JSE EQUALLY WEIGHTED TOP INDICES	40	Licence Commencement	Licence Termination
FTSE/JSE Equally Weighted Top 40 Index		Date	Date
Subject to subscription of Core Indic	es,		
Constituents and Tracker			
Valuations, Constituents and			
Tracker Data			
Valuations, Constituents and Tracker data are bundled products			

	No of Devices	
1		
2 – 10		
11 – 25		
26 – 50		

51 – 150	
151 – 250	
> 250	

FTSE/JSE SHAREHOLDER WEIGHTED INDICES  FTSE/JSE Shareholder Weighted Indices (SWIX)  Subject to subscription of Core Indices,  Constituents and Tracker		Licence Commencement Date	Licence Termination Date
Valuations, Constituents and Tracker Data Valuations, Constituents and Tracker data are bundled products			
FTSE/JSE Shareholder Weighted Sector Indices			
Valuations, Constituents and Tracker Data Valuations, Constituents and Tracker data are bundled products			

No of Devices		
1		
2 – 10		
11 – 25		
26 – 50		
51 – 150		
151 – 250		
> 250		

FTSE/JSE CAPPED SHAREHOLDER WEIGHTED INDICES FTSE/JSE Capped Shareholder Weighted Indices (SWIX) Subject to subscription of Core Indices, Constituents and Tracker		Licence Commencement Date	Licence Termination Date
Valuations, Constituents and Tracker Data Valuations, Constituents and Tracker data are bundled products			

No of Devices		
1		
2 – 10		
11 – 25		
26 – 50		
51 – 150		
151 – 250		
> 250		

FTSE/JSE FACTOR INDICES		Licence Commencement	Licence Termination
FTSE/JSE Factor Indices		Date	Date
Valuations, Constituents and Tracker Data Valuations, Constituents and Tracker			
data are bundled products			

No of Devices		
1		
2 – 10		
11 – 25		
26 – 50		

51 –	
150	
151 –	
250	
> 250	

FTSE/JSE PROPERTY INDICES		Licence Commenceme	Licence Termination
FTSE/JSE Property Indices		nt Date	Date
Valuations, Constituents and			
Tracker Data			
Valuations, Constituents and Tracker data are bundled products			

No of Devices		
1 - 10		
11 – 25		
26 – 50		
51 – 150		
151 – 250		
> 250		

FTSE/JSE RAFI INDICES		Licence Commenceme	Licence Termination
FTSE/JSE RAFI All Share, Capped All Share and Top 40 Indices		nt Date	Date
Valuations, Constituents and Tracker Data Valuations, Constituents and Tracker data are bundled products			

No of Devices		
1 - 10		
11 – 25		
26 – 50		
51 – 150		
151 – 250		
> 250		

FTSE/JSE SHARIAH INDICES		Licence Commenceme nt Date	Licence Termination Date
FTSE/JSE Shariah All Share and Top 40 Indices		in Date	Juio
Valuations, Constituent and Tracker			
Data			
Valuations, Constituents and Tracker data	ш		
are bundled products			

No of Devices		
1 – 10		
11 – 25		
26 – 50		
51 – 150		

FTSE/JSE SHARIAH CAPPED INDICES FTSE/JSE SHARIAH All Share and Top 40 Indices		Licence Commencemen t Date	Licence Termination Date
FISE/3SE SHAKIAH Ali Share ahu 10p 40	maices		
Valuations, Constituents and			
Tracker Data			
Valuations, Constituents and Tracker			
data are bundled products			

No of Devices		
1 - 10		
11 – 25		
26 – 50		
51 – 150		

FTSE/JSE ALL AFRICA INDICES FTSE/JSE All Africa Top 40 and Excluding South Africa	Top 30	Licence Commencement Date	Licence Termination Date
Valuations, Constituents and			
Tracker Data	П		
Valuations, Constituents and			
Tracker data are bundled products			

	No of Devices		
1 – 10			
11 – 25			
26-50			

FTSE/JSE RESPONSIBLE INVESTMENT INDICES FTSE/JSE Responsible Investment Benchmark		Licence Commencement Date	Licence Termination Date	
and Top 30				
Valuatio	ns, Constituents ar	nd 🔲		
Tracker	Data			

No De	of vices
1	
2 - 10	
11 - 25	
26 - 50	
51 - 150	
151 - 250	
> 250	

INDICES VALUE ADD DATA PRODUCTS	Licence Commencement Date	Licence Termination Date
End of Day Daily Products:		
Daily Index Statistics - Records DI01/02/03/04		
Daily Index Constituent - Records IC01/02		
Daily Index Movements - Record IM01		
Daily Index Information - Records IN01/02		
End of Day Weekly Products:		
Weekly Index Dividend Report (Core/Specialist Indices)		

SECTION 2E: End Of Day/Intraday Indices - Internal Usage Schedule Date:

Weekly Index Dividend Report		
(RAFI/Shariah Indices)		
Weekly Index Statistics - Records		
WI01/02		
End of Day Monthly Products:		
Monthly Index Statistics - Records		
MI01/02		
Monthly Index Constituents -		
Records MC01/02		
End of Day Combo Products		
•		
JSE Value Add Daily Index Statistics		
TOL VAIGE AND DAILY INCEX STATISTICS	<u> </u>	
Tetal Determination Manhat Consultat		
Total Return Index Market Snapshot		

## 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 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

SECTION 2E: End Of Day/Intraday Indices - Internal Usage Schedule Date:

- 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.

SECTION 2F: Non-Display Use Schedule Date:

# **SECTION 2F: NON-DISPLAY USE**

<u>Instructions:</u> 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.

		[	DATA U	SE CATEGORY	Licence Commencement	Licence Termination
NON-		rnal	External		Date	Date
DISPLAY	Units	Fixed	Units	Fixed		
Live Indices						

#### 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.

SECTION 2G: Customised Indices Schedule Date:

<b>SECTION 20</b>	C. CIIC	TOMICE	שוחואו ע	EC
SECTION 2	u. Cua	IUMISE	טוטעוו ע	

<u>Instructions:</u> 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	SUBSCRIPTIO N	ANNUAL FEE	Licence Commencement Date	Licence Terminatio n Date
Valuations				
Constituents				
Tracker				
Open Constituents				
5 Day Tracker				
Manual Review				
Index History				
Or all products covered by one annual fee				

## 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.

SECTION 2G: Customised Indices
Schedule Date:

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

SECTION 2G: Customised Indices Schedule Date:

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

SECTION 2G: Customised Indices
Schedule Date:

6.2.2. disseminate limited extracts (as per conditions stated in the **Limited Extract**s 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

SECTION 2G: Customised Indices Schedule Date:

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. <u>Customised Indices Attribution Requirements</u>

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.

SECTION 2G: Customised Indices
Schedule Date:

#### 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.

SECTION 2H: FTSE/JSE Equity Indices Multi-Use Schedule Date:

## SECTION 2H: FTSE/JSE EQUITY INDICES MULTI-USE

<u>Instructions:</u> 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 2H and may only use such Indices Products in the corresponding data use category identified herein

INDICES PRODUCTS	Licence Commencement Date	Licence Termination Date
FTSE/JSE Reports Licence - Use of Equity Indices Data by a licenced DEU Customer		
OR		
FTSE/JSE Reports Licence - Use of Equity Indices Valuations data only		
FTSE/JSE Composite Licence		

#### 1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the use and distribution of Data sourced from Live Data; and/or Intraday Data; and/or Delayed Data and/or EOD Data in any manner as described in the **FTSE/JSE Indices Multi-Use policy**.

## 2. ACESS, USE AND DISSEMINATION

The Customer and each Customer Affiliate shall only be entitled to use the Data in accordance with the FTSE/JSE Indices Multi-Use policy, as set out in the Indices Market Data Policies.

## 3. CUSTOMER REPORTING

- 3.1 The Customer shall ensure that Customer Reporting in respect of the number of Composite Indices is submitted by the Customer to enable the JSE to calculate the relevant Consideration payable.
- 3.2 In addition, the JSE reserves the right to request additional information in this regard.

SECTION 2I: End Of Day FTSE/JSE Fixed Income Indices – Distribution Schedule Date:

#### SECTION 2I: END OF DAY FTSE/JSE FIXED INCOME INDICES - DISTRIBUTION

<u>Instructions:</u> 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 2I and may only use such Indices Products in the corresponding data use category identified herein

		DATA USE CATE	GORY	Licence	Licence
INDICES PRODUCTS	Distributor	Re-Distributor	Customer Affiliate Re-Distributor	Commencement Date	Termination Date
EOD FTSE/JSE Fixed Income Indices					
FTSE/JSE Fixed Income Indices: Valuations					
FTSE/JSE Fixed Income Indices: Valuations; Constituents and Tracker					

## 5. **DATA USE TERMS AND CONDITIONS**

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

#### 6. ACCESS, USE AND DISSEMINATION OF THE EOD DATA

- 6.1. The Customer and each Customer Affiliate shall only be entitled to receive, display and/or use the EOD Data:
  - 6.1.1. in a Controlled User Environment: or
  - 6.1.2. in accordance with the **Data Feed Policy**, as set out in the Indices Market Data Policies.
- 6.2. 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.

## 6.3. **EOD Distributor**

- 6.3.1. An EOD Distributor is:
  - 6.3.1.1. entitled to store, process and use the EOD Data for its own Internal Usage;
  - 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;
  - 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
  - 6.3.1.4. entitled to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage.
- 6.3.2. 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.

SECTION 2I: End Of Day FTSE/JSE Fixed Income Indices – Distribution Schedule Date:

6.3.3. Subject to the JSE's express prior written consent and in accordance with the Indices Market Data Policies, an 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.

#### 6.4. **EOD Re-Distributor**

- 6.4.1. An EOD Re-Distributor is:
  - 6.4.1.1. entitled to store, process and use the EOD Data for its own Internal Usage;
  - 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;
  - 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
  - 6.4.1.4. entitled to disseminate the EOD Data via any Customer Products to external End Users for their own Internal Usage.
- 6.4.2. 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.
- 6.4.3. Subject to the JSE's express prior written consent and in accordance with the Indices Market Data Policies, an 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.

#### 6.5. **Designated End User**

- 6.5.1. A Designated End User is entitled to store, process and use the EOD Data for its own Internal Usage only.
- 6.5.2. Neither a Customer nor any Customer Affiliate may disseminate Designated EOD Products to any person (or Customer Affiliate) unless:
  - 6.5.2.1. 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
  - 6.5.2.2. the person and/or Customer Affiliate pay the relevant Consideration in respect of such usage.

#### 6.6. Print Media End User

- 6.6.1. 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.
- 6.6.2. 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.

#### 7. 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 Data, being:

SECTION 2I: End Of Day FTSE/JSE Fixed Income Indices – Distribution Schedule Date:

## **Information Delivery Portal Connectivity Document**

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

FTSE/JSE Fixed Income Indices Market Data Products Specifications Manual (only applicable to Customers that access EOD Data directly from Delivery Systems)

## 8. 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 2J:End Of Day FTSE/JSE Fixed Income Indices – Internal Usage Schedule Date:

## SECTION 2J:END OF DAY FTSE/JSE FIXED INCOME INDICES - INTERNAL USAGE

<u>Instructions:</u> 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 2J and may only use such Indices Products in the corresponding data use category identified herein

EOD FTSE/JSE Fixed Income Indices: Valuations Data	Licence Commencement Date	Licence Termination Date
FTSE/JSE All Bond (ALBI) Indices		
FTSE/JSE Composite Inflation-Linked (CILI) Indices		

EOD FTSE/JSE Fixed Income Indices: VCT Data	Licence Commencement Date	Licence Terminatio n Date	No of I	Devices
FTSE/JSE All Bond (ALBI) Indices: Valuations; Constituents and Tracker Data			1 – 10	
			11 – 25	
			26 – 50	
			> 50	П

EOD FTSE/JSE Fixed Income Indices: VCT Data	Licence Commencement Date	Licence Terminatio n Date
FTSE/JSE Composite Inflation-Linked (CILI) Indices: Valuations; Constituents and Tracker Data		

No of E	Devices
1 – 10	
11 – 25	
26 – 50	
> 50	

## 6. DATA USE TERMS AND CONDITIONS

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

## 7. ACCESS AND USE OF EOD DATA

- 7.1. The Customer and each Customer Affiliate shall only be entitled to receive, display and/or use the EOD Data in a Controlled User Environment.
- 7.2. 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.
- 7.3. 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

SECTION 2J:End Of Day FTSE/JSE Fixed Income Indices – Internal Usage Schedule Date:

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.

7.4. 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.

#### 8. **CUSTOMER REPORTING**

- 8.1. The Customer shall ensure that Customer Reporting in respect of receipt or use of the EOD Intraday Data is submitted by the Customer to enable the JSE to calculate the relevant Consideration payable.
- 8.2. 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 Data by such End Users and/or and the type of EOD Data used.

#### 9. SERVICE LEVEL AGREEMENT AND GUIDELINES

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

SECTION 2K: FTSE/JSE Fixed Income Indices Multi-Use Schedule Date:

## SECTION 2K: FTSE/JSE FIXED INCOME INDICES MULTI-USE

<u>Instructions:</u> 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 2K and may only use such Indices Products in the corresponding data use category identified herein

INDICES PRODUCTS	Licence Commencement Date	Licence Termination Date
FTSE/JSE Reports Licence - Use of Fixed Income Indices Data by a licenced DEU Customer		
OR		
FTSE/JSE Reports Licence - Use of Fixed Income Indices Valuations data only		
FTSE/JSE Composite Licence		

#### 1. DATA USE TERMS AND CONDITIONS

These Use Terms apply to the use and distribution of Data sourced from Live Data; and/or Intraday Data; and/or Delayed Data and/or EOD Data in any manner as described in the **FTSE/JSE Indices Multi-Use policy**.

## 2. ACCESS, USE AND DISSEMINATION

The Customer and each Customer Affiliate shall only be entitled to use the Data in accordance with the FTSE/JSE Indices Multi-Use policy, as set out in the Indices Market Data Policies.

#### 3. CUSTOMER REPORTING

- 3.1 The Customer shall ensure that Customer Reporting in respect of the number of Composite Indices is submitted by the Customer to enable the JSE to calculate the relevant Consideration payable.
- 3.2 In addition, the JSE reserves the right to request additional information in this regard.

Section 3: Technology Schedule Date:

SECTION 3:	TECHNOLOGY
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<u>Instructions:</u> 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						
Intranet (Website)						
Internet/Extranet (Website)						
Public Display						
Mobile Device						
Short Message System ("SMS")						
Phone in service						
Television						
Data feed / API						
Webhosting						
Non-Display Application						
Print Media						
Other Technology (specify and explain)						

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

Section 4: Specified Business Uses Schedule Date:

# **SECTION 4: SPECIFIED BUSINESS USES**

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

C	CATEGORIES OF USE		Product	<b>ner Products</b> Please provide details of each Customer (including branded product names) for which Data in tegory is used.
LIVE DATA	☐ Indices data			
INTRADAY	☐ Indices Snapshot data			
EOD DATA	☐ Valuations			
EOD DATA	<ul><li></li></ul>			
NON-	☐ Internal			
DISPLAY	☐ External			
PROV	ISION OF DATA TO THIRD PARTIES	No	Yes	If yes, provide <b>full details</b> of the purpose for which the Data will be used by such third parties and the corresponding Technology in relation to such use.
Customer Affilia any other perso	e provided to third parties (i.e. a te, Clients, Service Facilitators or n) for any purpose, including the osite or product development?			
	OTHER USES	No	Yes	If yes, provide full details.
	ner use the Data to create any than those referred toabove)?			
	tribute the underlying information FTSE/JSE Africa Index Series			If yes, provide <b>full details</b> .
Will the User r	make use of the information to dices?			If yes, provide <b>full details</b> .
	ner use the Data to create any If so, provide details.			
information above	g or taking away from the general ve, will the Customer use the Data luct which will benchmark/track a k?			
Please provide Internal Usage.	details of the Customer's use of	the D	Data for	<ul> <li>☐ Trading</li> <li>☐ System Development</li> <li>☐ System Operating</li> <li>☐ Data Quality Assurance</li> <li>☐ Helpdesk Service</li> <li>☐ Other, please specify:</li> </ul>
	<ul> <li>a detailed description of the es particularly related to the use of t t out above).</li> </ul>			

Section 5: Service Facilitator Schedule Date:

# **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	
Company Name Registration number	
· ·	
Registration number  Address from which Service Facilitator	
Registration number  Address from which Service Facilitator operates	
Registration number  Address from which Service Facilitator operates  Telephone Number:	

## 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 Senior Operations Manager Client Services on

the Manager during normal business +27 11 520 7420 or General Manager Client Services on

hours +27 11 520 7350

Section 6: SLA Schedule Date:

#### 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

## **INTRADAY INDICES SERVICE**

Intraday TRI Market Snapshot Product 15h15