



Historical Data License Agreement

Subscriber	
For EU subscribers, VAT number (if applicable)	

1. Contact details

First Name	
Last Name	
Designation / Role	
Postal Address	
Town / City	
Postal Code	
Region / State / County	
Country	
Telephone	
Email	

2. Billing contact details

First Name	
Last Name	
Designation / Role	
Postal Address	
Town / City	
Postal Code	
Region / State / County	
Country	
Telephone	
Email	

Dated on [day/month/year]

Between:

The Historical Data License Agreement (hereinunder – this Agreement) dated [x] (the “Effective Date”) is made by and between:

(1) The European Money Markets Institute (hereinunder – EMMI), an international not-profit Association (Identification number 1768/99) with its address at 56, Ave des Arts, 1000 Brussels
And

(2) [x], a company incorporated under the laws of [x] whose registered office is located at [x], [include other relevant ID data such as national company number], with its address at [x] (hereinunder – the Licensee) OR, a natural person with the [x] nationality, born at [x], on [x], whose registered address office is located at [x].

Subject to the terms and conditions set forth in this Agreement, EMMI agrees to provide the Licensee with the Historical Data indicated in the Schedule A of this Agreement. The Licensee agrees to pay to EMMI the fee set forth in this Agreement. The Licensee also acknowledges and agrees to all terms and conditions set forth herein and as further described below.

1. Definitions

- 1.1 “Agreement” means this Agreement, including the Schedules.
- 1.2 “Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 “Historical Data” is the data that is provided by EMMI to Licensee under this Agreement as described in the order forms.
- 1.4 “User” means each individual that has access to the Historical Data under this Agreement. If the Licensee is an entity, all its employees have a right to access the Historical Data.

2. Rights and obligations of the Parties

- 2.1 Licensee may purchase the Historical Data for the following benchmarks and the following tenors by sending an order form to EMMI specifying the requested time period per tenor ((Schedule A):

Euribor 1 Week
Euribor 1 Month
Euribor 3 Months
Euribor 6 Months
Euribor 12 Months
Eonia

The Fee for each order of the Historical Data is 2100 EUR per tenor excluding all applicable taxes (regardless of the requested time period)

- 2.2 In consideration for being provided with the Historical Data and the license under the clause 3 of this Agreement, the Licensee agrees to pay EMMI the applicable Fee for the purchase of the Historical Data pursuant to clause 2.2 of this Agreement.
- 2.3 EMMI shall provide to the Licensee the requested Historical Data promptly after the receipt of the fee on EMMI's bank account indicated in the invoice. EMMI will deliver an electronic copy of the Historical Data to the Licensee via email. EMMI reserves the right to use a different method for delivering the Historical Data with prior notice to the Licensee.
- 2.4 The Licensee acknowledges and accepts that it (and its Affiliates indicated in the Schedule B) shall be solely responsible for any and all costs or expenses associated with the access to the Historical Data and the use of it.

3. License for Use of the Historical Data

- 3.1 EMMI hereby grants the Licensee and the Licensee's Affiliates listed in Schedule B a non-exclusive, non-transferable, worldwide license to use the Historical Data for enterprise and internal purposes only.
- 3.2 The Licensee shall be responsible for its Affiliates' compliance with all terms of this Agreement. The Licensee shall promptly inform EMMI about any changes in the list of Affiliates indicated Schedule B.
- 3.3 The Licensee acknowledges and agrees that all rights to the Historical Data remain entirely the property of EMMI, and that no proprietary rights in the Historical data are being transferred to the Licensee by this Agreement.
- 3.4 The Licensee agrees that the continuation of the license for the usage of the Historical Data, as described herein, requires the Licensee to comply at all times with the terms and conditions regarding the use of the Historical Data set forth in this agreement..
- 3.5 The Licensee agrees that it shall not, and shall procure that each User shall not, do any of the following in respect to the Historical Data it is subscribed to:
 - a) communicate, distribute, circulate or publish the Historical Data other than to its Users, its Affiliates listed in Schedule B and the Affiliates' Users;
 - b) commercially exploit the Historical Data in any form or by any method;
 - c) provide access to the Historical Data to any third party who is not an Affiliate listed in Schedule B or a User under this Agreement;
 - d) use the Historical Data as an underlying benchmark in any financial instrument;
 - e) commercially exploit, communicate, distribute, circulate or publish to third parties any data that is derived from the Historical Data (including but not limited to index and benchmark creation) without signing first EMMI Derived Data License Agreement.

4. WARRANTIES AND INDEMNITY

4.1 Representations

EMMI represents that it has authority to provide the Licensee with the Historical Data for use by the Licensee in a manner consistent with terms and conditions of this Agreement.

4.2 Warranty

The Licensee warrants that:

- (a) the Licensee will comply with any applicable laws concerning the performance of

- this Agreement;
- (b) neither the Licensee nor any of its Affiliates or any director, officer, employee, agent, or representative of the Licensee or any of its Affiliates, is an individual or entity that is, or is owned or controlled by a person that is: (a) the subject of any Sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant Sanctions authority (collectively, "Sanctions"), nor (b) located, organized or domiciled in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria).

4.3 Indemnity by the Licensee

The Licensee will indemnify EMMI, EMMI Personnel and EMMI Contributors (EMMI Indemnified Parties) against any and all losses, expenses and liability suffered by EMMI Indemnified Parties to the extent it arises directly or indirectly from:

- a) any breach by the Licensee of the terms of this Agreement;
- b) any willful, unlawful or negligent act or omission of the Licensee; or
- c) any unauthorised use by the Licensee, its Affiliates or Users of the Historical Data.

5. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EMMI IS NOT LIABLE FOR (I) THE INACCURACY OR OMISSIONS OF THE HISTORICAL DATA AND (II) ANY DAMAGES SUFFERED BY A LICENSEE OR ANY OTHER PERSON, ARISING FROM THE USE OF OR RELIANCE ON THE INFORMATION CONTAINED IN THE HISTORICAL DATA (III) ANY DAMAGE TO LICENSEE'S ELECTRONIC COMMUNICATION SYSTEMS THAT MAY RESULT FROM THE DELIVERY OF THE HISTORICAL DATA, INCLUDED, BUT NOT LIMITED TO, DAMAGE ARISING FROM ANY SOURCE CAUSED BY COMPUTER VIRUSES, "PHISHING", DENIAL OF SERVICE ATTACKS OR UNAUTHORIZED ACCESS TO THE LICENSEE'S SYSTEMS.

6. Governing law and jurisdiction

This agreement will be construed in accordance with and governed by Belgian law. The parties submit to the exclusive jurisdiction of the Brussels commercial courts.

7. Miscellaneous

- 7.1 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions or provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.
- 7.2 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 7.3 This Agreement contains the entire agreement of the parties concerning the use of Historical Data and may not be varied, amended or supplemented except by written agreement of the parties.
- 7.4 The limitations of liability and Licensee's obligations with respect to the use of the Historical Data,

including indemnity obligation, are ongoing obligations and shall survive the termination of this agreement.

- 7.5 This Agreement shall not be assigned to any other person or entity without the express written permission of EMMI, which may be withheld for any reason. Any such unauthorized assignment shall be null and void.

The Licensee

The European Money Markets Institute

By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

PLEASE SEND US YOUR SIGNED SUBSCRIPTION AGREEMENT BY SCANNING AND SENDING AN EMAIL TO subscriptions@emmi-benchmarks.eu

Schedule A – Historical Data Order Form

Benchmark	Data Tenor	Time Period	Fee (excluding all applicable taxes)
			€ 2,100
Total			

SAMPLE

Schedule B – Affiliates

SAMPLE