GENERAL TERMS AND CONDITIONS

1. Service

1.1 Datastream grants the Client a non-exclusive, non-transferable limited license to use the Service at and to access the information (the "Data") stored on the several databases (the "Databases") owned or subscribed to by Datastream UK, from each of the departments (the "Department") within the territory (the "Territory") as both are detailed in Schedule A unless otherwise specified in that schedule or any addendum thereto.

1.2 The Client shall use the Service and the Data within the Territory solely for the internal purposes of the principal business carried on by the Department of the Client specified in Schedule A ("Permitted Use"). Datastream shall have the right to terminate this Agreement as a whole or any particular part or service in the event the principal business carried on by the Department of the Client changes to an extent to which Datastream would not have supplied the Service as at the Effective Date.

1.3 Permitted Use is restricted to the access and use of the Data downloaded for performance by the Client of internal research and analysis by the Client's own employees including the preparation of hard-copy research documents and reports. Such research documents and reports may only incorporate insubstantial amounts of Data from the Service as an incidental part of such research documents or reports.

1.4 The Client is expressly prohibited from any other use or redistribution other than as specified in this Agreement and is expressly prohibited from allowing any Customer (defined in Section 9) of the Client or any affiliate or third party to access and/or use the Service unless the Service is delivered to the Customer in accordance with Section 9 below.

1.5 Use and/or redistribution in any manner other than as specified above requires the express prior written consent of Datastream, which consent shall be subject to acceptance by 2.4 the Client of such conditions and additional charges as Datastream shall specify.

1.6 Subject to the foregoing and to any schedule or addendum attached hereto, the Client shall not reproduce or redistribute the Data from the Service in machine-readable form nor store, download, sell or deal with the Service or the Data in any manner or for any other purpose unless Datastream has given its express prior written consent to the same. The Client shall not, without the prior written consent of Datastream or unless otherwise expressly permitted in any schedule or addendum, communicate the Data to, or permit the reproduction of the same by any broadcasting authority or any federal, state or local newspaper, magazine, periodical or other section of the press or permit the same to be loaded onto any computer, data or word-processing equipment in such a manner as to be available in machine-readable form or electronically to any person other than the Client.

1.7 The Client shall be liable, notwithstanding any other remedies Datastream may have against the Client (including termination of this Agreement) to indemnify Datastream for any loss Datastream suffers and/or to reimburse Datastream for the gain the Client obtains in contravention of this Section.

1.8 The Client's own information stored in the Databases is excluded from the term "Data" and "Databases" and is defined separately as "Client's Data".

1.9 Datastream reserves the right (a) to amend any program or facility included in the Service, the Data

or the Databases, provided that such amendment will not diminish the Service substantially, and (b) to interrupt access to the Service temporarily for emergency and regular maintenance.

1.10 The Client may request additional Service(s) by submitting to Datastream for acceptance a new Schedule A.

1.11 Datastream shall use reasonable efforts to make the Service available, Monday to Friday 24 hours per day and Saturdays until 1 pm Client's local US time during the term of this Agreement.

2. Software

2.1 Datastream grants the Client a non-exclusive, non-transferable limited license (the "License") to use the applications software associated with the Applications Access Service specified in Schedule A (the "Applications Software") in order to access the Service from the Equipment (defined in Section 5) at the Department unless otherwise specified in Schedule A or any addendum to Schedule A. The Applications Software and any specific Service software are referred to collectively as the "Software".

2.2 This License commences on the Effective Date (defined in Section 3) and continues until the Client returns the Software to Datastream or, where applicable, terminates the Service, or until the Agreement terminates or expires, whichever occurs first. This License may be terminated by Datastream in accordance with sub-section 3.3 if the Client breaches any provision of this License or Agreement. Upon expiration or termination of this License, the Client shall cease to have any rights whatsoever to use the Software. Termination of this License shall not relieve the Client of its other obligations under the Agreement.

2.3 The Client may copy the Applications Software in a machine-readable form for use only at the Department unless otherwise specified in Schedule A or any addendum to Schedule A. The Client shall include all copyright or other proprietary notices appearing in or on the Software.

2.4 Datastream warrants that the Software will conform, in all material respects, to the specifications provided in writing to the Client. Datastream does not warrant that the Software will operate on the Equipment or is compatible with the Equipment's operating system software or any other software with which the Client may seek to use the Software.

2.5 This License governs the use of any revisions to the Software. On receipt of such a revision the Client shall return to Datastream all copies of the earlier version, in any form, or shall certify to Datastream in writing that it has destroyed the earlier version, retaining no copies. The Client's failure to implement such revisions voids the warranty specified in subsection 2.4 above.

3. Term and Termination

3.1 This Agreement commences on (a) the date upon which the Software is installed on the Equipment, (b) the date upon which the Service is first accessed or W one (1) month following the date upon which the Client signs this Agreement whichever occurs first (the "Effective Date"), and continues until the first day of the month immediately following the first anniversary of the Effective Date. This Agreement shall apply to any additional service added under Section 1 effective upon the date Datastream accepts the Client's request to add such service to the Service.

3.2 The initial term specified in sub-section 3.1 above shall renew automatically for periods of one (1) year unless terminated in accordance with the terms of this Agreement. The date upon which the initial

and each subsequent term renews shall be called the "Renewal Date". The Client may terminate this Agreement on each Renewal Date by giving at least (60) days prior written notice expiring on the Renewal Date or at any time by giving Datastream six (6) months prior written notice.

3.3 Datastream may terminate the Service:

(a) at any time without liability or refund in the event that:

(1) the Client breaches this Agreement and fails to remedy the breach within thirty (30) days of having received written notice from Datastream requiring it so to do;

(2) the Client shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against the Client and the petition is not controverted within ten (10) days or is not dismissed within sixty (60) days, after the commencement of the case; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of the Client or the Client commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Client or there is commenced against the Client any such proceeding which remains undismissed for a period of sixty (60) days, or the Client is adjudicated insolvent or bankrupt; or any relief or any order approving any such case or proceeding is entered; or the Client suffers the appointment of any custodian or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or the Client makes a general assignment for the benefit of creditors; or any corporate action is taken by the Client for the purpose of effecting any of the foregoing; or

(b) upon thirty (30) days' notice, in which event Datastream shall prorate and refund the Charges, but shall not be liable for any losses or damages arising out of such termination.

3.4 Immediately upon termination of this Agreement for whatever reason, the Client shall hold all equipment, Software and documentation supplied by Datastream available for collection by Datastream or its agents, who are hereby authorized to retake possession of the same without notice during normal business hours at any of the Client's Departments or Sites (as defined in any schedule or addendum to this Agreement) or any other location at which the same may be.

3.5 Within fourteen (14) days after the date of expiration or termination of this Agreement for whatever reason, the Client shall purge all Data in computer-readable form from its Equipment, disks and/or tapes or permit Datastream personnel to purge the Data as the case may be unless the Client has obtained Datastream's prior written authorization to retain one copy for information only and upon such other conditions as Datastream may impose.

3.6 Termination of this Agreement shall not affect the obligations of the Client in Sections 3, 6, 7 and 8 of this Agreement.

4. Charges

4.1 The Client shall pay to Datastream the charges set forth in Schedule B (the "Charges") upon receipt of invoice, which invoice shall be sent quarterly in advance. Datastream shall prorate Charges for any additional Service added under Section 1. The Client shall pay all Charges arising out of use of the

Service and all federal, state and local taxes arising out of this Agreement, exclusive of taxes based on Datastream's income.

4.2 Datastream may increase the Charges at any time by giving at least ninety (90) days prior written notice.

4.3 Datastream reserves the right to charge interest on late payments at the maximum rate allowed under applicable state law.

5. Equipment

The Client shall obtain, at its expense, terminal equipment, communication services, and all electrical and other facilities, specified or approved by Datastream, to use the Service (the "Equipment"). Such specification or approval constitute neither an endorsement of the Equipment nor a warranty that the Equipment will function to the satisfaction of the Client.

6. Warranties, Limitations of Liability, and Indemnification

6.1Except for the express warranties set forth in this Agreement, Datastream MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. Datastream does not warrant the accuracy, quality, timeliness, or completeness of the Data and undertakes no liability for libel. The Client acknowledges that it has inspected the Service, Software, and Data in operation and accepts the same AS IS.

6.2 The Client shall bear sole responsibility for any opinions, recommendations, analyses, judgements, comments, or forecasts which it makes through use of the Service. The Client acknowledges that the Service consist solely of providing the Data in response to the Client's inquiries and is not to be relied upon in substitution for the exercise of judgment by the Client. The Client further acknowledges that every business decision, to some degree or another, represents the assumption of a risk, and that Datastream, in allowing the Client to use the Service, does not and cannot underwrite the Client's risk in any manner whatsoever. The Client accepts the limitation on its remedies set forth herein, regardless of whether those limited remedies may in fact fail of their essential purpose, and the Client accepts this risk.

6.3 Neither Datastream nor Datastream UK shall be liable for any loss or damage claimed to have resulted from the use of the Service, Software or Data, regardless of the form of action, except for direct loss or damage resulting from Datastream's gross negligence and except as provided in Section 8. In no event shall Datastream or Datastream UK be liable for (a) any lost profits or punitive, special, indirect, incidental, or consequential damages, (b) any claim that arose more than one (1) year prior to the commencement of suit therefor, or (c) any default or claim arising from Force Majeure or causes beyond Datastream International's or Datastream UK's reasonable control.

6.4 The Client's exclusive remedy and Datastream's and Datastream UK's entire liability for any and all causes, other than causes arising out of or in connection with the Software (which remedy is specified in the last sentence to this subsection) or other than for an infringement action as provided in Section 8, shall in the aggregate not exceed the quarterly Charges for the Department in the quarter in which such cause is alleged to have arisen. The Client covenants and agrees that it will not sue Datastream or Datastream UK for an amount greater than such sum. The Client's exclusive remedy and Datastream's and Datastream UK's entire liability for causes arising out of or in connection with the Software shall be

to replace the Software, provided that the Client returns the defective Software to Datastream within ninety (90) days of receipt.

This Section sets forth the entire warranty by and liability of Datastream and Datastream UK and the exclusive remedy of the Client against Datastream or Datastream UK in respect of use of the Service, the Data and the Software and shall survive termination or expiration of this Agreement.

7. Protection of Confidential or Proprietary Programs and Information

7.1 The Client agrees to use the Service (unless otherwise specified in Schedule A or any addendum to Schedule A), the Software and Data solely for its internal use in the Department as specified in Section 1 above.

7.2 The Client assumes sole responsibility for all uses of the Service, Software, Data, and the Client's Data and any part thereof and indemnifies and holds Datastream harmless from any liability or claim arising from or related to such uses.

7.3 The Client acknowledges that the Data, Databases and Software constitute copyrighted, trade secret, or proprietary information of substantial value to Datastream, to Datastream UK or such other person or organization supplying information to the Databases ("Third Parties"). Such Data, Databases and Software are referred to collectively as "Proprietary Information".

7.4 The Client further acknowledges that the Proprietary information has been developed, selected and arranged by Datastream, Datastream UK or Third Parties through the application of methods and standards of judgment involving the expenditure of considerable work, time and money. The Client agrees that it shall treat all Proprietary Information as confidential and shall not divulge, nor permit its employees or agents to divulge, any Proprietary Information to any person or organization. Without limiting the foregoing, the Client agrees for itself and its employees and agents to honor Datastream's reasonable requests to protect the rights of Datastream, Datastream UK or Third Parties in the Proprietary Information at common law, as a trade secret, under the federal copyright statute or other federal and state statutes. The Client shall advise its employees and agents of their obligations hereunder. This Section shall survive termination or expiration of this Agreement.

8. Copyrights, Patents, and Proprietary Rights

8.1 The Client shall reproduce the copyright logo which appears on the Data accessed from the Service or, if omitted, add to all printouts of the Data the following clause:

" © Datastream International Limited ALL RIGHTS RESERVED" followed by the year of publication. The Client acknowledges that the copyrights, trademarks, trade names, patents, and other intellectual property rights residing in the Service, Software, Data and Databases, and all information and documentation relating thereto, are the property of Datastream, Datastream UK or Third Parties and that any use or copying not specifically licensed herein willfully infringes Datastream's, Datastream UK's or Third Parties' rights, including its copyright. The Client shall neither dispute such ownership nor violate Datastream's, Datastream UK's or Third Parties' rights in such copyrights, trademarks, trade names, patents, or other intellectual property rights.

8.2 If any action is instituted against the Client based upon a claim that its use of Datastream UK's own Data or Datastream's or Datastream UK's compilation of Third Party Data constitutes a direct

infringement of any United States or United Kingdom copyright, patent or other proprietary right, Datastream shall defend such action at its expense and shall pay all costs and damages attributed to such claim and finally awarded against the Client, provided that the Client promptly notifies Datastream of such action and gives Datastream the sole authority and all information and assistance necessary (at Datastream's expense) to defend or settle said action. In the event any such action is instituted and the Client fails to so notify Datastream and/or request that Datastream defend said action, Datastream shall have the right to defend said action and the Client shall, at Datastream's sole option, give Datastream or Datastream UK the sole authority and all information and assistance necessary (at Datastream's expense) to defend or settle such actions.

8.3 If such claim has occurred, or in Datastream's opinion is likely to occur, Datastream may elect at its expense either to obtain for the Client the right to continue using the disputed Data or replace or modify the same so that it becomes non-infringing. If neither of these alternatives is reasonably available, the Client shall discontinue use of said Data. Datastream shall endeavor to extend to the Client the protection of any warranty, indemnity, or contractual obligation from Third Parties with respect to Third Party Data.

8.4 Neither Datastream nor Datastream UK shall have any liability for any infringement action or claim arising out of unauthorized access and/or use of the Service by the Client, its employees or agents or Customers or for any costs or expenses incurred without Datastream's written authorization.

8.5 This Section sets forth the entire warranty by and liability of Datastream and Datastream UK and the exclusive remedy of the Client against Datastream or Datastream UK for copyright, patent, or other proprietary right infringement and shall survive termination or expiration of this Agreement.

9. Delivery of the Service to the Customer of the Client

9.1 The Client, by checking the appropriate box on Schedule A, directs Datastream to deliver the Service direct to the customer of the Client designated in Schedule C (the "Customer"). Datastream agrees that the Client may purchase the Service for the Customer provided that the Customer agrees to be bound by certain provisions of this Agreement by executing an undertaking in the form specified in Schedule C. Datastream shall deliver the Service direct to the Customer unless (a) this Agreement terminates or expires, (b) the Client instructs Datastream in writing to terminate delivery of the Service to the Customer, or (c) the Customer engages in any activity or does anything which would entitle Datastream to terminate this Agreement as if the Service was being delivered to the Client.

9.2 The parties acknowledge that the Customer is a customer of the Client and not of Datastream and that Datastream will look only to the Client, and not to the Customer, for payment of the Charges and for the Customer's performance of its undertakings. The Client indemnifies and holds Datastream harmless fully to the extent provided in this Agreement as if the Service was being delivered to the Client, and not to the Customer, and as if for purposes of this Agreement the term "Client" included the term "Customer". Nothing in this Section shall limit or affect any other rights which Datastream may have with respect to the Client or the Customer.

10. General

10.1 The Client shall not assign its rights or grant a sublicense under this Agreement or the License without Datastream's prior written consent. Assignments or grants not consented to are void. This Agreement may not be amended and no waiver of any provision thereof shall be binding except as set forth in writing which expressly refers to this Agreement and is signed by an authorized representative of

each party.

10.2 Notices required hereunder shall be in writing and shall be deemed given when served (a) on the same day, if delivered to the other party in person, (b) within three (3) business days when deposited in the mail, postage prepaid, or (c) on the first working day following the sending by facsimile PROVIDED in each case, the Notice is properly addressed to the parties set forth on the face of this Agreement, or sent to such other address, facsimile number or person as the parties may designate in writing.

10.3 This Agreement shall be governed by the laws of the State of New York. Any suit brought by a party hereto against the other party, regarding this Agreement or its subject matter, shall be brought in the state or federal court situated in the County of New York, State of New York. In any such action the parties hereby waive any right to allege lack of personal jurisdiction, improper venue, or inconvenient forum.

10.4 This Agreement constitutes the complete and exclusive statement of the agreement between Datastream and the Client with respect to the subject matter hereof, superseding all preceding negotiation, representations, and agreements between the parties. Where any provision of the schedules or addenda to the schedules conflicts with the provision of this Agreement the schedule or addendum shall control.

10.5 Headings used in this Agreement are for reference only and shall not be deemed a part of this Agreement.

10.6 In the event that part of this Agreement is held to be invalid, unlawful or unenforceable, that part shall be severed from the remainder of this Agreement which shall continue in full force and effect.

10.7 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the Effective Date.

Requested by:
the Client
Name:
Title:
Agreed to and accepted *by:*
Datastream
Title

*PLEASE COMPLETE /N BLOCK CAPITALS

Schedule to the Datastream Service Agreement

Number: ...
Dated:

Client Name: ... (the "Principal Agreement")

SPECIAL TERMS AND CONDITIONS RELATING TO:

DOW JONES & COMPANY, INC ("Dow Jones") data

The indices comprising the Dow Jones World Stock Index and any other Dow Jones indices and any constituents thereof originating from and any data types calculated by Dow Jones & Company, Inc. (together referred to as the "Dow Jones Data") are and may from time to time be made available to the Client under the terms and conditions of the Agreement as part of the Service (as defined in the Principal Agreement).

1.The following provisions are incorporated as the Special Terms and Conditions to the Principal Agreement at the specific request of Dow Jones:

Dow Jones, its affiliates, employees, officers and agents, shall not be liable to any of Datastream's Clients for any loss or damage, direct or indirect, resulting from delays or interruptions of delivery of, or errors or omissions in the Dow Jones Data. DOW JONES AND ITS AFFILIATES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CORRECTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DOW JONES DATA. IN NO EVENT WILL DOW JONES BE LIABLE TO DATASTREAM'S CLIENTS OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY IN RELIANCE UPON, OR FOR ANY ERRORS OR OMISSIONS IN, THE DOW JONES DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the liability of Dow Jones arising out of any legal claim (whether in contract, tort or otherwise) in any way connected to the Dow Jones Data exceed the Fees and Charges payable by Datastream's Client for the Dow Jones Data during the twelve (12) months prior to the incident giving rise to such claim.

2.The Client acknowledges and agrees to the disclaimer of liability and warranties by Dow Jones as specified in paragraph I above and the Client further agrees that strict compliance with the provisions contained herein, in the Principal Agreement and any schedule attached or adopted thereto, is and shall be a condition precedent to its right to receive the Dow Jones Data, and that Datastream may, with or without notice, forthwith discontinue the access to the Dow Jones Data without any liability whatsoever, if in its judgement, there shall have been any breach of the terms and conditions of the Principal Agreement or any schedule attached thereto by the Client or whenever it shall be directed so to do by Dow Jones.

Signed by:
for and behalf of **the Client**

Name:
Position:
Date:

Signed by:

for and on behalf of **Datastream**

Position:
Date:

Datastream Icon Service
Financial and Commodity Futures Service
Institutional Valuations Service
Options Service
Chicago Board of Trade - Delayed Quotations

The above Services, one or more of which are subscribed to by Client in accordance with the terms of the Principal Agreement incorporates data such as bids, asks and market prices of a commodity or option traded on the Board of Trade of the City of Chicago (the "CBOT") (the "Quotations").

In consideration for the receipt of such Quotations, furnished to Client by Datastream at the address below, Client agrees to the following Special Terms and Conditions.

Academic research

I. Nature of Client's Business

II. Address of Client's Business

Principal:
Branch:

Type of CBOT Quotations

1. Client warrants that Client's business (the "Business") is as specified above and Client undertakes forthwith to give Datastream notice of any change in the nature or place of such Business. Client is not engaged in the business of re-distributing stock bond or commodity quotations in any format, electronic or otherwise.

2. Client agrees and acknowledges that the Quotations are and do constitute valuable property rights of the CBOT, not within the public domain, and that, but for this schedule Client has no rights with respect thereto.

3. Client agrees that the Quotations received by it are only for its private and individual use at the office or place of Business specified above and that the Quotations shall be used only in the nature of business specified above.

4. Client undertakes:

(a) not to communicate or otherwise give, or permit the communication or otherwise furnish the Quotations, in any format, to any news distributing company, or telegraph company, or other person or corporation, nor to any other **place than** the Business address specified above;

(b) that, other than as permitted in terms of sub-clause (c) below, the office or place of Business specified

above shall not be connected by any private telegraph or telephone wire, or other wire connection, or other means of communication with the office or place of business of any person, firm or corporation engaged in the business of making contracts, agreements, trades or transactions, relating to the purchase and sale of stocks, bonds or other securities or commodities, or with any place where such business is conducted, unless the CBOT and Datastream shall have been notified of such connection and shall have approved the same;

(c) not to allow any person or corporation whatsoever, to take, directly or indirectly, any of the Quotations from the said Business address or to make a wire or other connection with the instruments or wires at the said address over which such person or corporation is able to receive the Quotations; PROVIDED HOWEVER Client may furnish the Quotations to any of its branch offices or customers provided that:

(i) in the case of branch offices, such branch office shall first have been advised to and approved by Datastream, whose approval shall be conditional upon approval by CBOT, and Client shall have paid the additional charges relating thereto;

(d) to comply with any requirements which may be laid down from time to time by the CBOT or Datastream relating to the location at the said Business address of any blackboards, tickers, telephones and instrumentalities;

(e) to adopt and enforce, with respect to persons entering the above Business address, any regulation which the CBOT or Datastream may deem it advisable to prescribe in order to prevent any Quotations from being improperly taken from the said Business address;

(f) not to attach or cause or permit to be attached to, or use or cause or permit to be used in connection with the wires, apparatus or equipment by which the Quotations are transmitted, any device or apparatus not supplied or approved by Datastream in terms of the Principle Agreement of which this schedule forms part.

5. Client agrees that at any and all times any person or persons designated by the CBOT or Datastream shall have access to the office or place of Business above specified and shall have the right to observe the use made of Quotations, and to examine and inspect all instruments and apparatus used in connection with the said Service in the said office or place of Business.

6. Client further agrees that strict compliance with provisions contained herein is and shall be a condition precedent to its right to receive the Quotations, and that Datastream may, with or without notice, forthwith discontinue the said Service without any liability whatsoever, if in its judgment, there shall have been any breach of the foregoing terms, conditions or agreements, or any of them, by Client or whenever it shall be directed so to do by the CBOT.

7. Client agrees that neither Datastream nor the CBOT nor any of their directors, officers, members, employees, agents or assigns shall be liable for the accuracy or completeness of the Quotations or other information furnished in accordance with this schedule nor for any delays, inaccuracies, errors or omissions in the Quotations or the Service, or for any damages arising therefrom or occasioned thereby and whether or not resulting from negligence.

8. Client agrees to pay the fees and charges specified in Schedule A to the Principal Agreement as the same may be amended or adjusted from time to time.

9. This schedule shall be effective as of the date of execution hereof by Datastream, which shall be subject to the consent of the CBOT and shall continue for so long as:

(a) Client continues to pay the applicable fees and charges from time to time owing; and

(b) the Principal Agreement of which this schedule forms part remains in force;

(c) Client is not in breach of any of the terms or conditions specified herein, in the Principal Agreement, any schedule thereto or specified by the CBOT.

10. Client agrees that the furnishing of the Quotations herein applied for is conditioned upon a strict compliance on its part with the provisions set forth herein, and that Datastream may, with or without notice, forthwith discontinue said service whenever directed to do so by the CBOT, or whenever in its judgment there shall have been any breach by Client of the provisions of this Agreement. Client agrees that neither the CBOT nor Datastream, their directors, officers or employees, shall be liable to Client or any other person, firm or corporation whatsoever for any discontinuance of service.

11. Client agrees that neither the CBOT nor Datastream their directors, officers or employees, guarantee the sequence, accuracy or completeness of the Quotations, market information or other information furnished. Client further agrees that neither the CBOT nor Datastream, their directors, officers, or employees, shall be liable to Client or any other person, firm or corporation whatsoever for any delay, inaccuracies, editors or omissions in said Quotations or in the transmission thereof, or for any damage arising therefrom or occasioned thereby, whether or not resulting from negligence on their part; nor, if the forgoing disclaimer and waiver of liability should be deemed invalid or ineffective, shall the CBOT or Datastream, their Directors, officers, or employees be liable in any event, including their own negligence, beyond the actual amount of loss or damage, or the sum of fifty dollars ($50.00), whichever is less. Neither the CBOT nor Datastream, their directors, officers or employees, shall be liable for non-performance or interruption of service due to any cause whatsoever, including their own negligence.