General Terms and Conditions of Use

1. **INTRODUCTION: GRANT OF RIGHT TO USE INFORMATION**
Internet Securities, Inc. ("ISI") provides a range of information services ("Services") marketed as the ISI Emerging Markets service. The Subscriber named in this Agreement subscribes to one or more Services as indicated on page one of the Subscription Agreement. The Subscriber may use information retrieved from and/or information delivered by the Services for internal research purposes in the course of the Subscriber's ordinary business. The Subscriber may not sell, resell, or otherwise make such information available in any manner, or on any media, to any third party, unless the Subscriber has been granted prior written consent by ISI. The Subscriber agrees to limit access to and use of the Services to the "Users" set forth in the Subscription agreement. The Subscriber acknowledges that the Services contain confidential and proprietary information, that ISI and its data providers own all right, title and interest in and to the Services and all intellectual property rights therein, and no rights are granted to the Subscriber except the limited use rights described in this paragraph. The sharing of passwords with the prior written consent of ISI is strictly prohibited. The Subscriber also agrees not to "abuse" the download of data from the service. "Abuse" is defined as downloading of data from the service using robot, spider or any other similar applications, which downloads data automatically. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

2. **AVAILABILITY AND ACCURACY OF INFORMATION**
ISI reserves the right to change the content, presentation, Subscriber facilities, or availability of any part of the Services, and make changes to the software used to make the Services available, at its sole discretion. If the information available through the Services is materially reduced, ISI's sole obligation to the Subscriber shall be to refund charges paid in advance on a pro-rata basis according to the extent of the reduction. WHILE ISI AND ITS DATA PROVIDERS ("DPS") HAVE NO REASON TO BELIEVE THAT THERE ARE ANY INACCURACIES OR DEFECTS IN THE INFORMATION COMPRISED WITHIN THE SERVICES, OR IN THE SOFTWARE USED TO MAKE THE SERVICES AVAILABLE, ISI FOR ITSELF AND ON BEHALF OF THE DPS, MAKES NO REPRESENTATION, AND GIVES NO WARRANTY (EXPRESSED OR IMPLIED) WITH REGARD TO THE INFORMATION, OR ANY PART OF THE DATABASES COMPRISING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE FITNESS OF THE INFORMATION OR THE DATABASES, FOR ANY PURPOSE WHATSOEVER.

3. **LIABILITY**
Except as otherwise expressly provided, neither ISI nor the DPS shall be liable for any loss or damage (including consequential or indirect loss or damage which shall include, but shall not be limited to, loss of property or of profit, business revenue or anticipated savings, and loss of, or damage to, data) or for any costs, claims, or demand of any nature, whether asserted against ISI, the DPSs, or against the Subscriber, by any party, arising directly or indirectly out of the use of, access to, or withdrawal of, the Services, the databases comprising the Services, or out of any information or materials comprised therein. ISI and the DPS's respective liability shall be limited to direct loss suffered by the Subscriber, where such loss arises solely from ISI's negligent acts or omissions, or those of its employees in the provision of the Services, the information, provided that (save in the event of death or personal injury resulting therefrom) ISI's and the DPS's total liability shall not exceed a sum equivalent to one month's charges to the Subscriber taken as an average of the sums invoiced over the preceding twelve month period, or, in the event that the Subscriber has been a Subscriber for less than twelve months, the period since the start of the agreement, or $500 whichever shall be the smaller.

4. **PAYMENT TERMS**
All charges, charge rates, and applicable terms of payment shall be as listed in the current price list for the Services, and shall be subject to change by ISI upon giving the Subscriber not less than 30 days prior written notice. All charges and charge rates expressed are exclusive of any taxes, which are, or may be, applicable. Payment is due within 45 days of the date stated on the invoice. The User shall be responsible for:
- Any registration fee, monthly minimum usage charge, prepayment for usage charge, and/or standing charge applicable under this Agreement.
- Any and all additional charges for documents and other Services as listed in any mutually agreed pricing addendum.

5. **TERM**
This Agreement shall be valid for length of time stated as "Contract Term" on page one of this document. The agreement shall automatically renew for an additional period of time equal to that stated as "Contract Term" unless cancellation notification is received by ISI in writing by registered mail from the Subscriber at least 30 days prior to the end of the current term.

This Agreement shall remain in force unless terminated in accordance with the following provisions:
- If the Subscriber is in breach of any of the terms of this Agreement and has failed to remedy the same within 45 days, ISI may forthwith terminate this Agreement without liability to the Subscriber, or without prejudice to its rights in respect of such breach.
- If the Subscriber shall convene a meeting of its creditors, or if the Subscriber shall be unable to pay its debts, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Subscriber, ISI may terminate this Agreement forthwith without liability on its part to the Subscriber.
- ISI may terminate this Agreement at any time upon giving the Subscriber not less than 30 days prior written notice. ISI's only obligation in this event shall be to refund pro-rata charges paid in advance.

6. **ASSIGNMENT**
This Agreement and any rights of access to any Services provided to the Subscriber may not be assigned, licensed, or otherwise transferred by the Subscriber without the prior written consent of ISI.

7. **GOVERNING LAW**
This Agreement shall be governed by and interpreted under the laws of the State of California (without regard to its principle of choice of law). The Subscriber agrees that remedies at law, alone, may be inadequate to remedy breaches of this Agreement and therefore ISI may obtain, at its sole expense, injunctive relief against the Subscriber to prevent or enjoin any violation by such party of this Agreement, it being understood that ISI shall be required to prove any such breach in order to obtain such relief.
8. GENERAL
This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions and all past course of dealing between the Subscriber and ISI relating to the Services, and may only be modified in writing signed by the Subscriber and ISI; provided, however, that if the Subscriber downloads the ISI mobile application used for mobile access to the Services, the End User License Agreement applicable to such application shall continue to apply with respect to such application. In the event any term of this Agreement is held by a court of competent jurisdiction not to be enforceable, the remaining terms shall survive and be enforced to the maximum extent permissible by law. No waiver of any right or obligation contained herein shall be given except in writing signed by the party against whom the waiver is sought to be enforced. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they shall be severed from this Agreement and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

Signatures:

For:  
University of California, San Diego  
Subscribers’ Company Name  
U.S.  
Authorized Signature’s Name  
Date  
Head of Agreements  
Title

For:  
Internet Securities, Inc.  
Manager’s Signature’s Name  
Title

7/22/10  
7/22/2010