

ORDER FORM

This Order Form is subject to the Agreement ("Agreement"), which sets forth the terms and conditions under which Refinitiv provides Client the Services described below.

University of California San Diego
 UC San Diego, 9500 Gilman Dr.#0175R, La Jolla,
 California, 92093-0175, United States

Quote Number	[REDACTED]
Account Number	[REDACTED]
Account Manager	[REDACTED]
Order Form Creator	[REDACTED]
Agreement Type	TRMA / RMA
Agreement Number	RMA_A-00598844_Apr2021
Initial Term (Months)	12
Renewal Term(s) (Months)	12
Client Termination Notification Period (Days)	90
Information Schedule Applicable	Yes
Billing Frequency	[REDACTED]
Date	Dec 1 2021

Client Contracting Entity A-00598844

Billing Address A-00987851	Billing Contacts
9500 Gilman Dr Acquisitions Dept Library 0175a, La Jolla, California 92093-5004, United States	Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Location Accounts

A-00598844

UC San Diego, 9500 Gilman Dr.#0175R, La Jolla, California, 92093-0175, United States

Client may use this section to assign invoicing for this Order Form to a different Billing Account from that specified above. Otherwise, this section should remain blank.

Client should provide, in this section, the alternative Refinitiv Billing Account Number, if they know it, or the Address of the alternate Billing Account, to expedite processing by Refinitiv.

Alternate Billing Address	Billing Contacts
Street: City: State/Province: ZIP/Postal Code: Country:	Account Number:

Total Summary of costs related to this Order Form	
Annual Recurring Additions Total	██████████
Annual Recurring Removals Total	██████████
Once Off Additions Total	██████████

Monthly Recurring Additions				
Location Account: A-00598844				
Product	Service Type	Qty	Net Unit Price	Line Total
ACADEMIC STAFF ADD-ON	IN	30	██████████	██████████
AMR FOR ACADEMIC STAFF - USER LEVEL	IN	30	██████████	██████████
AMR FOR STUDENTS - USER LEVEL	IN	470	██████████	██████████
DATASTREAM ADD-ON WORKSPACE FOR STUDENTS	IN	50	██████████	██████████
WORKSPACE FOR STUDENTS	IN	500	██████████	██████████

Monthly Recurring Additions Total

Monthly Recurring Removals				
Location Account: A-00598844				
Product	Service Type	Qty	Net Unit Price	Line Total
T1.COM IB RESEARCH POOL MOD	IN	8	██████████	██████████
DATASTREAM ACADEMIC PACKAGE	IN	1	██████████	██████████
Monthly Recurring Removals Total				██████████

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Service Type Definitions			
IN	Individual	SW	Solutions Software
ENT	Enterprise	HW	Hardware
RE	Redistribution	ADMIN	Administration Charges
L	Lipper	INST T&M	Installation Charges (Time & Materials)
RC	Related Charges	SCRN	Screening
TRNS	Transaction		

STANDARD TERMS AND CONDITIONS

- Notwithstanding anything to the contrary in the Agreement, any references in the Agreement to (i) **"TR Group"**, **"Thomson Reuters Group"**, **"Reuters Group"** or any other reference to **"Group"** when used in relation to Refinitiv, shall mean Refinitiv, and any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with Refinitiv (including its successors and assigns); and (ii) **"Affiliate"** when used in relation to Refinitiv, shall mean Refinitiv and any entity that, from time to time, directly or indirectly controls, is controlled by or is under common control with Refinitiv (including its successors and assigns). For the purposes of these definitions, **"control"** means 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, and the terms **"controlling"** and **"controlled"** shall be construed accordingly.
- To the extent Client is permitted hereunder or under the Agreement to modify or create Derived Data from the Information, or to Redistribute Information, including Insubstantial Portions of Information in a Non-Systematic manner, Client will use its reasonable efforts to ensure users do not alter or distort the editorial meaning of any news included in Information.
- Client confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.
- This Order Form is binding when countersigned by Client provided that Client has not made any changes to this Order Form. If Client modifies this Order Form this Order Form shall be null and void.
- For monthly recurring Services, this Order Form shall be in effect for the Initial Term, and shall continue thereafter for any Renewal Terms both as set out above. Either party may elect to not renew this Order Form by providing written notice, delivered prior to and not effective before the expiration of the then current term, subject to the Termination Notification Period set out above. Unless otherwise stated elsewhere in this Order Form, the Initial Term shall commence on the later of (a) the first day of the month following the date the Services are first made available by Refinitiv, or (b) the first day of the month following the last signature date by either party below.
- The unit price displayed above is the net billable amount for this Order Form.
- The pricing currency of each Service on this Order Form is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on Client's invoice may vary from one billing period to the next.
- All Service Fees are exclusive of taxes, third party subscription fees, exchange fees, costs and duties.
- Any information, materials or other services provided by third parties (such as stock exchanges and other information providers) provided as an add-on to the Service and/or designated as Related Charges shall, unless otherwise specified in the relevant Order Form, be subject to the usage permissions set out in the relevant Schedule for the underlying Service that such information, materials or other services are provided in conjunction with.

PRODUCT NOTES

Applicable to all services unless otherwise shown.

Product

ACADEMIC STAFF ADD-ON

Academic Staff Add-On to Workspace for Students

- This Service is an add-on to Workspace for Students and permits use of Workspace for Students and any additional Services provided hereunder by Academic Staff Users for purposes of academic research on behalf of or for the primary benefit of Client university and in User's capacity as staff of Client university during an Academic Staff User's term of employment or engagement in a staff-type capacity at Client's academic institution ("Research Purposes"). For clarity, when Academic Staff are using Workspace, for Students the terms in this section shall prevail over any conflicting terms in the Workspace for Students product notes.
- Client will use reasonable best efforts to ensure that the Services provided hereunder are used in accordance with the terms of the Agreement and only for Research Purposes. For clarity, Users are expressly prohibited from using the Services in connection with consulting or other

employment opportunities outside of Client university (even if during a term of User's employment or engagement at Client university).

- Notwithstanding the terms of the Agreement, Users are permitted to store the Information solely for use in connection with discrete projects related to Research Purposes—Client will use reasonable best efforts to ensure that Users delete the Information on completion of the project for which it was used.
- Each User is permitted to download Data Points solely for Research Purposes. "Data Point" shall mean each value returned.
- Each User may access support for the Services via the helpdesk.
- Notwithstanding any functionality within the Service, Client shall not reassign the User IDs under this add-on without Refinitiv's prior written consent. In the event Client reassigns the User IDs without Refinitiv's written consent, Refinitiv reserves its ability to exercise any of its rights and remedies under the Agreement, including, without limitation: (a) to charge Client for additional User(s) at the rates set forth in the Order Form or at the then-current Refinitiv pricing, whichever is greater, which charges shall be pro-rated for the remainder of the then-current term and/or (b) to suspend, upon notice, the Service until Refinitiv is satisfied that the condition is remedied.

Product

AMR FOR ACADEMIC STAFF - USER LEVEL

Aftermarket Research for Academic Staff

- This Service is an add-on to Workspace for Students and permits use of Workspace for Students (provided the User has a current subscription for the Academic Staff Add-On) and Aftermarket Research by Academic Staff Users for purposes of academic research on behalf of or for the primary benefit of Client university and in User's capacity as staff of Client university during an Academic Staff User's term of employment or engagement in a staff-type capacity at Client's academic institution ("Research Purposes"). For clarity, when Academic Staff are using Workspace for Students to access Aftermarket Research, the terms in this section shall prevail over any conflicting terms in the Workspace for Students product notes.
- Client will use best efforts to ensure that the Services provided hereunder are used in accordance with the terms of the Agreement and only for Research Purposes. For clarity, Users are expressly prohibited from using the Services in connection with consulting or other employment opportunities outside of Client university (even if during a term of User's employment or engagement at Client university).
- Notwithstanding the terms of the Agreement, Users are permitted to store the Information solely for use in connection with discrete projects related to Research Purposes. Client will use reasonable efforts to ensure that Users delete the Information on completion of the project for which it was used.
- Client's usage of AMR across all Users will be measured during the period commencing on the first day of the Initial Term until the first anniversary of the billing commencement date and thereafter, during each subsequent twelve-month period, (each such a "Usage Period," and together referred to as the "Usage Periods").
- During each Usage Period, Client's usage of AMR is subject to a cap, represented by the total number of AMR Units subscribed to by Client.
- "AMR Unit" means an AMR download(s) with a collective retail research value of [REDACTED].
- For purposes of clarity the Parties agree to negotiate the AMR at any Renewal Period. If, during any Usage Period, Client's usage of AMR exceeds the then current number of AMR Unit(s) subscribed to in accordance with this Order Form (or, where applicable, as subsequently increased by additional Order Form(s)) (together, the "Annual Limit"), Refinitiv reserves the right to: (i) renegotiate the terms of the Order Form(s) to address the excess use, and/or (ii) upon written notice, suspend the Service. For the avoidance of doubt, any recurring Service Fees shall remain payable during any period of suspension.
- No rollover of unused Annual Limit is permitted.

Product

AMR FOR STUDENTS - USER LEVEL

Aftermarket Research for Students in Academic Institutions

- Use of Aftermarket Research ("AMR") provided hereunder is solely for Academic Purposes and subject to all terms and conditions of Workspace for Students, as well as the following additional terms.

Individual User-Based Limit

- Each User is permitted to view and/or download up to 150 billable pages of AMR per 24 hour period measured from 12am local time (“**Usage Day**”). Each User will be notified within the Service upon reaching 150 billable pages in any given Usage Day and further usage will be suspended for that User until the next Usage Day commences.

Client-Based Limit Across all Users

- In addition to the User-based limits set forth above, Client’s usage of AMR across all Users will be measured during the period commencing on the first day of the Initial Term until the first anniversary of the billing commencement date and thereafter, during each subsequent twelve month period, (each such a “**Usage Period**,” and together referred to as the “**Usage Periods**”).
- During each Usage Period, Client’s usage of AMR is subject to a cap, represented by the total number of AMR Units subscribed to by Client.
- “**AMR Unit**” means an AMR download(s) with a collective retail research value of [REDACTED].
- If, during any Usage Period, Client’s usage of AMR exceeds the then current number of AMR Unit(s) subscribed to in accordance with this Order Form (or, where applicable, as subsequently increased by additional Order Form(s)) (together, the “**Annual Limit**”), Refinitiv reserves the right to: (i) renegotiate the terms of the Order Form(s) to address the excess use, and/or (ii) upon written notice, suspend the Service. For the avoidance of doubt, any recurring Service Fees shall remain payable during any period of suspension.
- For purposes of clarity the Parties agree to negotiate the AMR at any Renewal Period.
- No rollover of unused Annual Limit is permitted.

Product

DATASTREAM ADD-ON WORKSPACE FOR STUDENTS

Datastream add-on Workspace for Students

- Each User is permitted, during the term of this Order Form, to download up to a maximum of 10,000,000 (ten million) Data Points per calendar month. Client acknowledges that this is the maximum allowance permitted with no possible extension. “Data Point” shall mean each value returned.





Product

WORKSPACE FOR STUDENTS

Workspace for Students

- Client will use best efforts to ensure that the Services provided hereunder are used in accordance with the terms of the Agreement and only for academic purposes during a User’s term of academic study at Client’s academic institution (“**Academic Purposes**”). For clarity: (a) Users are expressly prohibited from using the Services in connection with internships or other employment opportunities (even if during a term of academic study) and (b) the Services provided hereunder shall not be used by professors, other university staff or persons acting in the capacity of university staff (including, but not limited to, professors, research staff, teaching assistants and/ or PhD candidates) (collectively, “**Academic Staff**”) unless such User has a current subscription for the Academic Staff Add-On.
- Notwithstanding the terms of the Agreement, Users are permitted to store the Information solely for use in connection with discrete projects related to Academic Purposes.
- For the avoidance of doubt, the Agreement sets forth the parties’ sole and entire understanding with respect to use of the Services by Client and its Users.
- Client represents and warrants that any personal data disclosed to Refinitiv in the course of the Agreement will be provided lawfully and with consent, if required.

This Order Form and the Agreement will be governed by and construed in accordance with the laws of the State of California. Both parties consent to the non-exclusive jurisdiction of any state or federal court sitting in the State of California, and of any court to which an appeal therefrom may be taken.

Signed on behalf of University of California San Diego		Signed on behalf of Refinitiv US LLC ("Refinitiv")	
	Signature		Signature
	Print Name		Print Name
AUL Scholarly Resources and Services	Position	Director, Order Management Americas, Refinitiv	Position
12/13/2021	Date	Apr-28-2021	Date