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2010**

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1. Introduction

1.1 Please read these subscription terms ("Terms") before subscribing to or purchasing any of the Cityscape Intelligence ("CI") materials, publications, services and/or information (together the "Materials") available from the website at www.cityscapeintelligence.com ("Site") owned by IIR Holdings Limited part of the Informa Group ("we", "our", "us"). We are registered under the laws of Dubai and have our business address at 3rd Floor, Sultan Centre, P.O. Box 21743, Dubai, United Arab Emirates.

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2.1 Throughout these Terms, the following definitions apply:-

"Computer Network" any electronically-linked configuration in which two or more users have common access to software or data;

"you" or "your" any person, firm, company or other body which enters into an agreement with IIR to receive or have access to any Materials, but this does not extend to or include other companies within the same group of companies as you ;

"Data" information contained in any of the Materials or any Product which you have selected to be supplied by IIR. The expression "Data" also includes any software (whether or not proprietary) supplied by IIR as part of any Product for processing the information contained in it;

"EDS" stands for "Electronic Data Storage" and means any automated mode of storing accessible data whether or not digital, including computer hard drives, PDFs, ROM files, tapes, CDs, diskettes, DVDs or any other means of storage of information excluding physically printed data;

"Fees" means the annual fees payable in respect of the access to and use of the Materials and/or Products as set out in the registration form and as may be varied by us from time to time;

"Intellectual Property" means patents, inventions, know how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off;

"Licence" means the licence granted to you by us as set out in clauses 4 and 5;

"Materials" means any of the materials, publications, services and/or information provided by IIR on the Site;

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References to the singular include the plural, and references to one gender include all other genders.

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Your access is subject to the payment of the Fees in accordance with our payment terms from time to time in force. If you do not pay the Fees in accordance with our payment terms your access will be suspended.

3.2 IIR is entitled to refuse any subscription request placed by you. Your subscription application is not accepted until we have confirmed acceptance to you by email to the e-mail address you have given us on the registration form.

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3.4 You undertake that all details you provide to us for the purpose of purchasing and/or subscribing to the Materials will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any purchase/Subscription. We reserve the right to obtain validation of your credit or debit card details before supplying or allowing you access to the Materials.

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and

(b) we will provide the Materials and Products with reasonable skill and care.

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- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
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6.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that you may set or which may be given to you (or to your authorised Users) or selected by you (or by your authorised Users) for access to the Materials. You may not share these with or transfer them to any third parties and you will procure that your authorised Users do not share these with or transfer them to any third parties. You must notify IIR immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

6.2 We will of course try to make the Materials available but cannot guarantee that the Site will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the Site and, in particular, you must not (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).

6.3 IIR makes no representations whatsoever about any other websites which you may access through the Site. When you access any other website you understand that it is independent from IIR and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that IIR endorses or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

6.5 Where Materials published on the Site are supplied by third parties, you understand that we do not control or endorse their contents in any way. All Materials and/or Products which are offered by third parties are published in good faith but we do not (to the extent permitted by applicable law) accept any liability or responsibility for the accuracy or otherwise of those

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6.6 We reserve the right at any time:

- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of the Materials and/or Site;
- (b) to vary the technical specification of the Site;
- (c) temporarily to suspend your access to Materials and/or Products for the purposes of maintenance or upgrade (but we will use our reasonable endeavours to minimise the period of suspension);
- (d) to withdraw any of the Materials or any Product (or any part of the Materials or of any Product) to which you have subscribed if IIR ceases to publish or ceases to have the right to publish the relevant Materials or Product or if the same are the subject of a libel or copyright or other third party right infringement allegation and IIR considers that withdrawal is advisable in the circumstances.

7 Our Liability

7.1 Nothing in these Terms shall exclude or limit either party's liability to the other party for any liability which cannot be excluded or limited by law.

7.2 Subject to clause 7.1, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Site, Materials or any Product, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of IIR or our servants, agents or any other person or entity.

7.3 Subject to clauses 7.1 and 7.2, if we are liable to you for any reason, our liability will be limited to the amount paid by you for the Subscription in the year in which such liability arose.

7.4 Our policy is to conduct our business at all times in a professional manner and to good industry standards. We use our reasonable endeavours to maintain the Materials up to date and to develop our Site to meet subscribers' needs. However, you should note in particular:

- (a) The Materials are not intended to constitute a definitive or complete statement of the facts on any subject, nor is any part of it intended to constitute investment advice for any specific situation.
- (b) The Materials include archived information and resources, which may be incorrect or out of date.

7.5 Except as expressly and specifically provided in these Terms you assume sole responsibility for results obtained from the use of the Materials by you, and for conclusions drawn from such use. We shall have no liability for any damage or losses caused by the Materials themselves or any errors or omissions in any information, instructions or acts provided by or taken by you in connection with the Materials.

7.6 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use Site and to access the Materials or any Product. You also understand that although we try to guard against viruses, we cannot and do not guarantee or warrant that any material available for downloading from the Site or that Materials or Products will be free from infections, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

7.7 The limitations and exclusions in this clause 8 do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

8 Termination

8.1 Your Licence to access and use the Materials and/or Products will terminate if you or we are in material breach of any of these Terms and if the breach is not remedied within the period of thirty days after written notice of it has been given to the party in breach.

8.3 On termination of the Licence for any reason:

- (a) the Licence granted under these Terms shall immediately terminate;
- (b) you will delete the Materials and/or Products from your electronic media, electronic storage devices so that you no longer have an electronically functional copy of the Materials and/or Products and destroy all hard copies of the Materials and/or Products in your possession and
- (d) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

9.1 You may not assign, transfer or sub-licence any of your rights under these Terms.

9.2 Except in respect of a payment obligation, neither you nor IIR will be held liable for any failure to perform any obligation to an Event of Force Majeure where "Event of Force Majeure" means any circumstance not foreseeable at the date of this Agreement and not within the reasonable control of the party in question, including but not limited to any strike, lock-out or other industrial action (not due to the acts of any party to this Agreement); any destruction (temporary or permanent), breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials; any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), and any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

9.3 Any notice or other communication to be given under these Terms must be in writing and may be delivered or sent by pre-paid first class

letter post or facsimile transmission. Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission, at the time of transmission.

9.4 No waiver by us of any breach of these Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.5 The invalidity, illegality or unenforceability of any provision of these Terms in whole or in part shall not prejudice the effectiveness of the rest of these Terms or the remainder of any part of a clause affected.

9.6 These Terms, the registration form, our terms and conditions of Site use (accessible here: [insert hyperlink]) and our privacy policy (accessible here: [insert hyperlink]) form the entire agreement between us.

9.7 These terms shall be governed by and construed in all respect in accordance with the laws of the Emirate of Dubai and such federal laws of the UAE as shall have effect in the Emirate of Dubai and the courts of Dubai shall have exclusive jurisdiction over all disputes that arise out of or in connection with them.

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