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4.4 Subject to Clauses 4.3 and 5, each party’s total aggregate liability whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms of Use shall not exceed £10,000.

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5.1 Notwithstanding any limitations contained in Clause 4, Subscriber agrees to indemnify and hold Tradeweb, and its officers, directors and employees harmless from and against any and all losses, claims, damages or liabilities to which any of them may become subject and to reimburse them for all reasonable legal and other out-of-pocket expenses (including the reasonable costs of investigation and preparation) which are in any way associated with any third party claims arising from or relating to any breach of these Terms of Use by Subscriber, except to the extent such action or claim is based upon an assertion that Tradeweb is infringing one or more intellectual property rights of a third party; and provided that (i) Tradeweb promptly notifies Subscriber in writing of the claim, (ii) Subscriber shall have sole control of the settlement and defense of any action to which this indemnity relates, and (iii) Tradeweb cooperates in every reasonable way to facilitate such defense.

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