

These terms govern your use of Thomson Reuters products and services. “We” and “our” mean Thomson Reuters and, where applicable, its affiliates; “you” and “your” means the client, customer, subscriber or user. If, having read these terms, you elect to use the products and services, you agree that such use will be in accordance with these terms. If you do not wish to agree to these terms, you must not use the product or service.

## 1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with this agreement.

(b) **Updates.** Our products and services change from time to time but we will not change the fundamental nature of our products and services unless the change is the result of the modification or termination of an agreement with a third party provider or as required to comply with any law.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under this agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(g) **Limitations.** Unless otherwise expressly permitted in this agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(g) does not preclude you from using our products to benefit your customers in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(h) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(i) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third party access to the other party’s content and will use reasonable efforts to remedy identified security vulnerabilities.

## 2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Copyright law may allow additional uses.

## 3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with this agreement.

## 4. THOMSON REUTERS HOSTED SOFTWARE

(a) **License.** You may use our hosted software only for your own internal business purposes.

(b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with this agreement.

(c) **Content.** Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

## 5. PRIVACY

Each of us will at all times process and disclose personally identifiable information received as a result of this Agreement (“PII”) in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. If you are located in the UK or the EEA you are the data controller and we are the data processor for any PII you transfer to Thomson Reuters, and you must transfer that PII in accordance with applicable laws. PII includes any information relating to an identified living natural person or a living natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

## 6. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under this agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This paragraph shall survive three (3) years after the termination of this agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

## 7. WARRANTIES AND DISCLAIMERS

**THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.**

(a) **EXCLUSION OF WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE**

**PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED.**

**(b) INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

**(c) SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY.**

**(d) DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.**

**(e) NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.**

## **8. LIABILITY**

**(a) LIMITATION. EACH PARTY’S ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

**(b) Unlimited Liability.** Section 8(a) does not limit either party’s liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your liability in relation to Section 8(e) or for claims for reimbursement arising thereunder; or to pay the charges, if any, and all amounts, if any, for use of the products and services that exceed the usage permissions and restrictions granted to you.

**(c) Claims Period.** Claims must be brought within 12 months after the basis for the claim becomes known to the person asserting the claim.

**(d) Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of this agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this agreement. Our obligation in this Section 8(d) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

**(e) Your Responsibilities.** You are responsible for (i) complying with this agreement; (ii) proper use of our products and services in accordance with all usage instructions; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 8(d); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. You must reimburse us for any losses we incur with

respect to your failure to comply with or otherwise in relation to these responsibilities. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

## **9. TERM, TERMINATION**

**(a) Term.** The term products and services covered by this agreement is one year from the date you first access the product or services.

**(b) Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under this agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate this agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate all or part of this agreement in relation to a product or service which is being discontinued. Either of us may terminate this agreement immediately if the other commits a material breach. Any failure to fully pay amounts, if any, when due under this agreement is a material breach for this purpose. Unless we terminate for breach or insolvency, pre-paid charges, if any, will be refunded on a pro-rated basis. If, as the result of a modification or termination of an agreement with a third party provider, we fundamentally change a product or service to your detriment, you may terminate this agreement (in whole or with respect to the affected product or service).

**(d) Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other. Termination of this agreement will not (i) relieve you of your obligation to pay Thomson Reuters amounts, if any, you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of this agreement that by their nature should continue.

## **10. FORCE MAJEURE**

We are not liable for any damages or failure to perform our obligations under this agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

## **11. THIRD PARTY RIGHTS**

Our affiliates and third party providers benefit from our rights and remedies under this agreement. No other third parties have any rights or remedies under this agreement.

## **12. GENERAL**

**(a) Assignment.** You may not assign, delegate or otherwise transfer this agreement (including any of your rights or remedies) to anyone else.. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 12(a) is void.

**(b) Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

**(c) Severability.** If any part of this agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of this agreement.

**(d) Agreement Compliance.** We or our professional representatives may review your compliance with this agreement throughout the term of this agreement. If the review reveals that you have exceeded the authorized use permitted by this agreement, you will pay all unpaid or underpaid charges, if any.

**(e) Governing Law.** This agreement will be governed by the laws of the New South Wales and each of us hereby irrevocably submits to the exclusive jurisdiction of the courts of New South Wales to settle all disputes or claims arising out of or in connection with this agreement.

- (f) **Current Thomson Reuters Product Subscribers.** If you are a current Thomson Reuters product subscriber for products covered by this agreement, the terms and conditions of such subscriber agreement and any applicable ordering document will control in the event of a conflict with the terms of this agreement.
- (g) **Amendment.** This agreement may be varied by us at any time.
- (h) **Waiver.** Neither of us waives our rights or remedies by delay or inaction.