

Thomson Reuters - Summary of Changes to Online Addendum (v4 09/16)

The Online Addendum has been updated. This addendum applies to our Westlaw AU and Checkpoint AU and online platforms and your use of data accessible on a CD. It has now been updated to also govern access to ProView content, removing the need for a separate addendum. These are the “services” that are specified in an order form or invoice.

The changes to the previous version of the Online Addendum are:

1. **Clause 1.2 has been updated to allow an Australian subscriber to access the services while travelling overseas.**

1.2 You are licensed to access and make use of such data in Australia only, unless specified otherwise in your order or invoice. For the avoidance of doubt, this does not preclude an Australian based employee from accessing the services remotely in the ordinary course of the activities of your organization.

2. **Clause 2.3 deals with a situation where your organization merges with, acquires or is acquired by another organization and the number of users increases:**

2.3 If a subscriber organization acquires, merges with or is acquired by another organization such that the other organization, as a result of the transaction, is or would be entitled to use or receive access to the Services, we shall be entitled to revise the fees to account for the subsequent increased value derived or scope of use.

3. **Clause 2.4 allows you to re-assign a registration key to a different user in your organization, providing additional flexibility for OnePass access:**

2.4 Where a Service is accessed by registration key, access may be re-assigned to a different user within your organization. Annotations made by a previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining the security of the registration key and OnePass account. It is your responsibility to ensure that user access is terminated when a user leaves your organization. Sharing of registration keys or OnePass credentials is STRICTLY PROHIBITED.

4. **Clause 2.7 has been inserted to clarify that annotations you make to the Services are stored outside of Australia and are only accessible during the period of a subscription.**

2.7 Where you have registered for a OnePass account, you may annotate your Service (except a CD) by highlighting, bookmarking, creating notes or using any similar feature made available during the term (“Annotations”). Your Annotations will be web-hosted by us or another company within the Thomson Reuters group on servers located, in some cases, outside your country of residence. Your use of the features indicates your consent to such storage. Annotations will only be processed for purposes associated with your licence and only in accordance with applicable law. Access to Annotations will only be available during the subscription period in respect of a subscription Service.

5. **ProView additional terms:**

- a. **Access to the content**

10.1 Subject to the further provisions below, the licence in respect of eBooks and eSubscriptions (“eSub”) is a non-exclusive, non-transferable, limited licence permitting you to download and/or access the eBook or eSub online via the ProView Software (“the Software”). You are licensed to use eBook or eSub content solely in the regular course of legal, tax and accounting research related work.

- b. **Content only updated during the subscription period**

10.3 The licence to use an eSub includes continuing access to the eSub for the duration of your subscription period only and includes updates to that eSub issued during your subscription period.

- c. **You can access your annotations where you have purchased an eBook for so long as we continue to maintain the software:**

10.4 Where you have purchased access to an eBook, we do not undertake that your access to the Annotations will be perpetual, but we will provide you with access to your Annotations for so long as the version of the eBook and the ProView software are generally available,