



Thomson Reuters (Professional) Australia Limited and the Client (as specified in the Order Form) (the “parties”) are bound by this Schedule (the “*Information Schedule*”) to the Thomson Reuters Master Terms v1.1 03/16 (the “*Master Terms*”).

## 1. SCOPE

- 1.1. This Information Schedule applies whenever Client subscribes to a Information Service. Capitalized terms used in this Information Schedule but not defined in clause 6 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to the rights provided in this Information Schedule will be included in an Order Form for a particular Service

## 2. BASIC USAGE PERMISSION

- 2.1. Subject to the terms of the Agreement, Thomson Reuters permits Client to access the Service(s) for the purpose of exercising the usage terms detailed in this Information Schedule or the applicable Order Form. Each User may, in the ordinary course of Client’s business:
  - (a) view, use and copy (download and/or print) Information for the User’s individual use;
  - (b) Distribute and Redistribute Insubstantial Portions of Information in a Non-Systematic manner;
  - (c) Distribute Information to other Users who have a subscription from Thomson Reuters to view the same Information;
  - (d) Redistribute Information to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client’s compliance with laws and regulations; and
  - (e) Redistribute Information to Client’s Representatives who are acting on behalf of the Client, solely to the extent required to advise Client and in accordance with the terms of this Agreement.

## 3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorised by Thomson Reuters, Client undertakes not to, and to ensure that Users will not:
  - (a) (i) create competitor products of the licensed Information Service; (ii) create derivative databases or other works whether using all or some of the Information; or (iii) otherwise use any Information Service (or any portion or derivation thereof) in any other product or service;
  - (b) use “web crawlers” or other types of software or hardware technology to automatically download or index Information from any Information Service.

## 4. ATTRIBUTION

Except as otherwise specified in another Schedule or Order Form, Client must ensure that all Information it is permitted to Distribute or Redistribute is attributed to Thomson Reuters as the source (or, where applicable, the relevant Third Party Provider), in the following format: “Source: Thomson Reuters”.

## 5. REGULATED INFORMATION

This clause only applies to Users accessing US Regulated Information.

- 5.1. Regulated Information Usage. Thomson Reuters is not a consumer reporting agency, and Client certifies that it will not use any Information as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Client acknowledges that access to Regulated Information, available through the Information Service, including but not limited to credit header Information, motor vehicle Information, driver license Information, and voter registration Information is regulated by state or

federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to Contributor restrictions. Client agrees not to access Regulated Information for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable U.S. state or federal laws or regulations, or that is contrary to any additional terms, as identified in Section 6 above.

- 5.2. Regulated Information Usage Compliance. Thomson Reuters retains the right to temporarily or permanently block access to certain Information if Thomson Reuters, in its sole discretion, reasonably believes that the Information may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Information, Client acknowledges that from time to time, Thomson Reuters and its Contributors and/or various government entities will require Client to identify a permissible use (if applicable) and may inquire as to Client’s compliance with applicable laws or the Client Agreement. Client agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Client shall immediately report to Thomson Reuters any actual or suspected misuse, abuse, or compromise of Information of which Client becomes aware.

## 6. SUSPENSION OR MODIFICATION OF THE SERVICES

- 6.1. Thomson Reuters may discontinue or revise any or all aspects of the Services or publications appearing on the Services (including, without limitation, the supply of any publication through the Services) at its sole discretion and without prior notice to take account of (for example but without limitation) changes in law or circumstance relating to the publication of that service.
- 6.2. Thomson Reuters may suspend access to the Services, in whole or in part, until further notice, with immediate effect:
  - (a) to periodically maintain or improve the publications or the Services and related systems;
  - (b) to comply with any order, instruction or request of any government, any emergency services organisation, or other competent judicial, administrative or regulatory authority;
  - (c) if Thomson Reuters believes that the Services or the publications may be used in such a way as may constitute a breach of any provision of this Agreement or any Third Party Rights or
  - (d) if Client fails to pay all or part of any fee by the due date.
- 6.3. Thomson Reuters will endeavour, where possible to provide Client with reasonable notice of such suspension.

## 7. DEFINITIONS

**Contributor** - any third-party that licenses, contributes, or otherwise provides Information, features, software, or other materials to Thomson Reuters for inclusion in the Information Service

**Distribute** - to send within the Site and to Recipient Locations.

**Insubstantial Portions** - limited extracts which: (a) have no independent commercial value; and (b) could not be used as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, its Affiliates or its Third Party Providers.

**Information Service** – all Services containing Information or otherwise designated as an Information Services on an Order Form

**Non-Systematic** - use on an infrequent basis and not automatically generated by machine or regularly created by individual Users.



**Regulated Information** – certain Information available through the Information Service that is subject to heightened regulatory scrutiny under U.S. state and federal law.

**Recipient Location** - any of Client's offices (other than a Site), or any of Client's Subsidiary's offices, in each case, which receive Information from a Site.

**Redistribute** - to send outside the Site or any Recipient Location in the ordinary course of Client's business.

**Representatives** – Client's Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys).

**Site** - any location of Client to which Thomson Reuters supplies access to the Services directly, as specified on an Order Form.

**Subsidiary** – an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

**User** – (a) each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Thomson Reuters to access the relevant Service; (b) in the context of Access Declarations, such employees or contractors of Client's Subsidiaries; or (c) a group of individuals specifically designated as a User on an Order Form.