



The Customer and TR (the "parties") are bound by the Agreement. Capitalised terms used but not otherwise defined are set forth in Clause 19.

1. GENERAL

- 1.1. Parties. Each party and their Affiliates may enter into Order Forms which are governed by the Master Terms. In the case of an Affiliate who has entered into an Order Form, references in the Agreement to "TR" refer to TR's Affiliate, and references to "Customer" refer to Customer's Affiliate and "parties" shall be construed accordingly.
- 1.2. Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, SOWs, Schedules, Master Terms (except the Schedules). Clauses 5.2 (Usage Restrictions) and 6 (Third Party Provider Restrictions) take precedence over any conflicting term of the Agreement.

2. TERM

The Agreement commences on the Start Date and will remain in force during the term of any Service. Unless otherwise stated in an Order Form, the term of each Service (and any permission granted) is one year from the Start Date for that Service and will automatically renew for additional one year periods, unless one party gives the other not less than 30 days prior notice to expire at the end of the then-current term for that Service.

3. CHARGES

- 3.1. Payment of Charges. Customer will pay the Charges that are not the subject of a good faith dispute within 30 days of the date of the invoice and without set-off, counterclaim or deduction. Recurring Charges accrue from the first day of the month following the Start Date until the end of the month in which a termination of the Service takes effect. Customer must notify TR of any disputes within 15 days of the date of invoice. TR may apply a service charge of 1% per month or the highest lawful interest rate (whichever is lower) to all amounts not paid to TR when due.
- 3.2. Payment of Taxes. The Charges are exclusive of taxes, and Customer will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT) or other taxes but excluding income taxes imposed on TR). Customer will provide to TR written evidence of any withholding tax paid by Customer or any tax exemption on which Customer wishes to rely. If Customer is obliged to withhold or deduct any portion of the Charges, then TR shall be entitled to receive from Customer such amounts as will ensure that the net receipt, after tax and duties, to TR in respect of the Charges is the same as it would have been were the payment not subject to the tax or duties.
- 3.3. Changes to Charges. TR may increase or adjust the basis for calculating the Fees for the next following renewal term for each Service by providing Customer not less than forty five (45) days written notice to expire at the end of the then current term for that Service. The Fees will be payable as increased or adjusted during the next following renewal term for that Service.
- 3.4. Changes to Related Charges. TR may increase any recurring Related Charges from time to time. TR will endeavour to provide Customer with prior notice of any increase to such Related Charges, but may not be able to do so if TR does not receive sufficient prior notice from third parties.
- 3.5. Excess Use. Access to the Services is limited to the scope set forth on the applicable Order Form. If the Customer's scope of access exceeds the limits set out in the Order Form, TR shall be entitled to charge additional Charges for the excess use at the rates set out in the Order Form or, if there are none, at the then current TR pricing (which additional Charges shall be a one-time adjustment for perpetual licenses and pro-rated for all other licenses for the remainder of the initial term or renewal term, as applicable).

3.6. Access Declarations. Customer will provide accurate Access Declarations if TR asks it to disclose whether its actual scope of access to a Service is within any limits set out in the Order Form. TR will advise Customer of when and in what format to provide Access Declarations to TR. TR may adjust the total Charges payable for a Service if the scope of access to that Service disclosed in the Access Declaration exceeds the limits set out in the Order Form. When TR does not ask for an Access Declaration or Customer, does not provide one when asked, TR will estimate whether the scope of access to a Service exceeds the limits set out in the Order Form. TR and Third Party Providers will apply additional or will adjust, Charges where Access Declarations contain errors or are not provided when asked for by TR.

3.7. Mergers. If Customer (or any of its Affiliates) acquires, merges with or is acquired by another entity (including any company or limited or unlimited liability partnership) or opens a new office and, as a result, the scope of access to a Service will or may exceed the limits set out in the Order Form, TR may revise the Charges (including any Fees paid by Customer for perpetual licenses) to account for any resulting increased scope at the rates set out in the Order Form or, if there are none, at the then current TR pricing. Customer will notify TR as soon as reasonably possible after the occurrence of an event contemplated by this clause.

4. PERFORMANCE AND COMPLIANCE

- 4.1. Obligations of the Parties. TR will provide the Services to Customer using reasonable skill and care. TR will provide, and Customer will use, the Services in accordance with (a) the operating specifications to run or access the Service; and (b) applicable laws and regulations. If the Order Form States Customer is permitted to provide an Affiliate with access to any part of the Services, Customer will ensure that such Affiliate complies with all provisions of the Agreement applicable to Customer as if they were its own.
- 4.2. Export Control and Sanctions. Customer will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Customer warrants that neither it nor any Affiliate to which Customer provides access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to TR and any TR Affiliates, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

5. USAGE PERMISSIONS AND RESTRICTIONS

- 5.1. Usage. TR permits Customer to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. The Materials and communications facilities or networks provided in connection with the Service, may only be used to access the Services and benefit from the rights granted under the Agreement. TR may make available to Customer an open API to achieve interoperability between a Service and any other software applications or technology, which Customer may use where applicable, subject to TR's then current Fees (if any) for such APIs.
- 5.2. Usage Restrictions.
 - (a) Customer will not: (i) copy or modify any part of or create any derivative works from, the Services; (ii) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services);



(iii) use any Materials, or communications facilities or networks provided by or on behalf of TR, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer Software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software.

(b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Customer.

5.3. **Interactive Services.** Some Services contain Interactive Services. Customer accepts and will ensure that its Users comply with the Code of Conduct for the use of Interactive Services found on the Customer Portal and any other terms applying to Interactive Services of which TR notifies Users. TR does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. Interactive Services are not transaction services and any transaction conducted through an Interactive Service is at Customer's own risk.

5.4. **Trials and Testing.** All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by TR.

6. THIRD PARTY PROVIDER RESTRICTIONS

6.1. **Third Party Provider Restrictions.** Third Party Providers may impose additional restrictions on usage of their Information, Materials, or services and may change them from time to time. These restrictions may include prohibiting certain types of usage or requiring Customer to report its usage to, obtain agreement from, or pay additional fees either through TR or directly to, the relevant Third Party Provider. Customer can view restrictions that Third Party Providers have supplied to TR at the Customer Portal or as otherwise notified to Customer in writing from time to time or alternatively, in some cases, within the relevant Service. TR will use commercially reasonable efforts to ensure that the Customer Portal or the Service (as relevant) is maintained with the latest policies of each relevant Third Party Provider. These restrictions are binding on Customer in the same way as any other provision in this Agreement.

6.2. **Third Party Provider Instructions.** Third Party Providers may have the right to require that TR restrict, suspend or terminate Customer's access to that Third Party Provider's Information, Materials, or services. If TR takes any such action, it will (a) use reasonable efforts to provide Customer with notice and (b) not be liable for any resulting Damages Customer may suffer.

6.3. **Reporting to Third Party Providers.** TR may provide Third Party Providers with details of Customer's usage of, and any suspected breach of this Agreement relating to, that Third Party Provider's Information or Materials or services.

7. INTELLECTUAL PROPERTY AND FEEDBACK

7.1. **Services.** Customer acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Software, Information, and Materials) are (a) owned by TR, its Affiliates or Third Party Providers, and (b) hereby reserved to TR unless specifically granted in the Agreement. Customer will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

7.2. **Customer Materials and Feedback.** TR acknowledges that, as between the parties, all Intellectual Property Rights in the Customer Materials are owned by Customer or licensors to Customer. TR may collect and use information related to Customer's use of the Services and any feedback on TR's products and services, for the purposes of the administration of this Agreement and, as long as such information is not identifiable to the Customer or any individual User, to test, develop, improve and enhance its products and services and to create and own derivative works based on such feedback.

7.3. **Use of Name.** Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes

or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

8. SECURITY

Where Services are provided to an individual User, concurrent usage or sharing of Services between Users is not permitted. However, Customer can transfer access to a Service from one User to another by notifying TR. Access to the Services may be subject to using passwords, smartcards, other security devices or arrangements for access ("Security Credentials") provided by TR. Such Security Credentials must not be shared. TR may change Security Credentials with notice to Customer or Customer's Users. Each party will use reasonable efforts to (a) scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry, (b) secure its computing environments according to generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorised person or malicious software, and (c) remedy any security breach of which it becomes aware.

9. SUPPORT

9.1. **Support Provided.** To assist in resolving technical problems with the Services, TR may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by TR is described on the Customer Portal or as otherwise provided by TR. Customer will provide TR with reasonable assistance and prompt access to Customer's systems or its site. In providing support on Customer's premises, TR will comply with Customer's reasonable security, health and safety, and confidentiality procedures that are provided to TR in advance in writing.

9.2. **Remote Support.** TR may seek Customer's consent to install software agents on Customer's systems to provide support or access to Software remotely. If Customer withdraws consent and TR provides alternative support or access, additional Charges may apply.

9.3. **Support Exceptions.** If TR elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Customer or third party information or materials; (b) any Services, or any versions of Services, that TR has advised Customer are unsupported; (c) issues caused by Customer's failure to follow TR's instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to TR; or (f) Customer's networking or operating environment.

10. CHANGES

10.1. **Changes to Services.** TR may modify a Service from time to time but will not change its fundamental nature, except as permitted in clauses 11.1 (External Triggers) and 11.2 (Obsolescence). TR will use reasonable efforts to notify Customer of significant changes to Services.

10.2. **Updates and Upgrades.** Customer will promptly install any Update provided by TR, and any Upgrade that TR makes available to Customer, at no additional charge. TR may make other Upgrades available to Customer that are subject to additional Charges.

10.3. **Technical Changes.** If TR initiates a change in the standard hardware, software, data or communications requirements, formats or protocols TR provides or specifies for any Service that TR knows will fundamentally and detrimentally affect Customer's ability to continue receiving the Service, then TR will, to the extent practical under the circumstances, provide Customer at least ninety (90) days notice of such change. However, if a Third Party Provider initiates



such a change, TR will give Customer as much notice as is reasonably practicable.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

- 11.1. **External Triggers.** TR may, with notice ("TR's Notice"), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between TR or a TR Affiliate and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. TR will endeavour to provide Customer with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on TR's Notice is the "**Change Date**". If a partial termination or modification in accordance with this clause 11.1 fundamentally and detrimentally changes the nature of or the rights granted in the Service, Customer may terminate the affected Service by providing TR with notice no later than 30 days after the date of TR's Notice. Such Service will then be terminated effective on the Change Date.
- 11.2. **Obsolescence.** TR may obsolete a Service or a prior version of a Service on at least ninety (90) days prior notice. TR will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of obsolescence, the term of the affected Service will continue unless the new version is subject to additional Charges, in which case Customer may terminate the Service by providing TR with 30 days' notice after the date of TR's notice. In the case of Service obsolescence, the Service will terminate (except to the extent TR has granted Customer a perpetual right to use the Software).
- 11.3. **Suspension.** TR may suspend, upon notice, all or part of a Service and Customer's rights in relation to that Service if: (a) TR has the right to terminate the Service in accordance with clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency); (b) TR is required to do so by a Third Party Provider affected by a breach of the Agreement; (c) TR is required to do so by law or regulation or at the request of any relevant regulatory authority or (d) in order to protect TR's systems and security and for the purposes of scheduled maintenance. Any such suspension may continue until TR is satisfied that the condition is remedied. Customer is still required to pay the Charges during any period of suspension permitted by (a) or (b) above.
- 11.4. **Termination for Breach.** Either party may terminate the Agreement, upon notice, if the other party materially breaches the Agreement and the breach (a) remains unremedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party may only terminate the relevant Service(s).
- 11.5. **Termination for Insolvency.** Either party may terminate the Agreement, immediately upon notice, if: (i) the other party enters into a composition with its creditors; (ii) a court order is made for the winding up of the other party; (iii) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (iv) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (v) the other party ceases to be able to pay its debts as they fall due; (vi) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.
- 11.6. **Injunctive Relief.** Nothing in this Agreement prevents TR or Customer from seeking an immediate injunction or similar remedy

from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.

- 11.7. **Refunds.** Where TR terminates a Service other than under clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency), or Customer terminates a Service where the Agreement permits it to, Customer will be entitled to a pro rata refund of any recurring Fees that Customer has paid in advance for the terminated Service.

- 11.8. **Delete or Return Information and Materials.** Following termination, and at any time with respect to Confidential Information, (a) at Customer's request TR will promptly return, delete or destroy all Customer Materials and Customer's Confidential Information, and (b) Customer will promptly return, delete or destroy all Information, Materials, and TR's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defence of a party's rights under the Agreement. This clause 11.8 will not apply to the extent TR has granted Customer a perpetual right to Information or Materials, unless TR is terminating that perpetual right under clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency). TR will not be required to return, delete or destroy any feedback or material contributed by Customer's Users to any Interactive Service.

- 11.9. **Survival of Terms.** Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following clauses will survive termination: 3.1 (Payment of Charges), 3.2 (Payment of Taxes), 7 (Intellectual Property Rights and Feedback), 11.7 (Refunds), 11.8 (Delete or Return Information and Materials), 11.9 (Survival of Terms), and 12 to 18 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others (including those in any Schedule or SOW) that by their nature should survive.

12. CONFIDENTIALITY

- 12.1. **Non-disclosure.** The Receiving Party will hold the Disclosing Party's Confidential Information in confidence, will use it solely for the purpose of this Agreement and will not disclose any part of it to any third party except to its Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "**Representatives**") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

- 12.2. **Exceptions.** These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party or its Representatives), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

13. DATA PRIVACY

- 13.1. **Data Privacy Laws.** The parties will at all times process Customer Personal Data in accordance with applicable laws or regulations governing the processing of Personally Identifiable Information.
- 13.2. **Regulatory Requirements.** Customer shall ensure that any Customer Personal Data that it discloses to TR (including when it uploads such



Customer Personal Data into a Service hosted by TR) is disclosed in accordance with the laws and regulations applicable to Customer.

- 13.3. **Protective Measures.** TR will maintain, and will require all third party data processors TR engages to maintain, appropriate physical, technical and organizational measures to protect Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. The parties shall 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 alleged unauthorized access, use, processing or disclosure of Customer Personal Data.

14. AUDIT

- 14.1. **Audit Rights.** TR has the right (by itself or through its representatives) to audit Customer, on at least 10 business days' notice and during Customer's normal business hours, to verify whether Customer is complying with the Agreement. TR will comply with Customer's reasonable security, health and safety, and confidentiality procedures that are provided to TR in advance in writing. TR will not audit more than once in every 12 months per Customer location, unless (i) TR has cause to suspect, or an audit reveals, that Customer is non-compliant, or (ii) where required to do so by a Third Party Provider with respect to its Information or Materials. Nothing in this clause will require Customer to make available, to or give TR the right to access, Confidential Information held in files relating to Customer's own current, former or prospective clients.
- 14.2. **Charges and Costs.** If the audit reveals that Customer has breached the Agreement, Customer will pay (a) any underpaid Charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Customer has underpaid the Charges by more than 5% or where such costs are imposed on TR by a Third Party Provider.

15. DISCLAIMERS

- 15.1. **General Disclaimer.** All warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Services are delivered "as is" without warranty of any kind. TR does not warrant or represent that the Services (or services, information or material supplied to TR on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. TR shall not be liable for any Damages resulting from any such Faults. Customer assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Services. Customer is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall TR or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.
- 15.2. **No Advice.** Customer understands that TR is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and TR is not responsible for these opinions. Likewise, TR is not responsible for any Damages resulting from any decisions of Customer, or anybody accessing the Services through Customer, that are made in reliance on the Services, including legal, compliance and/or risk management decisions. Customer agrees that it uses the Services at its own risk in these respects.

16. LIMITATION OF LIABILITY

- 16.1. **Unlimited Liability.** The limits on liability in clause 16.2 (Liability Cap) do not apply to: (a) a party's fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) any indemnification obligations, other than to the extent described in clause 17.2 (Third Party Limitation), (d) a party's infringement of the other's Intellectual Property Rights or Customer's use of Services beyond the usage permissions and restrictions granted under the Agreement, or (e) Customer's liability to pay the Charges and any amounts TR would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.
- 16.2. **Liability Cap.** Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort or otherwise) arising out of or in connection with a Service will not exceed the Fees paid by Customer to TR for the applicable Service(s) which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.
- 16.3. **Exclusions.** Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that TR shall be liable to restore data from any available back-ups); (c) loss or damage resulting from the inadequacy of security of data during transmission via public electronic communications networks or facilities (d) loss of profits (except with respect to the Charges); even if such Damages or losses in (a)-(d) could have been foreseen or prevented.
- 16.4. **Force Majeure.** Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

17. INDEMNITY

- 17.1. **TR Indemnity.** TR will indemnify Customer against Damages Customer incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Customer is permitted by TR to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by TR; (b) modification of all or part of the Service other than by TR or its subcontractors; (c) use of a version of the Service after TR has notified Customer of a requirement to use a subsequent version in accordance with clause 11.2; or (d) Customer's breach of the Agreement. This indemnity will extend to Customer's Affiliates to which Customer makes the Services available in accordance with the Agreement.
- 17.2. **Third Party Limitation.** Where the indemnity obligation in clause 17.1 (TR Indemnity) arises from Information or Materials TR obtained from a Third Party Provider, TR's monetary liability to Customer will be limited to the amount TR recovers from the relevant Third Party Provider, divided by the number of other actual or potential claims by TR customers (including Customer) against TR arising from those Information or Materials.
- 17.3. **TR's Remedial Options.** TR may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Customer to continue using the Service in accordance with this Agreement; (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service; or (c) taking the actions in clause 11.1 (External Triggers).



17.4. Customer

- Indemnity.** Customer will indemnify TR and its Affiliates against Damages they incur as a result of a third party claim: (a) alleging that their use of Customer Materials infringes the Intellectual Property Rights of a third party; (b) arising from Customer's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; or (c) asserted by any person accessing any part of a Service through Customer (except to the extent of any indemnity TR provides under clause 17.1 (TR Indemnity)).
- 17.5. **Conduct of Claims.** The indemnification obligations in clause 17 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defence or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defence of any such claims through legal counsel of its choice.
- 18. MISCELLANEOUS**
- 18.1. **Notices.** All notices under the Agreement must be in writing and, other than notices of breach of the Agreement, must be sent by email. Email notices from Customer must be sent to truki.legalonlinenotice@thomsonreuters.com. Email notices from TR must be sent to TR's day to day business contact at Customer as shown in TR's written records. Notices of breach of the Agreement shall be sent by registered mail, courier or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, TR may give technical or operational notices or notices of Third Party Provider restrictions via publication on the Customer Portal or within the Services themselves.
- 18.2. **Choice of Law and Jurisdiction.** The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of England and Wales. Each party hereby consents to the non-exclusive jurisdiction of the courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.
- 18.3. **Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, TR may, without Customer's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with TR's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of TR or any similar business transaction.
- 18.4. **Third Party Rights.** Clauses 4.1 (Obligations of the Parties), 5 (Usage Permissions and Restrictions), 6 (Third Party Provider Restrictions), 7 (Intellectual Property and Feedback), 11.8 (Delete or Return Information and Materials), 12 (Confidentiality), 14 (Audit), 15 (Disclaimers), 16 (Limitation of Liability), 17.4 (Customer Indemnity), and 17.5 (Conduct of Claims) benefit Third Party Providers and TR's Affiliates to the same extent as they would benefit TR. The limitations and exclusions set out in clause 16 (Limitation of Liability) will apply with respect to all such recipients of a claim under each Agreement governed by these Master Terms so that the aggregate liability will not exceed that applying to one recipient of a claim. Third Party Providers and TR's Affiliates may exercise their rights directly or TR may exercise such rights on their behalf. TR's Affiliates have the right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce and rely on the terms of the Agreement. The parties to the Agreement may cancel or vary the

Agreement in accordance with its terms without the consent of any third party.

- 18.5. **Severability.** If any part of the 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 the Agreement.
- 18.6. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.
- 18.7. **Entire Agreement.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.
- 18.8. **Binding Nature and Amendment.** The Agreement is binding when the Order Form (a) is countersigned by Customer or (b) when TR receives email confirmation of acceptance of the Agreement from Customer in each case provided that Customer has not made any changes to the Agreement. The Agreement may be varied only by a written amendment agreed by both parties.
- 18.9. **Authority to sign.** Where Customer is a body other than an individual the person signing or otherwise concluding the Agreement represents that s/he is authorised by Customer to sign it for and on behalf of Customer and to bind Customer.

19. DEFINITIONS AND INTERPRETATION

Access Declaration – any report TR requires Customer to complete and return in connection with a Service when Customer controls or is required to disclose access to the Service.

Affiliate – in the case of TR, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation; in the case of Customer, any entity (which expression includes and limited or unlimited liability partnership) that, from time to time, is directly or indirectly controlling, controlled by, or under common control of Customer. "Control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

Agreement - all Order Forms governed by these Master Terms, and Schedules, Access Declarations or SOWs referred to or incorporated in them, each between the same parties.

Charges - the Fees and any applicable Related Charges.

Customer - the entity other than TR that is a party to an Order Form.

Customer Materials – means (a) information, software, or other materials provided to TR by or on behalf of Customer, which TR is required to host, use or modify in the provision of a Service and (b) material Users contribute to any Interactive Service.

Customer Personal Data - the Personally Identifiable Information provided to TR for the purpose of the provision of the Services.

Confidential Information – the terms of this Agreement and other information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement, but excluding the information listed in clause 12.2 (Confidentiality Exceptions).

Customer Portal - the website at <http://legalsolutions.thomsonreuters.co.uk/customer-portal> (or any replacement or alternative website created by TR and notified to Customer) including the link to the site containing third party terms.

Damage(s) - any loss, damage or cost.

Disclosing Party - a party who discloses Confidential Information, and a party's Affiliates who disclose Confidential Information.



Excluded Data - data which is outside the scope of a subscription to a Service.

Fees - fees TR charges for the supply of a Service as specified or referred to in the relevant Order Form(s).

Information - the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Customer.

Interactive Services - features that allow users to contribute content or facilitate interactivity among users (such as instant messaging, chatrooms, forums, polls or bulletin boards), other than those the parties agree in writing are private to Customer.

Intellectual Property Rights - database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Master Terms – these terms and conditions and the Schedules, as amended from time to time.

Materials - hardware, Software, and related documentation supplied by TR or its Affiliates.

Order Form - the written document (which may be an email) issued by TR and which TR has accepted that lists or describes the services and products to be supplied to Customer, including any SOW and any special terms agreed between the parties for any Service and attached to the Order Form.

Personally Identifiable Information - Any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including information constituting "personal data" as defined in the European Union Data Protection Directive (95/46/EC).

Professional Service - any Services, such as implementation, customization, specialist support, training and consulting services, that may be performed to Client's specific requirements, as identified on the SOW.

Receiving Party - a party, or a party's Affiliates, who receives Confidential Information from the Disclosing Party.

Related Charges – Transactional Charges and those charges which are specified on the Order Form or related Schedules or Exhibits as being

Related Charges, or which are indicated in the Agreement as being charges additional to the Fees, which may include: (a) installation, relocation and removal charges; (b) charges for certain items of support such as those described in Clause 9.3; (c) charges for communications networks and facilities used to deliver Services; and (d) charges for information, materials and other services provided by certain third parties; and (e) reasonable travel costs and other reasonable expenses incurred by TR in performing Services at a Client site.

Schedule(s) – schedule(s) that are referred to and incorporated into an Order Form as required (e.g., setting out additional or specific terms and conditions relating to certain categories or types of Services).

Service(s) - any services or products TR supplies pursuant to an Order Form, which may include Software, Professional Services, Information or Materials.

Software – the object code version of the software (including Updates, Upgrades and application programming interfaces (APIs)) and related documentation provided by TR or its Affiliates.

Start Date – the date on which the term for the provision of any Service starts as specified in the Order Form.

Statement of Work/SOW - any written statement of work governed by the Master Terms detailing the Professional Services Client orders which has been accepted by TR.

Third Party Provider - a third party (other than a party and its Affiliates) whose Information, Materials or services are included or used in a Service.

TR - the Thomson Reuters entity issuing and accepting an Order Form.

Transactional Charges - charges for the use of Excluded Data.

Updates - any bug fixes, service packs or patches, or maintenance releases to the Services.

Upgrade - any release or version of a Service which includes new features or additional functionality.

User – (a) each individual employed by or a partner of Customer, or contractor acting under Customer's direction in the ordinary course of Customer's business, in each case authorized or allowed by TR to access the relevant Service; (b) the persons or categories of persons identified in an Access Declaration as being so authorised; or (c) the persons or categories of persons designated as a User on an Order Form in all cases regardless of whether such person or categories of persons actually accesses that Service.