General Terms and Conditions

These General Terms and Conditions (**"General Terms"**), together with the Ordering Document and any incorporated terms in the Ordering Document or herein (collectively, the **"Agreement"**), govern Customer's use of Thomson Reuters Services, including licensing of Thomson Reuters Content. By purchasing, renewing, or using the Services, Customer agrees to be bound by these General Terms.

1. DEFINITIONS

1.1 **"Affiliate"** means, in respect of a party, any corporation, company, or entity that directly or indirectly controls, is controlled by, or is under common control of that party. For the purposes of this definition, "control" means: (i) holding a majority of the voting rights in it; (ii) being a member of it and having the right to appoint or remove a majority of its board of directors; or (iii) being a member of it and controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it.

1.2 **"AI Functionality"** means the functionality within the Services that is powered by or otherwise enabled through artificial intelligence (AI).

1.3 **"Confidential Information"** means any non-public information disclosed by the disclosing party ("**Disclosing Party**") to the receiving party ("**Receiving Party**") that is designated confidential or reasonably understood to be confidential given its nature or the circumstances, including, without limitation, business, financial, technical, trade secret, pricing, product design information, product functionality information, Documentation, Customer Data, and the Agreement. Confidential Information excludes information that (i) becomes public without breach of the Agreement; (ii) was lawfully known to the Receiving Party before disclosure; (iii) is lawfully received from a third party without a duty of confidentiality; (iv) is independently developed without use of the Confidential Information; or (v) is disclosed with the Disclosing Party's prior written consent.

1.4 **"Customer"** means the company or other legal entity identified as customer in the Ordering Document and that is a party to the Agreement.

1.5 **"Customer Data"** means all data, content, Prompts, and other materials uploaded or submitted to, or generated through the use of, the Services by or on behalf of Customer, excluding any Usage Information or Thomson Reuters Content.

1.6 **"Deliverables"** means deliverables, materials, or other work product developed or provided by Thomson Reuters in performing the Professional Services.

1.7 **"Documentation"** means user instructions, functional specifications, and other technical materials that Thomson Reuters makes available to Customer for the applicable Services. Documentation may be provided within the Service, via a customer portal, or in another written or electronic form.

1.8 **"Enterprise Applications"** means third-party tools, platforms, or applications that (i) are separately licensed by Customer for commercial or enterprise use under a valid, enforceable agreement with a third-party provider; and (ii) are not publicly accessible, freemium, or consumer-grade tools.

1.9 **"Feedback"** means any suggestions, comments, ratings, evaluations, or other input about Thomson Reuters products or services that Customer or its Users provide to Thomson Reuters, including through in-Service feedback tools.

1.10 **"Free Trial"** means no-charge, time-limited access to certain Services for evaluation purposes only, provided on the terms set out in Section 18 (Free Trial and Pilot Features).

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1.11 **"General Productivity AI Tool"** means a general-purpose business application that includes artificial intelligence features (for example, an AI-enabled word processor, email, or office productivity suite), that is an Enterprise Application, and that is not a Professional AI Tool.

1.12 **"Installed Software"** means the object code version of software (including any updates or upgrades thereto) provided by Thomson Reuters and authorized to be installed on a Customer device, as specified in the applicable Ordering Document.

1.13 **"Integrations"** means third-party services, platforms, applications, extensions, add-ons, or related offerings that are not provided by Thomson Reuters and that connect or integrate with the Services.

1.14 **"Interface"** means any application programming interface (API), model context protocol (MCP) server or endpoint, software development kit (SDK), connector, library, webhook, or other technical mechanism that enables programmatic access to, interaction with, or retrieval of data or functionality from the Services.

1.15 **"Ordering Document"** means an order form, online order, or statement of work issued by Thomson Reuters and entered into by Customer specifying the Services and/or Professional Services to be provided.

1.16 **"Output"** means any data, content, or other materials generated by the AI Functionality of the Services and returned to Customer or its Users in response to a Customer Prompt.

1.17 **"Pilot Features"** means any Service, or feature, functionality, or component of a Service, that Thomson Reuters designates as a pilot, preview, early access, or similar pre-release offering, which are provided on the terms set out in Section 18 (Free Trial and Pilot Features).

1.18 **"Product Specific Terms"** means the product specific terms and conditions applicable to the Services, as updated from time to time, referenced in a link within the Ordering Document. Such Product Specific Terms are incorporated into the Agreement and apply only to the Services to which they relate.

1.19 **"Professional AI Tool"** means a third-party application or service whose primary purpose is to perform legal, audit, tax, compliance, or accounting research, analysis, drafting, summarization, automation, or similar tasks using artificial intelligence.

1.20 **"Professional Services"** means the professional services, such as consulting, integration, implementation, or training services, as may be described in the applicable Ordering Document.

1.21 **"Prompt"** means any prompt, instruction, request, or query submitted by Customer to the AI Functionality of the Services for the purpose of generating an Output.

1.22 **"Services"** means the Thomson Reuters software and software-based services provided under the Agreement (including Installed Software, cloud, or software-as-a-service solutions), which may include access to and use of any Thomson Reuters Content provided under the Agreement. Services exclude Professional Services.

1.23 **"Term"** means the duration of the Agreement as set out in the Ordering Document.

1.24 **"Third-Party Services"** means third-party applications, content, data, models, platforms, software, or services that interoperate with, are accessible through, or are used with the Services (including integrations and connectors), excluding (for the avoidance of doubt) publicly available websites surfaced, retrieved, or referenced by the Services without a direct commercial integration or license.

1.25 **"Third-Party Provider Terms"** means the separate terms, licenses, privacy notices, data processing agreements, acceptable use policies, and other conditions imposed by the providers of Third-Party Services, as updated from time to time, that govern Customer's use of those Third-Party Services. The current Third-Party Provider Terms are available at https://tr.com/thirdpartyterms or in the Ordering Document.

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1.26 **"Thomson Reuters"** means the legal entity within the Thomson Reuters group of companies specified in the Ordering Document with which Customer has entered into the Agreement.

1.27 **"Thomson Reuters Competitor"** means any entity that develops, markets, or sells software, content, or services substantially similar to that provided by Thomson Reuters or its Affiliates.

1.28 **"Thomson Reuters Content"** means any data, information, documents, publications, databases, datasets, articles, analyses, or other materials made available by Thomson Reuters as part of the Services or contained within an Output, whether delivered electronically, through online platforms, via an Interface, or otherwise. Thomson Reuters Content excludes (i) software or software-based functionality, including AI Functionality; (ii) Customer Data; and (iii) any publicly available third-party web content or materials surfaced, retrieved, or summarized by AI Functionality or other automated features of the Services.

1.29 **"Usage Information"** means data regarding access to and use of the Services generated or collected by Thomson Reuters (e.g., logs, diagnostics, performance/availability, feature use, support chatbots, device/technical information, and related metadata), excluding Customer Data.

1.30 **"Usage Units"** means quantifiable, discrete units of product or service, including but not limited to users, locations, transactions, features, capacity, tokens, or other metrics. Usage Units will vary by Service.

1.31 **"User"** means any individual end user authorized by Customer to access and use the Services. Users may include Customer's employees, contractors, or other personnel (and those of Customer's Affiliates) who are granted access credentials subject to the terms of the Agreement.

1.32 **"Work Product"** means any document, advice, report, filing, return, submission, computation, analysis, correspondence, or other material that is either (i) created by a User incorporating or informed by Outputs or Thomson Reuters Content; or (ii) produced directly by the Services by applying rules, logic, or calculations to Customer Data, in each case in the course of the User's business activities on behalf of Customer.

2. SERVICES

2.1. **Services and Documentation.** Subject to the terms of the Agreement, Thomson Reuters grants Customer a non-exclusive and non-transferable right during the Term to use, solely for its ordinary, internal business purposes: (i) the Services specified in the Ordering Document; and (ii) the Documentation in connection with Customer's use of Services.

2.2. **Affiliates and External Users.** Subject to the terms of the Agreement, Customer may permit its Affiliates and other external users (e.g., contractors or consultants acting on Customer's behalf) to access and use the Services as Users, provided (i) such Affiliate or external access and use is expressly permitted in an Ordering Document; (ii) Customer remains responsible for their compliance with the Agreement; and (iii) such Affiliate and external Users are not Thomson Reuters Competitors.

2.3. **Service Updates and Upgrades.** Thomson Reuters will update, modify, or remove parts of the Services from time to time, provided that such changes do not materially and adversely reduce the overall functionality of the Services ("**Service Updates**"). Thomson Reuters may also introduce new features, modules, or expanded functionality, that extend the existing scope of the Services ("**Service Upgrades**"). Service Updates and Service Upgrades form part of the Services and are subject to the Agreement, the Documentation, and any applicable Product Specific Terms. Service Upgrades may be subject to usage limits or additional charges. Where a Service Upgrade is provided at no additional charge, Thomson Reuters may impose usage limits on the Service Upgrade by notice to Customer in accordance with Section 19.4 (Notices). Where a Service Upgrade is subject to additional charges, such additional charges and any applicable usage limits will be set out in a separate Ordering Document.

2.4. **Use of Affiliates and Subcontractors.** Thomson Reuters may engage Affiliates and/or third-party subcontractors to provide the Services and Professional Services but remains fully responsible for their performance and compliance with the Agreement.

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2.5. **Installed Software.** To the extent Customer purchases a license or subscription to any Installed Software, such license or subscription is subject to and governed by the Installed Software License Terms found at https://tr.com/installed-software-terms.

3. AI IN THE SERVICES

3.1. **Use of Artificial Intelligence.** The Services may include AI Functionality designed to enhance functionality and the user experience. To the extent Customer uses AI Functionality within the Services, Customer acknowledges that (i) AI Functionality is probabilistic and, accordingly, features, behaviors, and results may vary by context and may at times be incomplete, inaccurate, out of date or reflect biases; and (ii) Output is not unique to Customer such that other customers or users may receive output that is the same as or similar to Output generated for Customer, provided that such Output is not created through the use or disclosure of Customer Data in breach of the Agreement.

3.2. **Responsibilities and Limitations.** Each party will at all times comply with laws governing the development, delivery, and use of artificial intelligence that apply in connection with the Agreement. Thomson Reuters will establish and maintain policies and processes designed to (i) ensure the ethical and responsible use and development of artificial intelligence in the Services; (ii) ensure appropriate data governance and human oversight in the development of artificial intelligence in the Services; (iii) assess and take steps to mitigate material risks related to artificial intelligence in the Services; (iv) ensure legally required assessments are performed; and (v) ensure artificial intelligence in the Services meet legally required standards related to absence of bias, accuracy, explainability, transparency, robustness, data protection, and cybersecurity based upon the intended purpose of the Services. Thomson Reuters shall not be liable for the accuracy, legality, or reliability of any Output or any decisions, actions, or omissions made or taken based on such Output. Thomson Reuters shall not be liable for Customer's use, modification, or reliance on any Output, including where used for consequential decision-making.

3.3. **Restrictions and Review of Output.** Customer may use AI Functionality only in compliance with the Documentation, Thomson Reuters AI Usage Policy (available at https://tr.com/ai-usage-policy), and AI usage policies within the Third-Party Provider Terms. Customer acknowledges that Output must be reviewed by a licensed or qualified professional before reliance, use, or distribution. Customer is solely responsible for verifying the accuracy, legality, and compliance of Output before reliance, use, or distribution.

3.4. **Outputs and Intellectual Property.** As between the parties, Customer owns the Output generated through its use of the AI Functionality, provided that such ownership is subject to Thomson Reuters and its third-party licensors' rights in and to (i) the Services, including the underlying models, algorithms, and system architecture; and (ii) any Thomson Reuters Content incorporated in or used to generate the Output. To the extent an Output includes or reproduces any Thomson Reuters Content or other materials owned by Thomson Reuters or its third-party licensors, Customer's rights to that portion are limited to the license granted under the Agreement and remain subject to Section 4 (Use of Services), including the restrictions in Section 4.4 (Restrictions on Use of Services), and any applicable Third-Party Provider Terms. For the avoidance of doubt, an Output derived exclusively from Customer Data (and not incorporating Thomson Reuters Content) shall, as between the parties, be owned solely by Customer.

3.5. **License to Prompts and Outputs.** Customer grants Thomson Reuters a license to use Prompts and Outputs for evaluative purposes to ensure that the AI Functionality remains safe, ethical and effective. Thomson Reuters will implement and maintain automated safeguards designed to avoid any review of potentially sensitive information (including confidential and identifying information) and to exclude any such Prompts and Outputs from samples used for evaluative purposes. Certain Product Specific Terms may include additional license grants or permissions.

3.6. **No Model Training.** Thomson Reuters will not, and will not permit its third-party providers to, develop, train, or fine-tune any generative artificial intelligence models or large language models using Customer Data or Output, unless agreed separately in writing.

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4. USE OF SERVICES

4.1. **General.** Thomson Reuters Content is proprietary, and its protection is essential to the Services Thomson Reuters provides. This Section 4 sets out the obligations, permitted uses, and restrictions that safeguard Thomson Reuters Content while providing Customer the rights necessary to make use of the Services. Notwithstanding any permitted use set forth in this Section, all restrictions in Section 4 apply, and no permission shall be construed to authorize any use otherwise prohibited.

4.2. **Customer Obligations.** Customer is responsible for the activity occurring under its accounts, including its Users' compliance with the Agreement. Customer shall:

(a) use the Services in accordance with the Agreement and the Documentation;

(b) obtain all necessary rights, permissions, and approvals (and, where required by law, valid consents or other lawful bases) from third parties to permit Thomson Reuters to use Customer Data to provide the Services;

(c) where appropriate, identify Thomson Reuters and any applicable third parties as the source of any Thomson Reuters Content;

(d) manage access to the Services, including but not limited to, ensuring that (i) only Users use the Services; (ii) User access is promptly disabled or terminated when the User leaves Customer's organization or when unauthorized use is suspected; and (iii) Customer and Users maintain the confidentiality of their login credentials; and

(e) promptly notify Thomson Reuters if Customer becomes aware of any unauthorized access or use of the Services.

4.3. **Permitted Use.** Subject to Section 4.2 (Customer Obligations) and Section 4.4 (Restrictions on Use) Customer may, solely for its ordinary, internal business purposes (including for the benefit of its clients if Customer is in the business of providing audit, tax, accounting, or legal services), (i) use the Services for their intended purpose in accordance with the Agreement; and (ii) download, print, transfer, or distribute limited extracts of Thomson Reuters Content on an infrequent, irregular, and ad hoc basis in order to create Work Product and may use a General Productivity AI Tool to assist with the creation of such Work Product. Outputs and Work Product that do not contain Thomson Reuters Content may be used by Customer without restriction.

4.4. **Restrictions on Use.** Customer will not and will not permit others to:

(a) provide or upload Thomson Reuters Content, in any quantity, to a Professional AI Tool;

(b) use Thomson Reuters Content in any third-party application that fails to qualify as an Enterprise Application;

(c) use, or permit any third-party tool, application, or system (including any Enterprise Application or General Productivity AI Tool) to use, Thomson Reuters Content to (i) train, retrain, fine-tune, develop, or improve any AI or machine-learning model, system, or underlying technology; or (ii) serve as a knowledge base, reference source, index, embeddings store, or retrieval or inference source from which any AI or machine-learning system generates output (including for retrieval-augmented generation);

(d) use Thomson Reuters Content in a manner that reaches such quantity or regularity as to have independent commercial value such that it could be used as a substitute for any part of the Services;

(e) copy, download, upload, transfer, or otherwise make Thomson Reuters Content available to any third-party tool, platform, or application (whether AI-enabled or not) for any purpose, except as expressly permitted in Section 4.3 (Permitted Use);

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(f) use automated, bulk, systematic, or programmatic methods (including APIs, MCPs, AI agents, scraping, crawling, or data-mining tools) to extract Thomson Reuters Content from the Services;

(g) use the Services, including by designing Prompts or queries whose primary purpose is the retrieval or reproduction of Thomson Reuters Content rather than the generation of a responsive Output, as a means of circumventing the limitations or restrictions in Section 4 (Use of Services);

(h) use Thomson Reuters Content or the Services, whether alone or in combination with any third-party tool, to create, develop, enhance, or operate any product or service that competes with any Thomson Reuters product or service;

(i) use the Services (or any part thereof) for evaluation, scoring, comparison, benchmarking, or other competitive analysis purposes against any service, industry benchmark, or other standard, including with respect to accuracy, completeness, relevance, citations, research coverage, hallucination or error rates, ranking, responsiveness, latency, throughput, reliability, functionality, features, workflows, user experience, pricing, productivity, quality, performance, or for any similar competitive purpose;

(j) copy, modify, reverse-engineer, decompile, disassemble, translate, or create derivative works of the Services or any part thereof, or otherwise misappropriate or infringe Thomson Reuters or any third party's intellectual property or privacy rights;

(k) sell, resell, sublicense, lease, distribute, translate, or otherwise commercially exploit Thomson Reuters Content or the Services;

(l) use Thomson Reuters Content or the Services for any unlawful, infringing, or harmful activity; or

(m) interfere with security or performance of the Services, gain unauthorized access to the Services, or connect the Services to external systems.

5. CUSTOMER DATA

5.1. **Customer Data and Intellectual Property.** As between the parties, Customer or its licensors own all intellectual property rights in Customer Data. Except for the limited rights expressly granted in the Agreement, Thomson Reuters acquires no right, title, or interest from Customer or its licensors in or to Customer Data.

5.2. **License to Customer Data.** Customer grants Thomson Reuters, its Affiliates, and subcontractors a worldwide, non-exclusive, license to host, copy, use, transmit, display, modify, and adapt Customer Data as necessary (i) to provide and support the Services and Professional Services; and (ii) for Thomson Reuters to comply with applicable laws and regulations. Certain Product Specific Terms may include additional license grants or permissions.

6. PROPRIETARY RIGHTS AND USAGE INFORMATION

6.1. **Thomson Reuters Intellectual Property.** As between the parties, all intellectual property rights in the Services, Thomson Reuters Content, and Documentation are owned by Thomson Reuters, its Affiliates, or its licensors. All rights not expressly granted to Customer under the Agreement are reserved. Customer must not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices included in the Services or Thomson Reuters Content.

6.2. **Usage Information.** Thomson Reuters may collect and use Usage Information. Usage Information is used for purposes such as technical and customer support, billing and account administration, analytics, benchmarking, and enhancing the design, functionality, and performance of the Services. Thomson Reuters owns all rights, title, and interest in and to Usage Information.

6.3. **Customer Feedback.** To the extent Customer owns intellectual property in Feedback, Customer hereby assigns such rights to Thomson Reuters, excluding any Customer Confidential Information, and Thomson Reuters may use any such Feedback provided by Customer or its Users in its sole discretion.

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6.4. **Brand Features and Publicity.** Customer grants Thomson Reuters a non-exclusive, worldwide, royalty-free license during the Term to use Customer's name, logo, and other brand features solely to (i) identify Customer as a customer of Thomson Reuters on its websites and in marketing or promotional materials; (ii) provide the Services or Professional Services; (iii) manage internal accounts; or (iv) comply with applicable law or regulation. Thomson Reuters will cease use under Section 6.4(i) above following Customer's written request.

7. THIRD-PARTY SERVICES

7.1. **Third-Party Services Managed by Thomson Reuters.** Where Third-Party Services are included in the Services, Thomson Reuters will provide access to such Third-Party Services through the Services. Customer is responsible for adhering to any applicable Third-Party Provider Terms.

7.2. **Third-Party Services Managed by Customer.** In addition to the Third-Party Services described in Section 7.1 above, the Services may allow for integration with or require access to Third-Party Services that are not included in the Services and are provided independently by third-party providers to Customer. Customer is solely responsible for obtaining and maintaining any such third-party licenses required for its use of independent Third-Party Services and for compliance with any relevant terms and conditions in this respect.

7.3. **Integrations.** If permitted by Thomson Reuters, Customer may utilize Integrations with the Services. Customer acknowledges and agrees that Customer's use of any Integrations is subject to and shall be governed by the applicable terms and conditions of Customer's separate agreement with the relevant third-party provider. Customer is solely responsible for complying with any requirements set forth by any such third parties. Thomson Reuters does not make any representations or warranties with respect to Integrations and will not be responsible for Customer's use of Integrations. If Customer chooses to use an Integration with the Services, Customer acknowledges and agrees that Customer is authorizing Thomson Reuters to access and share Customer Data with the third-party provider on Customer's behalf solely in order for the third-party provider to provide the relevant Integration to Customer. If Customer utilizes an Interface to submit Prompts, receive Outputs, or otherwise access Thomson Reuters Content or Services, then such use or access shall be subject to the terms of the Agreement.

8. PROFESSIONAL SERVICES

8.1. **Professional Services Warranty.** Thomson Reuters warrants that Professional Services will be performed by competent professionals with reasonable skill and care in a manner consistent with generally accepted industry standards. Customer's sole and exclusive remedy for breach of this warranty shall be the re-performance of the affected Professional Services, or, if Thomson Reuters fails to re-perform, a refund of the charges paid for the affected Professional Services.

8.2. **Intellectual Property in Professional Services.** Unless stated in an Ordering Document, all intellectual property in any Deliverables is owned by Thomson Reuters. Customer receives a non-exclusive, non-transferable license to use the Deliverables as needed to use the Services during the Term. Thomson Reuters may reuse general know-how, skills, ideas, and techniques acquired in performing Professional Services as well as Feedback, provided no Customer Confidential Information is disclosed.

8.3. **Applicability of Other Terms.** Except where otherwise expressly provided, references in these General Terms to "Services" shall include "Professional Services" with regard to Sections 6 (Proprietary Rights and Usage Information), 9 (Term, Charges and Payment), 13 (Confidentiality), 15 (Indemnification), 16 (Limitation of Liability), and 19 (General Provisions).

9. TERM, CHARGES, AND PAYMENT

9.1. **Term**. Unless otherwise specified in the applicable Ordering Document, the Agreement automatically renews for successive one-year terms unless either party provides the other with at least thirty (30) days' prior written notice of non-renewal before the end of the then-current Term.

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9.2. **Charges and Invoicing.** Charges are specified in the Ordering Document. Invoices are due within thirty (30) days of the date of invoice. Payments must be made to the Thomson Reuters entity and account specified in the invoice or by means of another payment mechanism made available by Thomson Reuters. All charges are non-refundable except as required by law or expressly stated in the Agreement. Invoice disputes must be notified within thirty (30) days of the date of the invoice.

9.3. **Overdue Charges.** If any invoiced amount is not received by Thomson Reuters by the due date, Thomson Reuters may, without limiting its other rights or remedies, (i) charge interest at a rate of up to one percent (1%) per month (but not less than twenty-five GBP (£25) per overdue invoice), or the maximum rate permitted by law, whichever is lower, from the due date until paid; and (ii) recover from Customer any reasonable costs of collection, including legal fees, collection agency fees, and late payment fees, in each case to the extent permitted by applicable law.

9.4. **Payment and Suspension of Services.** If any charge remains overdue for thirty (30) days or more, Thomson Reuters may suspend Services until such amounts are paid in full. Thomson Reuters will not exercise its rights under this Section 9.4 (Payment and Suspension of Services) if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

9.5. **Taxes.** Charges are exclusive of taxes and duties. Customer is responsible for all taxes and duties arising from its purchases and use of the Services (including by its Affiliates or Users in other jurisdictions). Customer is also responsible for providing and maintaining an accurate list of User locations to Thomson Reuters, where applicable, and for any related compliance obligations. If Thomson Reuters is required by law to collect taxes or duties for which Customer is responsible, Thomson Reuters will invoice Customer, and Customer will pay that amount unless a valid tax exemption certificate is provided. If Customer is required by law to withhold any taxes from amounts payable to Thomson Reuters, Customer will pay such additional amounts as are necessary to ensure that the net amount received by Thomson Reuters equals the amount it would have received had no such withholding been required, and will provide Thomson Reuters with reasonable evidence of the taxes withheld and paid to the relevant authority.

9.6. **Adjustment to Charges.** Unless otherwise stated in the Ordering Document, Thomson Reuters may adjust charges with effect from the start of each renewal term by providing at least sixty (60) days' prior written notice. Any other price changes or adjustments will be specified in the Ordering Document.

9.7. **User and Usage Limits.** The Ordering Document will specify the applicable Usage Units for the Services. User-based Usage Units may be reallocated to new Users, provided that the total number of Users does not exceed the limits set forth in the Ordering Document, subject to any location or access limitations or restrictions in the Agreement. Thomson Reuters may apply technical restrictions to enforce usage limits.

9.8. **Unused Usage Units.** Usage Units must be used within the applicable usage period specified in the Ordering Document, and any unused Usage Units at the end of that period do not carry over to any subsequent period and are forfeited without refund.

9.9. **Excess Use.** If Customer exceeds the scope of use, including any applicable Usage Units, specified in the applicable Ordering Document, Thomson Reuters may, in addition to any other remedies herein, invoice additional charges at the rates specified in the Ordering Document or at Thomson Reuters then-current standard pricing. Additional charges may apply where Customer's use of the Services increases beyond the agreed scope as a result of an assignment permitted under the Agreement and/or a merger, acquisition, change of control, or similar transaction.

10. DATA PROTECTION

10.1. **Data Processing.** In the event that Thomson Reuters processes personal data on behalf of Customer, Customer acts as the data controller and Thomson Reuters as the data processor, and such processing Customer Data shall be governed by the Data Processing Addendum available at https://tr.com/data-processing-addendum ("**DPA**"). Thomson Reuters processes personal data of Users and Customer's representatives as a data controller for account and service administration and other purposes in accordance with its Privacy Statement available at https://tr.com/en/privacy-statement. For clarity, where each party Processes any Personal Data as separate and independent Controllers (as those terms are

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defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

10.2. **Data Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Thomson Reuters will use reasonable, industry-standard measures designed to prevent the introduction of malicious code into the Services. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at https://tr.com/trdsa ("**DSA**") shall apply. Additionally, Customer will notify Thomson Reuters if it becomes aware of any unauthorized third-party access to (i) Thomson Reuters data or systems; or (ii) Customer's internal systems that could impact the Services, and Customer will use reasonable efforts to remedy identified security threats and vulnerabilities to Customer's systems.

11. SERVICE LEVEL COMMITMENTS AND SUPPORT

11.1. **Service Level Commitment.** Thomson Reuters will use commercially reasonable efforts to ensure a target uptime for the Services of 99.5%, as measured over each calendar month, excluding periods of unavailability due to one or more Exceptions defined below ("**Availability Requirement**"). Availability is measured excluding downtime caused by the following (each, an "**Exception**"): (i) misuse of, or unauthorized changes to, the Services by Customer or its authorized Users; (ii) failure, interruption or outage of internet connectivity of any infrastructure, including, hardware, software, system, network, facility, or other component not supplied by Thomson Reuters; (iii) maintenance under the Agreement; (iv) force majeure events; (v) data corruption due to user error; or (vi) any actions, inactions or omissions (including but not limited to technical failures) of a third-party provider outside of Thomson Reuters reasonable control. The Availability Requirement does not apply to non-production environments (including development, test, QA, and disaster recovery).

11.2. **Monitoring and Maintenance.** Thomson Reuters monitors and maintains the Services as part of its standard service operations. Maintenance is generally performed without downtime or during low-usage periods. Where scheduled downtime is required, Thomson Reuters aims to provide at least thirty (30) days' prior notice and to schedule such downtime outside normal business hours where reasonably practicable. Unscheduled maintenance or updates may be deployed as needed. Thomson Reuters may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

11.3. **Support Provided**. To assist in resolving technical problems with the Services, Thomson Reuters or its agents may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at https://tr.com/support-and-training. To support the operation, reliability, and integrity of the Services, Thomson Reuters may review Customer Data to investigate reported issues, Service anomalies, or potential defects identified through Thomson Reuters quality assurance, monitoring, or risk assessment measures. Such reviews are limited to diagnosing root causes, maintaining system performance, correcting identified inaccuracies, and supporting service continuity. All reviews will comply with Thomson Reuters confidentiality, data protection, and security obligations under the Agreement. Subject to the parties agreeing in advance to the terms, scope, and charges in a separate Ordering Document, additional charges may apply for assistance with: (i) issues caused by Customer or third-party information or materials; (ii) any Services, or any versions of Services, that Thomson Reuters has advised are unsupported; (iii) issues caused by Customer's failure to follow Thomson Reuters instructions or specifications; (iv) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to Thomson Reuters; or (v) Customer's networking or operating environment or issues caused by that.

12. COMPLIANCE

12.1. **Compliance with Laws.** Each party will comply with all laws and regulations applicable to its performance under the Agreement, and each party is responsible for such compliance by its Affiliates, personnel, agents, and subcontractors.

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12.2. **Export Controls and Sanctions.** Each party must ensure compliance with applicable export control and sanctions laws and regulations (including, to the extent applicable, those of Canada, the European Union, Switzerland, the United Kingdom, and the United States). Customer must not export, re-export, transfer, or allow access to or use of the Services contrary to such laws, including to countries or territories subject to embargo or parties subject to sanctions, and Customer represents that neither it, its owners, nor its Users are subject to sanctions or trade restriction lists. Thomson Reuters may suspend access or terminate the Agreement for breach of this Section 12.2.

12.3. **Anti-Corruption.** Each party will comply with applicable anti-corruption and anti-bribery laws (including, to the extent applicable, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act). Neither party will offer, give, solicit, or accept any bribe, kickback, payment, gift, or thing of value that is illegal or improper in connection with the Agreement.

12.4. **Compliance with Code of Business Conduct and Ethics.** Thomson Reuters adheres to the Thomson Reuters Code of Business Conduct and Ethics located online here: https://ir.thomsonreuters.com/corporate-governance/code-conduct.

13. CONFIDENTIALITY

13.1. **Obligations of Confidentiality.** The Receiving Party will (i) protect the Disclosing Party's Confidential Information using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care); (ii) use it only to perform its obligations or exercise its rights under the Agreement; and (iii) disclose it only to employees, contractors, and professional advisors who need to know and are bound by obligations at least as protective as those herein. These obligations apply during the Term of the Agreement and for five (5) years after termination or expiration and for trade secrets for so long as they remain trade secrets under applicable law.

13.2. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information if required by law, regulation, subpoena, or court order, provided that, where legally permitted, it gives the Disclosing Party prior notice and reasonable assistance to contest or limit the disclosure. Additionally, the Receiving Party may disclose the terms of the Agreement to actual and potential investors, lenders, and acquirers, and their professional advisors, in connection with evaluating an investment or acquisition.

14. WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

14.1. **SERVICE WARRANTY.** THOMSON REUTERS WARRANTS THAT THE SERVICES WILL CONFORM IN ALL MATERIAL RESPECTS TO THE DOCUMENTATION. IF THE SERVICES FAIL TO COMPLY, CUSTOMER MUST NOTIFY THOMSON REUTERS IN WRITING. THIS WARRANTY DOES NOT APPLY TO PROBLEMS CAUSED BY CUSTOMER'S USE OF THE SERVICES NOT IN ACCORDANCE WITH THE AGREEMENT OR THE DOCUMENTATION. PROFESSIONAL SERVICES ARE WARRANTED SOLELY AS SET OUT SECTION 8 (PROFESSIONAL SERVICES).

14.2. **EXCLUSIVE REMEDY.** CUSTOMER'S EXCLUSIVE REMEDY UNDER SECTION 14.1 (SERVICE WARRANTY) IS FOR THOMSON REUTERS, AT ITS EXPENSE AND OPTION, TO REPAIR, MODIFY, OR REPLACE THE NON-CONFORMING SERVICES (OR PART THEREOF) WITH COMPARABLE FUNCTIONALITY. UPON RECEIPT OF CUSTOMER'S NOTICE UNDER SECTION 14.1 (SERVICE WARRANTY), THOMSON REUTERS WILL PROVIDE A REASONABLE, ESTIMATED TIMELINE FOR REMEDYING THE MATTER. IF THOMSON REUTERS FAILS TO PROVIDE THE AFOREMENTIONED REMEDY WITHIN THE TIMELINE PROVIDED BY THOMSON REUTERS, CUSTOMER MAY TERMINATE THE AGREEMENT AS TO THE AFFECTED SERVICES UNDER SECTION 17.3 (TERMINATION FOR CAUSE) BY WRITTEN NOTICE STATING THE GROUNDS. THIS SECTION 14.2 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW AND DOES NOT LIMIT ANY NON-EXCLUDABLE REMEDIES FOR THOMSON REUTERS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14.3. **NO ADVICE.** THOMSON REUTERS PROVIDES THE PROFESSIONAL SERVICES, SERVICES (INCLUDING THOMSON REUTERS CONTENT), DOCUMENTATION, TRANSLATIONS, AND DATA FOR INFORMATIONAL PURPOSES ONLY AND NOT AS FINANCIAL, LEGAL, TAX, ACCOUNTING, COMPLIANCE, OR OTHER PROFESSIONAL ADVICE. SOME INFORMATION MAY INCLUDE THIRD-PARTY OPINIONS OR MATERIALS DERIVED FROM PUBLICLY AVAILABLE WEBSITES (INCLUDING THROUGH WEB SEARCH FUNCTIONALITY),

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FOR WHICH THOMSON REUTERS IS NOT RESPONSIBLE. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY OUTPUT, DATA, AND DOCUMENTS INCLUDED IN OR GENERATED BY THE SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON THEM.

14.4. **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE PROFESSIONAL SERVICES, SERVICES, AND THOMSON REUTERS CONTENT ARE PROVIDED "AS-IS". THOMSON REUTERS DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES, SERVICES, OR THOMSON REUTERS CONTENT WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS, OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND THOMSON REUTERS WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NON-INFRINGEMENT.

15. INDEMNIFICATION

15.1. **Indemnification by Thomson Reuters.** Thomson Reuters shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents from and against any damages, losses, fines, penalties, and expenses arising out of any third-party claim alleging that Customer's use of the Services in accordance with the Agreement infringes that third party's intellectual property rights. Thomson Reuters obligations under this Section 15.1 shall not apply to claims resulting from (i) the combination of all or part of the Services with other products, technology, Customer Data, or other data not supplied by Thomson Reuters; (ii) modifications to the Services by Customer or any third-party not authorized by Thomson Reuters, (iii) use of a version of the Services after Thomson Reuters has notified Customer of a requirement to use a subsequent version; or (iv) Customer's use of the Services in violation of the Agreement or applicable law.

15.2. **Third-Party Limitation.** Where the indemnity obligation in Section 15.1 (Indemnification by Thomson Reuters) arises from Third-Party Services licensed to Customer by Thomson Reuters, Thomson Reuters monetary liability to Customer arising from such Third-Party Services will be limited to two (2) times the amount payable by Customer to Thomson Reuters for the affected Services during the twelve (12)-month period immediately preceding such claim.

15.3. **Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Thomson Reuters, its Affiliates, and their respective officers, directors, employees, and agents from and against any damages, losses, fines, penalties, and expenses arising from any third-party claim (i) alleging that Thomson Reuters or its Affiliates' use of Customer Data infringes or misappropriates any intellectual property or other proprietary rights of such third party; (ii) relating to Customer's, its Affiliates, Users, or subcontractor's use of Thomson Reuters or its third-party provider's intellectual property in breach of the Agreement or applicable law; or (iii) relating to any access to, use of, or reliance on the Services by any person or entity to whom Customer or its Users provide access to or the benefit of the Services (including Thomson Reuters Content), in each case except to the extent caused by Thomson Reuters breach of the Agreement.

15.4 **Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party of any claim subject to indemnification (provided that failure to give prompt notice will not relieve the indemnifying party of its obligations except to the extent materially prejudiced); (ii) allow the indemnifying party to control the defense and settlement of the claim using counsel of its choice, provided that any settlement imposing non-monetary obligations or an admission of fault on the indemnified party requires its prior written consent; and (iii) provide reasonable assistance, at the indemnifying party's expense.

15.5. **Remedial Actions.** If the Services, or any part thereof, is found, or Thomson Reuters reasonably believes it is likely, to infringe third-party intellectual-property rights, Thomson Reuters may, at its discretion and expense (i) procure for Customer the right to continue using the Services; (ii) modify or replace the affected part to make it non-infringing without materially and adversely reducing the overall functionality of the Services; or (iii) if these options are not commercially reasonable, terminate the affected Services and provide a pro-rata refund of prepaid recurring charges.

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16. LIMITATION OF LIABILITY

16.1. **LIMITATION OF LIABILITY.** IN ANY CALENDAR YEAR, EACH PARTY'S TOTAL LIABILITY TO THE OTHER UNDER OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM (OR, IF THE CLAIM ARISES WITHIN THE FIRST TWELVE (12) MONTHS, TWELVE (12) TIMES THE AVERAGE MONTHLY CHARGES PAYABLE DURING THAT PERIOD). THIS CAP APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT.

16.2. **ENHANCED CAP FOR CONFIDENTIALITY AND DATA PROTECTION.** NOTWITHSTANDING THE FOREGOING, FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY, DATA PROTECTION, OR INFORMATION SECURITY OBLIGATIONS UNDER THE AGREEMENT (INCLUDING THE DPA OR DSA), THAT PARTY'S TOTAL AGGREGATE LIABILITY IN ANY CALENDAR YEAR WILL NOT EXCEED TWO (2) TIMES THE CAP SET OUT IN SECTION 16.1 (LIMITATION OF LIABILITY). FOR THE AVOIDANCE OF DOUBT, THIS SECTION 16.2 REPLACES (AND DOES NOT MULTIPLY) THE CAP IN SECTION 16.1 FOR SUCH CLAIMS.

16.3 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, REVENUES, GOODWILL OR REPUTATIONAL HARM, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE, OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION DOES NOT APPLY WHERE PROHIBITED BY LAW.

16.4. **EXCEPTIONS TO LIMITATION.** NOTHING IN SECTION 16.1 (LIMITATION OF LIABILITY) OR SECTION 16.2 (ENHANCED CAP FOR CONFIDENTIALITY AND DATA PROTECTION) LIMITS EITHER PARTY'S (OR THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS) LIABILITY FOR: (I) NEGLIGENCE CAUSING DEATH OR PERSONAL INJURY; (II) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (III) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS IN SECTION 4 (USE OF SERVICES); (V) CUSTOMER'S FAILURE TO COMPLY WITH ITS PAYMENT OBLIGATIONS; (VI) A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 15 (INDEMNIFICATION), OTHER THAN TO THE EXTENT DESCRIBED IN SECTION 15.2 (THIRD-PARTY LIMITATION); OR (VII) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

17. SUSPENSION AND TERMINATION

17.1. **Suspension of Services.** Thomson Reuters may suspend or limit Customer's access to the Services if (i) Customer or its Users materially breach the Agreement; (ii) payment is overdue as set out in Section 9 (Term, Charges and Payment); (iii) needed for security, legal or regulatory reasons, to maintain service integrity, performance, or availability, or to enforce technical or contractual usage limits applicable to the Services or APIs, including by temporarily restricting or disabling access where necessary; or (iv) required by a third-party provider. Where practicable, Thomson Reuters will give prior notice of suspension. Charges remain payable during suspension, provided, however, if the suspension is not due to the fault of Customer, a pro-rata credit will apply. Notwithstanding any other provision in the Agreement, Thomson Reuters may, without prior notice, suspend or limit Customer's use of the Services due to Customer's violation of Section 4 (Use of Services) or Section 6 (Proprietary Rights and Usage Information), and Thomson Reuters reserves the right to suspend or limit Customer's use of the Services during any investigation of a suspected violation of the same.

17.2. **Service Discontinuation.** Thomson Reuters may discontinue Services in its entirety or material components thereof with at least six (6) months' prior notice, unless earlier discontinuation is required to comply with laws or the action of a third-party provider. In any such case, Customer will receive a pro-rated refund of prepaid recurring charges covering the post-discontinuation period of the Term.

17.3. **Termination for Cause.** Either party may terminate the Agreement for cause (i) upon written notice to the other party if such other party materially breaches the Agreement and such breach remains uncured for thirty (30) days after written notice thereof; (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the

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benefit of creditors; or (iii) if so required by law. Thomson Reuters may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of Customer's use of the Services if Thomson Reuters determines that the cause of the suspension or limitation is not capable of cure or has not been cured within the timeframe required by Thomson Reuters. Notwithstanding any other provision in the Agreement, if Customer violates Section 4 (Use of Services) or Section 6 (Proprietary Rights and Usage Information) such violation shall be deemed a material breach, and Thomson Reuters may immediately terminate the Agreement, in whole or in part, upon written notice.

17.4. **Refund upon Termination.** If either party is permitted to terminate and validly terminates the Agreement, Customer shall be entitled to a pro-rata refund for any recurring charges paid in advance for Services not yet rendered, except that no refunds or credits shall be provided, and Customer shall remain liable for all charges for the remainder of the Term, to the extent permitted by law, in the event of a Thomson Reuters termination pursuant to Section 17.3 (Termination for Cause).

17.5. **Effect of Termination.** Upon termination of the Agreement, Customer's right to use the Services and Thomson Reuters obligation to deliver them immediately cease, except for the obligations in Sections 17.6 (Treatment of Customer Data upon Termination) and 17.7 (Customer Deletion of Thomson Reuters Materials). Termination does not preclude either party from seeking available legal remedies.

17.6. **Customer Data upon Termination.** Upon Customer's written request on or before the effective date of termination, Thomson Reuters will either (i) provide Customer with a copy of Customer Data hosted in the production environment in a Thomson Reuters standard format within thirty (30) days following the effective date of termination; or (ii) prior to the effective date of termination, allow Customer to self-extract a copy of Customer Data hosted in the production environment in Thomson Reuters standard format. Any additional or different Customer Data extraction support requested by Customer may be subject to additional charges and must be agreed upon by the parties in a separate Ordering Document. Unless otherwise specified in Product Specific Terms or agreed in writing between the parties, upon Customer's written request at termination, Thomson Reuters will delete Customer Data hosted in the production environment within ninety (90) days after termination. Customer Data in backup or archival systems will be deleted in the normal course of business, subject to any legally required retention obligations, provided that such Customer Data will remain subject to the confidentiality and non-use obligations in the Agreement.

17.7. **Customer Deletion of Thomson Reuters Materials.** Upon termination of the Agreement, or earlier expiration or termination of the applicable use right or license, Customer must, within thirty (30) days, delete (i) any Documentation, API packages, software development kits, libraries, connectors, or similar technical components provided by Thomson Reuters in connection with Customer's access to or use of the Services; and (ii) any Thomson Reuters Content, including downloaded or printed copies of Thomson Reuters Content, except where (1) retention is expressly permitted under the Agreement; (2) used in accordance with Section 4.3 (Permitted Use); or (3) required by applicable law.

18. FREE TRIAL AND PILOT FEATURES

18.1. **Availability and Purpose.** This Section 18 will apply to any Free Trial or Pilot Features. Thomson Reuters may, at its discretion, offer a Free Trial or Pilot Features. Free Trials and Pilot Features, to the extent applicable in each case, form part of the Services and are subject to the Agreement, including all rights and obligations of the parties thereunder, regardless of the means by which Customer or its Users access or interact with such Free Trials or Pilot Features. Thomson Reuters will notify Customer of the availability of specific Pilot Features either directly or through the applicable Service (including via in-app notification). Free Trials are provided solely for evaluation purposes, at Customer's own risk. Customer may not download Thomson Reuters Content as part of a Free Trial.

18.2. **Free Trial Term and Access.** Any Free Trial will expire at the earlier of: (i) the end of the applicable trial period; (ii) the start date of any paid Services; or (iii) termination by Customer or Thomson Reuters upon written notice at any time. Any Free Trial is limited to the maximum number of Users specified by Thomson Reuters and may be subject to additional functional or usage limitations, which may differ from those applicable to paid Services. Thomson Reuters may immediately suspend or terminate the Free Trial if it reasonably suspects a breach of the Agreement.

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18.3. **Pilot Features.** Thomson Reuters may, at its sole discretion and at any time, without prior notice and without liability: (i) materially modify, limit, or discontinue any Pilot Feature, in whole or in part; (ii) cap, throttle, meter, restrict, or suspend Customer's or any User's access to or use of any Pilot Feature; or (iii) withdraw any Pilot Feature entirely or selectively by customer segment or geography. Pilot Features are not guaranteed to be made generally available in any form and do not form part of any committed scope of Services unless and until included in an Ordering Document or otherwise notified by Thomson Reuters. Unless separately agreed in writing, Section 11.1 (Service Level Commitment) does not apply to Pilot Features. Use of specific Pilot Features may be subject to additional terms and usage limits provided by Thomson Reuters in a notice to Customer (and such notice may be provided within the applicable Services).

18.4. **Liability and Disclaimers.** FREE TRIALS AND PILOT FEATURES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THOMSON REUTERS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO FREE TRIALS AND PILOT FEATURES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING THAT FREE TRIALS AND PILOT FEATURES FORM PART OF THE SERVICES, LIABILITY ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF A FREE TRIAL OR PILOT FEATURE IS SUBJECT TO SECTION 16 (LIMITATION OF LIABILITY), PROVIDED THAT THOMSON REUTERS' TOTAL AGGREGATE LIABILITY WITH RESPECT TO FREE TRIALS AND PILOT FEATURES WILL NOT EXCEED $10,000 USD (OR THE EQUIVALENT IN CUSTOMER'S LOCAL CURRENCY BASED ON A PUBLICLY AVAILABLE EXCHANGE RATE ON THE DATE THE CLAIM FIRST AROSE). FOR THE AVOIDANCE OF DOUBT, THIS CAP IS SEPARATE FROM AND DOES NOT REDUCE THE LIABILITY CAP APPLICABLE TO THE SERVICES GENERALLY UNDER SECTION 16.1 (LIMITATION OF LIABILITY).

19. GENERAL PROVISIONS

19.1. **Order of Precedence.** If there is a conflict or inconsistency among the documents forming the Agreement, the following order of precedence applies (highest to lowest), but only with respect to the subject matter each document governs: (i) Thomson Reuters AI Usage Policy; (ii) Third-Party Provider Terms (to the extent applicable to the relevant Third-Party Service); (iii) the applicable Ordering Document; (iv) any Product Specific Terms applicable to the Services; (v) these General Terms; and (vi) any remaining provision or element of the Agreement.

19.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior agreements, communications, and representations, whether written or oral.

19.3. **Updates to Terms.** Thomson Reuters may, at any time by providing Customer with thirty (30) days' notice, update these General Terms, any applicable Product Specific Terms, or any additional terms incorporated into these General Terms (including, but not limited to, Third-Party Provider Terms, DPA, and DSA) for legitimate business, legal, or technical reasons (such as compliance with new laws, security, functionality, or changes in the Services or changes in the URLs at which any such terms are posted). Notice will be deemed given by posting the updated terms on Thomson Reuters website here: https://tr.com/customer-contracting-hub, through the Services or Customer's account (e.g., My Account or Self-Service Portal), in a renewal notice, or by other reasonable means. Updates take effect at the end of the notice period. Customer's continued use after the notice period constitutes acceptance unless prohibited by law.

19.4. **Notices.** Unless stated otherwise, legal notices must be in writing and sent by courier or email to the contacts in the Ordering Document (or as updated by notice) and are effective upon receipt. Customer is responsible for keeping its contact details current. Thomson Reuters may provide operational or technical notices via in-product posting or on a designated site.

19.5 **No Waiver.** No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.

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19.6 **Severability.** If any provision in the Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remaining provisions of the Agreement will remain in full force and effect.

19.7 **Interpretation.** Any words following the terms "including", "include", "in particular", "for example", or other similar expressions shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

19.8. **Assignment.** Neither party may assign the Agreement or any right or obligation under it, without the other party's prior written consent (not to be unreasonably withheld or delayed). However, Thomson Reuters may assign the Agreement in whole or in part, without consent or notice, to an Affiliate or in connection with a merger, acquisition, disposition, or sale of all or substantially all assets relating to a product line or business. Customer may assign the Agreement in whole or in part, without consent, to an Affiliate or in connection with a merger, acquisition, disposition, or sale of all or substantially all of its assets, provided that Customer provides Thomson Reuters with prompt written notice. Notwithstanding anything else herein to the contrary, Customer may not assign the Agreement to a Thomson Reuters Competitor. Any assignment in contravention of this Section 19.8 is void. The Agreement binds and benefits the parties and their successors and permitted assigns.

19.9. **Independent Contractors.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

19.10. **Third-Party Rights.** Any rights conferred on third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 will be excluded, except that Thomson Reuters Affiliates and the third-party providers of Thomson Reuters benefit from Thomson Reuters rights and remedies under 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. Except for the foregoing, no other third parties have any rights or remedies under the Agreement.

19.11. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control, including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, pandemics, epidemics, civil or military disturbances, nuclear or natural catastrophes, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services, including widespread internet or cloud service disruptions and malicious cyberattacks (e.g., DDoS) to the extent not caused by the affected party's failure to implement reasonable security measures. The affected party must notify the other and take reasonable steps to mitigate the impact. If the event lasts more than thirty (30) days, either party may terminate the Agreement.

19.12 **Survival.** Sections concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of the Agreement, including, without limitation, the sections regarding proprietary rights, return of Customer Data, confidentiality, indemnification, limitation of liability and general provisions.

19.13. **Dispute Resolution.**

(a) **Amicable Resolution.** In the event of a dispute, the parties agree that, except where injunctive or other equitable relief is sought, they shall engage in good faith discussions prior to commencing litigation. Such discussions shall continue for a period of thirty (30) days from the date one party provides written notice of the dispute to the other.

(b) **Injunctive Relief.** Notwithstanding Section 19.13(a) either party may seek injunctive or other equitable relief from any court of competent jurisdiction at any time in addition to any other remedies available at law, to the extent permitted by law.

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19.14. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by the laws of the England and Wales without giving effect to conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the exclusive jurisdiction of the courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

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