



TR and Customer have entered into an Order Form that incorporates the terms set out in this Schedule (the “Software Schedule”) and the Master Terms.

1. SCOPE

- 1.1. This Software Schedule applies whenever Customer licenses Software. Capitalized terms used in this Software Schedule but not defined in clause 7 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to those provided in this Software Schedule will be included in an Order Form and/or Product Notes, as the case may be.

2. DELIVERY, INSTALLATION AND HOSTING

- 2.1. Delivery. TR will use reasonable endeavours to make the Software available to Customer (including, where applicable, issuing an electronic key for activating the Software) on the Start Date specified on the Order Form or, where there is no such date, within a reasonable period from the date that the Order Form is binding on the parties. TR may make the Software available by requiring Customer to retrieve it or by delivering it to Customer via an electronic method. Delivery of Software shall have occurred when TR has made the Software available via download to a Customer computer system or, in the case of Hosted Applications when the applicable access password has been provided to Customer.
- 2.2. Operating Specifications, Installation and Hosting. If applicable, TR will provide Customer with the operating specifications and installation instructions for the Software. Customer shall secure its computing environments according to generally accepted industry standards to ensure that the Software is secure and cannot be accessed by any unauthorised party. For Hosted Applications, TR shall be responsible for the installation and hosting of the Software. TR may, in its absolute discretion, host itself or sub-contract hosting of the Software to a Hosting Party. Where Hosted Applications are subject to a separate, itemised hosting Fee, this is specified on the applicable Order Form.
- 2.3. Acceptance. Acceptance occurs when TR makes the Software or the Hosted Application available to Customer for delivery in accordance with clause 2.1.

3. USAGE PERMISSIONS AND RESTRICTIONS

- 3.1. Software. Subject to the terms of the Agreement and for the term set out on the applicable Order Form, TR permits Customer on a limited, non-exclusive, non-transferable basis, to install (unless Customer is taking a Hosted Application) and use the Software for the number and type of Users at the Customer Locations as specified on the Order Form solely for its own internal business purposes. Unless otherwise set out in an applicable Order Form, Software shall not include Modules.
- 3.2. Hosted Applications. Where access to a Hosted Application is to be provided to Customer by TR, subject to the terms of the Agreement and for the term set out on the applicable Order Form, TR grants to Customer a limited, non-exclusive, non-transferable right to allow access to the Hosted Application(s) for the number and type of Users at the Customer Locations as specified on the Order Form solely for its own internal business purposes. Customer will be required to supply to TR certain information about Customer’s system administrator including name, address, telephone number and other identifying information.
- 3.3. Authorised Use. Customer is hereby authorised to do the following:
 - (i) use Software and Documentation at the Customer Location or access and/or use Hosted Applications licensed hereunder solely in the conduct of its own internal business;
 - (ii) if applicable, print from CD or download in .pdf format the Documentation to use in support of the Software or the Hosted Application;
 - (iii) use the Hosted Application with any database(s) provided by TR.

Unless explicitly authorised by TR in writing, Customer is not authorised to rent, lease, lend, sublicense, give, sell, resell, or otherwise transfer the Documentation or the Software, or permit any unauthorised third party to access the Software, the Documentation or the Hosted Application.

- 3.4. Back-Ups. Customer may make a reasonable number of back-up copies of the Software provided under this Software Schedule per location where Customer is authorised to have the Software installed. Unless otherwise stated on the Order Form, back-ups may not be installed to the extent the main production system is live, other than for testing.
- 3.5. Third Party Use. Customer agrees to indemnify and hold TR harmless from and against liabilities, losses, costs, and expenses (including reasonable attorney’s fees) incurred by TR in connection with a third party’s use of the Software or the Hosted Application on behalf of Customer, or breach of any confidentiality or license obligations. Unless otherwise expressly stated on the applicable Order Form, access to the Software or the Hosted Application is limited to the number of Users and/or entities (if applicable), as set forth on the applicable Order Form.
- 3.6. Supplemental Software. TR may make available to Customer, software for use in connection with other Thomson Reuters products (“Supplemental Software”). All Supplemental Software will be licensed to Customer under a licence agreement which will accompany the Supplemental Software. By using the Supplemental Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Customer agrees to be bound by the terms and conditions of the accompanying license agreement. If Customer does not so agree, Customer must return any tangible copies of the Supplemental Software in its possession or control.
- 3.7. Use by Professional Firms. If Customer is a Professional Firm, then the words “internal business” as used in clauses 3.1, 3.2 and 3.3(i) shall include use by Customer on behalf of Customer’s Clients.

4. WARRANTY

- 4.1 Where the Software is licensed to the Customer on an installed basis under the Agreement, TR: (i) warrants to Customer that the Software (excluding Updates and Upgrades) will operate without Errors during the Warranty Period; and (ii) will use reasonable endeavors to repair or replace the Software or provide a workaround to correct any Error reported to TR during the Warranty Period in a reasonable time and manner. If TR is unable to correct any reported Error in a reasonable time and manner, Customer may terminate this Agreement for the affected Software by notice to TR to be received promptly following such reasonable period. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND TR’S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REFUND THE APPLICABLE FEE, whereupon the licenses granted will immediately terminate. TR is not responsible under this warranty for any Error in the Software not reported during the Warranty Period or which results from any of the Support Exceptions described in the Master Terms.

5. ADDITIONAL DISCLAIMER

- 5.1 TR is not responsible for any loss of or damage to data during transmission via the internet or public electronic communications networks.

6. MARKETING

Notwithstanding clause 7.3 of the Master Terms, so long as TR complies with the terms of this Software Schedule and the Master Terms, TR may include Customer and Customer’s logo in current customer lists on TR websites and other promotional materials, which are shown to prospective customers.



7. DEFINITIONS

For purposes of this Software Schedule, the term “Software” does not include APIs, Modules, or Upgrades, unless specifically set out in the applicable Order Form.

Client – a client or prospective client of the Customer.

Customer Location - the location(s) specified on the applicable Order Form.

Documentation – the written, printed, or electronic documentation and technical information TR makes generally available in relation to the Software and the Hosted Application as may be updated or amended from time to time as necessary.

Error - means a material and reproducible failure of the Software to perform substantially in accordance with the then current applicable Documentation.

Hosted Application - TR Software to which Customer is granted certain access and usage rights under the Agreement, which is installed on TR owned and/or controlled computer systems, but accessed by Customer via the Internet.

Hosting Party – a party designated by TR to host the Software.

Modules - part(s) of Software that are offered as free-standing components, the addition or removal of which does not materially reduce the original functionality of other components of the Software.

Product Notes – the notes (if any) that are referred to and incorporated into an Order Form as required, setting out further terms applicable to the Software and Hosted Application.

Professional Firm – a professional firm is in the business of providing audit, tax, accounting, or legal services to its Clients.

Warranty Period - means a period of 90 days beginning on acceptance of the Software in accordance with clause 2.3 of this Software Schedule.