



Acritas Product Specific Terms v 1.2 (13/11/20)

1. APPLICABILITY

- 1.1 These Product Specific Terms apply when you purchase a licence to use Acritas products or services (the Services”) as set forth in the applicable order form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, Product Specific Terms and any other applicable schedules and general or master terms and conditions.

2. LICENCE AND PROPRIETARY RIGHTS IN REPORTS

- 2.1 We maintain all rights, title, and interest in the Reports,
- 2.2 In respect of any Report to be supplied to you as part of the Services, we hereby grant to you a non-exclusive non-transferable right to use the Report for your own internal marketing and practice development, but for no further use.
- 2.3 You must restrict access to the Reports provided by us to your own employees.
- 2.4 You must not license or resell the Reports or modify them in any way.
- 2.5 If we affix to any Report your name and logo then you hereby grant to us a non-exclusive licence to use your name and logo on any Report so generated.

3. YOUR DATA

- 3.1 You shall be solely responsible for the accuracy of any data submitted to us in relation to the provision of Services.
- 3.2 You represent and warrant that you have all necessary rights, licences, consents and permissions which are required to enable us to use your data for the purposes of providing the Services to you.
- 3.3 Your data must not contain any material that is (a) obscene, offensive or defamatory (b) infringes any copyright, database right, trade mark or right of privacy of any other person and (c) made in breach of any legal duty owed to a third party such as a contractual duty or duty of confidence. We reserve the right to remove any data we consider to be in breach of these terms.

- 3.4 You grant to us a worldwide, royalty free, perpetual, non exclusive licence to use, copy, disclose, distribute, incorporate and otherwise use your data for the purposes of (a) displaying the data within the Services, and (b) archiving any data for disputes or legal proceedings.
- 3.5 You acknowledge and agree that the data you provide to us may be used by us for benchmarking purposes. All data used in conducting benchmarking analysis will be in aggregate, anonymous form. Your identity and the identities of any individuals will not be associated with data made available to third parties as a result of benchmarking analysis.
- 3.6 Except as set forth in this Section 3, we agree that we shall not use any data you submit to us in relation to the Services for any other client or for use in any other research project.

4. DEFINITIONS

“Report” the provision of data to you as part of the Services
 whether in report form or as otherwise agreed between
 the parties