



1. SCOPE

- 1.1. These Product Notes apply whenever Customer licenses Contract Express Software for installation or purchases the Contract Express Hosted Application. Capitalized terms used in these Product Notes if not defined in clause 8 are defined in the Master Terms or the Software & Professional Services Schedule.
- 1.2. In some cases additional or modified rights to those provided in these Product Notes will be included in an Order Form and/or SOW, as the case may be.

2. SCOPE OF ACCESS

- 2.1. Pursuant to the Customer's right to install the Software or access the Hosted Application, the Customer may permit Customer Users full access to the functions offered by the Services. If Client Use is licensed by the Customer, Client Users may only have limited Client Use access to the Services. The Customer shall not grant any administration rights to any Client User.
- 2.2. In relation to the Users, unless otherwise agreed with TR, the Customer is responsible for the administration of Customer User and Client User access including allocation and removal of access.
- 2.3. The Customer shall be responsible for any breach of the terms of this Agreement and/or any TR terms of use applying to Users, Clients, Client Use and Guest Access by any of its Affiliates, Users and any other person who accesses the Services using Customer access credentials or systems (whether permitted to do so by the Customer or not).
- 2.4. In respect of the Client Use Space: Customer shall:
 - (a) be entitled to customise any Client Use Space using the functionality within the Software or the Hosted Application but not otherwise. Where Customer uploads a logo or other branding ("Logo") of Customer and/or Client to a Client Use Space, Customer hereby grants to TR for the term of the Agreement, a non-exclusive licence to publish the Logo on the applicable Client Use Space. In the case of a Client Logo, Customer warrants that it is entitled to grant such a licence.
 - (b) not amend, modify or replace any TR terms of use posted to the Client Use Space unless expressly permitted by TR, in writing to do so.
- 2.5. If the Customer purchases a Guest Access subscription, it entitles the Customer to permit access to an unlimited number of its Templates for Guest Access by an unlimited number of Guests. The Customer is responsible for its Guests and Guest Access. Guests will have no access to the Software or the Hosted Application.

3. AVAILABILITY OF THE HOSTED APPLICATION

- 3.1. This clause 3 describes the Availability that TR shall meet, or shall use reasonable endeavours to procure shall be met, in relation to the Hosted Application.
- 3.2. For the purposes of this clause, "Available" means that the Hosted Application is accessible to the Users, in accordance with such User's access permissions, for viewing, browsing, editing, updating, document creation and downloading, and that the functionalities and tasks described in the Documentation from time to time can be carried out.
- 3.3. TR shall use its reasonable endeavours to ensure that the Hosted Application is Available for no less than 99.9% of the time in any calendar month, subject to maintenance or downtime notified to Customer in writing from time to time.
- 3.4. Unavailability of the Hosted Application due to downtime in Users', Client's or Customer's network or computer system or failure of the internet shall not be taken into account in calculating the Availability of the Hosted Application.

4. ADDITIONAL DATA PROVISIONS FOR SALESFORCE

- 4.1. The following additional terms only apply to Customer's who have purchased "Contract Express for Salesforce":
 - (a) Customer Data will be transmitted between TR and Salesforce.com Inc's ("SalesForce") systems. Salesforce is not responsible for the privacy, security or integrity of any Customer Data that is transmitted outside of Salesforce systems. TR is not responsible for the privacy, security or integrity of any Customer Data being transmitted nor for the security or integrity of the Salesforce systems.
 - (b) If Customer stores Customer Data in a Custom Field:
 - (i) Salesforce has no obligation to retain any Customer Data that is stored in Custom Fields following termination of the Agreement; and
 - (ii) Customer may request a copy of its Customer Data prior to such termination and Customer must make arrangements directly with Salesforce for the provision of such Customer Data in a .csv format.
 - (c) For the purposes of this clause 4.1:
 - (i) "Customer Data" means all electronic data or information submitted by Customer to Salesforce systems which is accessible to Customer through Contract Express for Salesforce while resident on Salesforce systems; and
 - (ii) "Custom Field" means a data field in a Customer's Salesforce system that is created when Contract Express for Salesforce is installed. The data field will contain Customer Data created through the use of Contract Express for Salesforce.

5. MAINTENANCE SERVICES

- 5.1. In return for payment of the Fees for Maintenance Services, TR shall provide the Maintenance Services for the Software and the Hosted Application for the term with reasonable skill and care. All contact in relation to Maintenance Services shall be with TR technical support whose details are set out in paragraph 6.1 below.
- 5.2. Subject to clause 6, Maintenance Services shall comprise:
 - (a) information and advice (except 'how to' information and advice) by online web meeting, telephone, post or email during Business Hours on any Business Day;
 - (b) the diagnosis and correction of faults within the Software and the Hosted Application and the issue of Updates in respect of such faults if such Updates are deemed necessary in the absolute discretion of TR; and
 - (c) supply of Updates and Upgrades to the Software.
- 5.3. Maintenance Services shall not include:
 - (a) advice on use of the Software or Hosted Application; or
 - (b) diagnosis and rectification of any fault in the Software or in the operability of the Hosted Application in the context of:
 - (i) the improper use, operation or neglect of either the Software, the Hosted Application or the computer or network equipment upon which either is used;
 - (ii) the modification of or merger of the Software or the Hosted Applications with any other software or systems;
 - (iii) use of the Software on a system or use of the Hosted Application with supporting hardware and software with a specification less than the recommended specification as set out in the Documentation;
 - (iv) failure by the Customer to implement recommendations, solutions, Updates or Upgrades supplied by TR in respect of faults previously advised to the Customer by TR;
 - (v) any repair, modification or alteration of the Software by any person other than by TR or its authorised agent or subcontractor;



- (vi) any breach by the Customer of any obligations under any maintenance agreement in respect of any computer or network equipment upon which the Software is used;
- (vii) the failure by Customer to install and use any Updates or Upgrades within 30 days of receipt of the same; or
- (viii) use of the Software or the Hosted Application outside the terms of the Agreement.
- (c) advice in anything other than the English language; or
- (d) diagnosis and rectification of faults or non-operability in anything other than the current version and current but one version of the Software (for this purpose a version is identified by the label v1.0, v2.0 etc as opposed to a release which would be labelled v1.1 to v1.2).

- 5.4. Where the Customer has licensed Client Use, the following provisions shall also apply:
 - (a) Maintenance Services shall not include diagnosis and rectification of any fault in a Client’s Output Documents. Customer shall be responsible for the diagnosis and rectification of such faults; and
 - (b) Customer shall provide its Clients with support in the diagnosis and rectification of faults in the first instance. In the event the Customer is unable to resolve such faults, the Customer may request support services in accordance with these Product Notes.
- 5.5. TR shall be entitled to levy reasonable additional Charges if TR provides services beyond the scope of the Maintenance Services described in these Product Notes, or the Software & Professional Services Schedule, by agreement with the Customer.

6. RESPOND/RESOLVE

- 6.1. If Customer discovers that it requires Maintenance Services (“a Product Maintenance Problem”) then Customer shall notify TR’s technical support via its automated support system at contractexpress-support@thomsonreuters.com
- 6.2. TR shall, within the response time set out below, after notification of a Product Maintenance Problem respond to Customer with such technical advice by telephone, email, and VPN as shall be reasonably required to identify the source and priority level of the Product Maintenance Problem.
- 6.3. The priority level of each reported Product Maintenance Problem shall be classified in accordance with the following definitions:

Priority 1 Major system impact (system down). A Product Maintenance Problem that cannot be reasonably circumvented and which is an emergency condition that significantly restricts use of the Software or the Hosted Application by Customer to perform necessary business functions.

Priority 2 Moderate system impact (system crashing/hanging). A Product Maintenance Problem that restricts the use of one or more portions or features of the Software or Hosted Application by Customer to perform necessary business functions, but does not completely restrict use of the Software or the Hosted Application.

Priority 3 Minor system impact (performance/operational impact). A Product Maintenance Problem that restricts the use of one or more portions or features of the Software or the Hosted Application by Customer to perform a necessary business function, but the defect can be reasonably circumvented or the Product Maintenance Problem does not substantially restrict the use of one or more portions or features of the Software or the Hosted Application by Customer to perform necessary business functions.

Priority 4 No system impact (request for enhancement). This classification does not correspond to a defect in the Software or the Hosted Application. The Customer may suggest the incorporation of new functionality (an "Enhancement") and TR agrees to consider such suggestion. TR may, in its sole discretion, incorporate such

Enhancement into a future release of the Software or the Hosted Application.

- 6.4. Within the response times specified by reference to the priority of the Product Maintenance Problem set out below, TR will provide an action plan and use reasonable endeavours to Resolve each Product Maintenance Problem. For these purposes “Resolve” means that the Product Maintenance Problem shall have been reduced to a Priority 3 or eliminated. In the event that TR is unable to Resolve a Product Maintenance Problem in accordance with the response times, TR will, without prejudice to its other obligations, dedicate technical resources to the resolution of the Product Maintenance Problem.
- 6.5. Upon the Customer’s request and provided Customer agrees in advance to pay expenses if applicable, TR shall provide on-site resources as soon as reasonably possible at any of Customer’s Locations where the Product Maintenance Problem is a Priority 1 level Product Maintenance Problem and cannot be resolved remotely by TR.
- 6.6. In the event that TR partially resolves a Priority 1, 2 or 3 level Product Maintenance Problem such that the Product Maintenance Problem is no longer classified within its initial priority level, the Product Maintenance Problem shall be reclassified by TR within its correct priority level without change to the notification date of the Product Maintenance Problem.
- 6.7. The following response times shall apply depending on the priority of the Product Maintenance Problem:

Priority	TR’s Action Plan	TR’s Resolution
1	4 BH	2 BD
2	8 BH	5 BD
3	2 BD	next release
4	1 week	future release

7. CUSTOMER’S SUPPORT OBLIGATIONS

- 7.1 The Customer agrees to:
 - (a) Co-operate fully with TR’s personnel in the diagnosis of any error or defect in the Software or the Hosted Application; and
 - (b) Make available to TR all information, facilities and services reasonably required by TR and available to Customer to enable TR to perform the Maintenance Services and to monitor the performance of its support obligations, subject to any obligations of confidentiality to third parties to which Customer may be subject.

8. DEFINITIONS

- BH** - one hour during 9:00 am to 6:00 pm London time during every Business Day.
- Business Hours** - 9:00 am to 6:00 pm London time during every Business Day.
- BD or Business Day** - Monday, Tuesday, Wednesday, Thursday or Friday excluding any English public or statutory holidays.
- Client** – a client or prospective client of the Customer.
- Client Use** – use by Clients and Client Users within Client Use Space of Customer’s Questionnaires to generate Output Documents and to edit, comment on and review Output Documents but excluding the right to author Questionnaires, all for Client’s own internal business use.
- Client User** – a named employee of or individual contractor acting under Client’s direction in the ordinary course of Client’s business who is authorised to use the Software or the Hosted Application for Client Use.
- Client Use Space** – that part of the Software or the Hosted Application made available for Client Users to access.
- Customer User** - an employee or independent contractor acting under Customer’s direction in the ordinary course of Customer’s business who is authorised by the Customer to use the Hosted Application or the Software.



Guest – any person to whom the Customer permits access to its internet site for Guest Access.

Guest Access – within Customer’s internet site only, access by Guests to use Customer’s Questionnaires to generate Output Documents.

Output Document – any document which is generated by the Software or the Hosted Application as a result of a Customer User, Client User, or Guest completing a Questionnaire.

Questionnaire – a series of questions within the Software or the Hosted Application which, once answered, will generate an Output Document.

Template – a precedent document of Customer’s for use with the Software or the Hosted Application which, when used with the related Questionnaire, will generate an Output Document.