



## 1. SCOPE

- 1.1. These Product Notes apply when the Customer licenses Contract Express Software for installation or purchases the Contract Express Hosted Application. The provisions in clause 3 only apply if the Customer purchases Client Use and/or Guest Access. Capitalized terms used in these Product Notes if not defined in clause 10 are defined in the Master Terms or the Software 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 or Guest Access is licensed by the Customer, Client Users and Guests may only have limited access to the Services as described in clause 3 below.
- 2.2. Unless otherwise agreed with TR, the Customer is responsible for the administration of Customer User, Client User and Guest Access to the Software or Hosted Application including allocation and removal of access. The Customer may grant administration rights to identified Customer Users but, unless otherwise agreed with TR, the Customer shall not grant any administration rights to a Client User.
- 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, Guests, Affiliates and any other person who accesses the Services through the Customer or via Customer access credentials or systems (whether permitted to do so by the Customer or not).

## 3. CLIENT USE/GUEST ACCESS

- 3.1. These provisions apply where the Customer purchases Client Use or Guest Access as set out in an Order Form for the purpose of Redistributing Services to Clients and Guests.
- 3.2. Redistribution License.
  - (a) Subject to the terms of the Agreement, TR grants Customer a limited, non-exclusive, world-wide license during the term of an Order Form, to Redistribute, display and deliver the Services solely for:
    - (i) Demonstrations/trial purposes (where the Order Form indicates that the licences are for Clients for the purposes of trialling the Services); or
    - (ii) Client Use (where the Order Form indicates the name of the Client and number of Client Users); or
    - (iii) Guest Access (where the Order form indicates the purchase of Guest Access).
  - (b) Clients and Client Users have access to Client Use Space only by way of user account.
  - (c) Guests have access to a public URL only and must not be given a user account.
  - (d) Customer may provide access to the Services to Customer Users (subject to having purchased such licences) for the purposes of development, QA, maintenance and support of Client Use and Guest Access.
  - (e) Customer shall not market, display or otherwise provide the Services to any other reseller, distributor or redistributor.
- 3.3. Distribution Format.
  - (a) Customer shall Redistribute the Services only in the format provided to it by TR. Customer shall not modify the format of the Services or delete "Powered by Contract Express" or delete or alter TR's copyright or other proprietary notices within the Services, unless expressly permitted in an Order Form to do so.
  - (b) In respect of the Client Use Space: Customer shall 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. Customer warrants that it is entitled to grant such a licence.

- (c) The Customer shall not amend, modify or replace any TR terms of use posted to the Client Use Space or applicable to Guest Access unless expressly permitted by TR, in writing to do so.
- 3.4. Trials. Where Customer purchases Client Use licences for the purposes of allowing its Clients to trial the Services, a trial shall be limited to a maximum of 10 Client Users per Client and to 60 days access to the Software or the Hosted Application.
- 3.5. Termination.
  - (a) Upon termination of an Order Form for Client Use, Customer shall terminate access to the Services for the Client named on the terminated Order Form and cease Redistributing the Services or any part of them to that Client.
  - (b) Upon termination of an Order Form for Guest Access, Customer shall cease providing Guest Access.
  - (c) Upon termination of the Customer's right to Redistribute the Services or Customer no longer having any Customer User licences for the Services, Customer shall: (i) cease Redistributing the Services or any part of them to Clients and Guests provided that any Order Forms for Client Use shall be terminated only in accordance with their terms; (ii) cease advertising and promoting the availability of the Services from the Customer; and (iii) discontinue any and all use of TR's trade marks, service marks and logos.
- 3.6. Third Party Access. Solely for the purposes of administering Client Use and Guest Access, servicing Clients in relation to their Client Use and providing demonstrations or trials, Customer is permitted to allocate Customer User licences to employees of its Affiliates as if they were employees of the Customer itself subject to the provisions of the agreement governing such use of the Services and Customer will ensure that such Affiliates and their Customer Users comply with all terms and conditions applicable to use of the Services. No other third party may obtain access to the Services without the prior written consent of TR. The Agreement will apply equally to each Affiliate as to the Customer (other than those terms relating to payment obligations and this clause 3.6). TR shall have the right to veto the use by any Affiliate to the extent TR reasonably believes it is a competitor of TR or if TR reasonably believes that the access to the Services by such Affiliate will harm TR.
- 3.7. Customer Client Agreements. Where an Order Form indicates that Customer will Redistribute to Clients, Customer will enter into agreements with Clients for access to the Services on terms which are consistent with the terms of this Agreement and all other terms applicable to an Order Form as they apply to the Client.
- 3.8. Client Pricing, Invoicing and Billing. Customer will, in its sole discretion, set the prices (if any) of the Services it is redistributing to Clients and will have the sole responsibility of communicating pricing to prospective Clients. Customer shall be responsible for invoicing and billing Clients for access to and use of the Services.
- 3.9. Support. Customer is solely responsible for providing support to Clients and Client Users and to Guests (if it chooses).

## 4. AVAILABILITY OF THE HOSTED APPLICATION

- 4.1. This clause 4 describes the availability that TR shall meet, or shall procure shall be met, in relation to the Hosted Application.
- 4.2. 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.
- 4.3. TR shall ensure that the Hosted Application is Available for no less than 99.9% of the time in any calendar month, subject to emergency



downtime and maintenance or downtime notified to Customer in writing from time to time.

- 4.4. 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.

#### 5. ADDITIONAL DATA PROVISIONS FOR SALESFORCE

5.1. 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 5.1:
- (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.

#### 6. INTELLECTUAL PROPERTY

- 6.1. The Customer owns all Intellectual Property Rights in Templates.
- 6.2. Customer shall own all Intellectual Property Rights in Questionnaires and Output Documents subject to TR's and/or any Third Party Provider's Intellectual Property Rights in the underlying Software or algorithms used to create such Questionnaires and Output Documents. The parties acknowledge that Intellectual Property Rights will not exist in standard questions which are used by and for many customers.

#### 7. MAINTENANCE SERVICES

- 7.1. 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 8.1 below.
- 7.2. Subject to clause 8, Maintenance Services shall comprise:
- (a) information and advice (except 'how to' information and advice) by online web meeting, telephone 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 or application of Updates in respect of such faults if such Updates are deemed necessary in the absolute discretion of TR; and
- (c) supply of Upgrades to the Software or application of Upgrades to the Hosted Application that TR generally makes available to customers at no additional charge.
- 7.3. Maintenance Services shall not include:
- (a) advice on use of the Software or Hosted Application;
- (b) advice in anything other than the English language;
- (c) the installation or application of any Update or Upgrade to an installed version of the Software;

(d) where the Customer has an installed version of the Software, diagnosis and rectification of any fault in the Software in the context of:

- (i) the improper use, operation or neglect of either the Software or the computer or network equipment upon which it is used;
- (ii) the modification of, use of or merger of the Software with any other software or systems;
- (iii) use of the Software on a system 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 (where such fault would be fixed by an Upgrade) 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) the failure by Customer to install and use any Updates within 30 days of notification by way of notice posted in the Services of the availability of the same;
- (vii) 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); or
- (viii) use of the Software outside the terms of the Agreement.
- (e) where the Customer has access to the Hosted Application, diagnosis and rectification of any fault in the operability of the Hosted Application in the context of:
- (i) the use of the Hosted Application with any other software or systems;
- (ii) use of the Hosted Application with supporting hardware and software with a specification less than the recommended specification as set out in the Documentation;
- (iii) failure by the Customer to implement recommendations or solutions in respect of faults previously advised to the Customer by TR; or
- (iv) use of the Hosted Application outside the terms of the Agreement.

7.4. Where the Customer has licensed Client Use and/or Guest Access, the following provisions shall also apply:

- (a) Customer shall provide its Clients with support in the diagnosis and rectification of faults. In the event the Customer is unable to resolve such faults, the Customer may request support services in accordance with the provisions of clauses 7 and 8; and
- (b) Maintenance Services shall not include diagnosis and rectification of any fault in a Client's or Guest's Output Documents. Customer shall be responsible for the diagnosis and rectification of such faults.

7.5. TR shall be entitled to levy reasonable additional Charges if TR provides services beyond the scope of the Maintenance Services by agreement with the Customer.

#### 8. RESPOND/RESOLVE

- 8.1. 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](mailto:contractexpress-support@thomsonreuters.com)
- 8.2. 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 web meeting as shall be reasonably required to identify the source and priority level of the Product Maintenance Problem.
- 8.3. 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.

of confidentiality to third parties to which Customer may be subject.

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. System crashing/hanging caused by complexity arising from Customer's inefficient use of Template mark-up does not constitute a Product Maintenance Problem.

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.

- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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	future planned release
4	1 week	future release

9. CUSTOMER'S SUPPORT OBLIGATIONS

- 9.1. The Customer agrees to:
  - (a) Co-operate fully with TR's personnel in the diagnosis of any fault 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

10. DEFINITIONS

- BH** - one hour during 9:30 am to 5:30 pm London time during every Business Day.
- Business Hours** - 9:30 am to 5:30 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 current or prospective client or customer of the Customer.
- Client Use** – use by Clients and Client Users 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 who accesses the Software or the Hosted Application for Guest Access.
- Guest Access** –the ability for an unlimited number of Guests to access the Software or Hosted Application via a public URL solely to use Questionnaires made available by the Customer 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.
- Maintenance Services** – the services described in clauses 7 and 8 of these Product Notes. Maintenance Services are included in an annual licence or subscription for the Software.
- Questionnaire** – a series of questions within the Software or the Hosted Application based on a Template which, once answered, will generate an Output Document.
- Redistribute** - to provide access to the Services to Clients and Client Users for Client Use and to Guests for Guest Access in the ordinary course of Customer's business.
- 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.