## FIRM CENTRAL SERVICE LEVEL AGREEMENT

#### 1. Definitions

- 1.1 This Service Level Agreement ("SLA") adopts, where the context so requires, the definitions set out in the Master Terms and the Software Schedule (available at <a href="http://legalsolutions.thomsonreuters.co.uk/customer-portal/">http://legalsolutions.thomsonreuters.co.uk/customer-portal/</a>) in addition to the definitions set out in this paragraph 1.
- **1.2** "Availability" shall have the meaning set forth in paragraph 4.

**"Downtime"** means any identifiable and reproducible Error, malfunction or defect resulting in the interruption to the provision of the Service or that otherwise prevents access to the Service.

**"Error"** means a malfunction of some part of the Service of which TR has received notification not including third party gateways and Internet connectivity or communication or extraordinary (non-traditional user search requirements) of which TR has received notification.

## 2. Application of Service Level Agreement

This SLA covers TR's Firm Central service and supplements the Master Terms and the Software Schedule. This SLA will take effect from the Start Date for the provision of Firm Central and will apply to Firm Central only. This SLA shall terminate upon the termination or expiration of the Agreement.

#### 3. Support

- 3.1 **General.** During the term, TR will use commercially reasonable efforts to respond and resolve Service related queries and Error and Downtime incidents, in the manner set forth herein ("Support").
- 3.2 Technical Support. Customer has access to a Technical Support Representative between 8am to 5pm GMT/BST on Monday to Friday excluding England Bank holidays. Call: +44 20 7202 1220 Email:customersupport.firmcentral@thomsonreuters.com
- 3.3 Limitations. Except as may be set forth in the Agreement, the support services do not include: (i) visits to Customer's site or (ii) any services for any third party equipment or software. In addition, TR has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by TR.
- 3.4 **Changes to SLA.** TR may modify the terms of this SLA from time to time, provided that Customer is not materially adversely affected by such changes.

### 4. Availability

- 4.1 Availability. Subject to paragraph 4.2 below, TR targetsto make the Service available a minimum of 99% during each relevant calendar month during which the Service is provided.
- 4.2 Scheduled Maintenance. TR may take the Service offline for scheduled maintenance, notice of which shall be posted at <a href="http://legalsolutions.thomsonreuters.co.uk/customer-portal/">http://legalsolutions.thomsonreuters.co.uk/customer-portal/</a>.

# 5. TR Response

TR will make commercially reasonable efforts to address Errors and Downtime in a timely fashion. After receiving contact from Customer, TR will commence a technical assessment of the

problem. In the event TR discovers or is notified by Customer of the existence of an Error or Downtime, TR will take actions reasonably necessary to determine the source of the Error or Downtime. If the problem is caused by a cause not attributable to TR, then TR will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the Error is within the control of TR, then TR will make commercially reasonable efforts to resolve the problem as expeditiously as practicable. If a timely resolution to an Error or Downtime cannot be found, TR may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable thereafter.