



1 SCOPE

- 1.1 This Product Note and Professional Services Schedule applies where a Customer purchases a subscription to use or access Thomson Reuters Panoramic™ which comprises Information and hosted Software (the “Service”).
- 1.2 Capitalized terms used in this Schedule if not defined in clause 8 are defined in the master or general terms applicable to the Service.
- 1.3 If there is a conflict between this Schedule and any other document forming the Agreement, the order of precedence is as follows: Order Form, SOWs, this Schedule and general or master terms and conditions.

2 SCOPE OF ACCESS

- 2.1 The Customer is licensed to access and use the Service and to permit Users to access and use the Service in accordance with the scope of access specified in the Order Form.
- 2.2 Unless otherwise agreed with TR, the Customer is responsible for the administration of User access to the Service, including allocation and removal of access. The Customer may grant administration and access rights to identified Users employed by or engaged by it but not third parties.
- 2.3 Use of the Service is only permitted via a named individual User account. User accounts and passwords must be unique to each named User and may not be shared between Users. Generic email addresses may not be used and the email address must identify the User's organisation (i.e. not be a generic email address such as admin@xyz.com or a personal email address such as name@gmail.com). Amalgamation of Users, robotic use or other channelling of Users or access to the Service through one or a limited number of User accounts is prohibited.
- 2.4 The Customer is responsible for the access it grants to Users of the Service and shall be responsible for any breach of the terms of the Agreement by Users and any other person who accesses the Service through the Customer or via Customer access credentials or systems (whether permitted to do so by the Customer or not).
- 2.5 In using the Service, Customer may click on links to third-party web sites that are beyond TR's control. TR does not endorse the content found on third-party web sites. Customer assumes sole responsibility for its use of third-party links and materials.

3 BASIC USAGE PERMISSION FOR INFORMATION

- 3.1 Subject to the terms of the Agreement, TR permits Customer to access the Service for the purpose of exercising the usage terms detailed in this Schedule or the applicable Order Form. Each User may, in the ordinary course of Customer's business and subject to the restrictions in clause 5.3:
 - (a) view, copy (download and/or print), customise and use Information for Customer's internal use;
 - (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of TR data (provided that downloaded, printed and stored data does not reach such quantity as to have independent commercial value);
 - (c) distribute Information to other Users who have a subscription from TR to view the same Information and to third party advisors, limited to the extent required to advise Customer and provided they are not competitors of TR; and
 - (d) distribute Information to government and regulatory authorities, if specifically requested, solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Customer's compliance with laws and regulations.
- 3.2 The use of extracts, downloads, printing and storage of Information must not reach such quantity as to have independent commercial value. Using such data as a substitute for any service (or a substantial

part of it) provided by TR, its affiliates or its third party providers is prohibited.

- 3.3 TR and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of the Customer's license.
- 3.4 The Service includes matter and/or pricing maps and other general Information. These are provided for informational purposes only and may not be suitable for the Customer's circumstances.

4. THOMSON REUTERS HOSTED SOFTWARE

- 4.1 Customer may use TR's hosted software only for the Customer's internal business purposes.
- 4.2 TR delivers its hosted software by providing the Customer with online access to it. When the Customer accesses TR's hosted software, it is accepting it for use in accordance with the Agreement.
- 4.3 The hosted Software is designed to protect Customer Content that the Customer uploads. Customer grants TR permission to use, store and process Customer Content in accordance with applicable law. Access and use of the Customer Content by TR, its employees and contractors will be directed by the Customer and limited to the extent necessary to deliver the hosted Software including training, research assistance, technical support and other services.
- 4.4 TR may delete or disable Customer Content if required under applicable laws and in such instances, TR will use its reasonable efforts to provide notice to Customer. If Customer Content is lost or damaged, TR will assist Customer in restoring the Customer Content to the hosted software from any available backup copy.
- 4.5 If the Agreement expires or is terminated, TR will provide access to the Service for 180 days so that the Customer may remove Customer Content. The terms and conditions of the Agreement remain in effect through this 180-day post-Agreement period.

5. CUSTOMER CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Customer is responsible for Customer Content uploaded to the Service.
- 5.2 As between Customer and TR, Customer exclusively owns all rights, title and interest in its Customer Content. TR and/or its third party providers and licensors will retain their rights in the underlying Software and Information.
- 5.3 Except as otherwise authorised by TR, Customer undertakes not to, and to ensure that Users will not, use the Service (or any part of it) to create or allow others to create competitor products or services or derivative databases.
- 5.4 Customer permits TR to access, use, collect, store and analyze Customer Content, in an automated manner, to create derived works. TR may store and distribute such derivative works, provided any distributed derivative works will be sufficiently anonymized so that it is not identifiable to the source. In addition, Customer agrees that if the Agreement is terminated, TR may continue to store and distribute the derivative works.

6 MAINTENANCE AND SUPPORT

- 6.1 TR shall provide support services for the term of the Service in accordance with the service level agreement located on the Customer Portal.
- 6.2 Upgrades (e.g., releases or versions that include new features, or additional functionality) will be included during the Customer's subscription term. However, TR will provide technical support for only the most current upgrade and the immediately preceding upgrade.



7. PROFESSIONAL SERVICES

- 7.1 Details of the Professional Services package the Customer has ordered in connection with the Service will be specified on the Order Form. The terms in this clause 7 will apply to the provision of those Professional Services, unless specified otherwise in an applicable SOW. All hours are payable in advance and are not subject to refund if not used.
- 7.2 TR will provide the Professional Services remotely, unless otherwise agreed. Allocation of services hours will depend on Customer needs and TR and the Customer will agree how such hours will be used during the term of Professional Services package.
- 7.3 If Customer requires additional Professional Services they will be charged at TR's then current hourly rates and the details of the additional Professional Services to be provided will be subject to a separate Order Form and SOW.
- 7.4 The provision of the Professional Services is dependent upon the Customer, at all times and in a timely manner, providing TR with such support and access to the Customer's personnel, systems and, if applicable, premises as are necessary to enable TR to provide the Professional Services. Without prejudice to any other right or remedy available to TR, TR will not be liable for any failure to comply with any timetable or other obligation in respect of the provision of the Professional Services, if such failure is as a result of Customer failure or delay in Customer performing its obligations or in providing TR with information or access to Customer personnel, systems and, if applicable, premises in a timely manner.
- 7.5 Where TR provides Professional Services at the Customer's premises, TR agrees that its personnel will comply with any policies in force at the Customer's premises provided that they are notified to TR in advance. Customer agrees to take all reasonable steps to ensure the health and safety of any of TR personnel carrying out the Professional Services while they are at Customer premises.
- 7.6 Customer acknowledges that in the provision of the Professional Services, TR is not providing legal, financial, tax, accounting or other professional advice.
- 7.7 The provision of the Professional Services shall automatically terminate in the event that Customer's subscription for Panoramic is terminated or expires.

8. DEFINITIONS

Customer Content – all content uploaded or transferred via an integration with another product or service to the Service including, but not limited to, Customer Materials and Customer data, user generated content, pricing data, or PII (including data relating to the Customer's own current, former or prospective clients).