



TR and Customer have entered into an Order Form that incorporates the terms set out in this Schedule (the “*Software Schedule*”) and the Master Terms.

1. SCOPE

- 1.1. This Software Schedule applies whenever Customer licenses Software. Capitalized terms used in this Software Schedule but not defined in clause 18 below are defined in the Master Terms, or applicable Product Notes.
- 1.2. In some cases additional or modified rights to those provided in this Software Schedule will be included in an Order Form and/or SOW, as the case may be.

2. DELIVERY, INSTALLATION AND HOSTING

- 2.1. Delivery. TR will use reasonable endeavours to make the Software available to Customer (including, where applicable, issuing an electronic key for activating the Software) on the Start Date specified on the Order Form or, where there is no such date, within a reasonable period from the date that the Order Form is binding on the parties. TR may make the Software available by requiring Customer to retrieve it or by delivering it to Customer via an electronic method. Delivery of Software shall have occurred when TR has made the Software available via download to a Customer computer system or, in the case of Hosted Applications when the applicable access password has been provided to Customer. The Software and Documentation shall be deemed accepted on initial delivery of the Software.
- 2.2. Operating Specifications, Installation and Hosting. If applicable, TR will provide Customer with the operating Specifications and installation instructions for the Software. Customer shall secure its computing environments according to generally accepted industry standards to ensure that the Software is secure and cannot be accessed by any unauthorised party. TR may, in its absolute discretion host itself or sub-contract hosting of the Software to a Hosting Party. TR shall use all reasonable endeavours to ensure that the hosting services are provided by the Hosting Party with reasonable care and skill and in accordance with general recognised commercial practices and standards and in line with the service levels set out in the applicable Product Notes. Where hosting is subject to Hosting Fees this is specified on the applicable Order Form.
- 2.3. Acceptance. Acceptance occurs when TR first makes the Software available to Customer for delivery in accordance with clause 2.1.

3. USAGE PERMISSIONS AND RESTRICTIONS

- 3.1. Software. Subject to the terms of the Agreement and for the term set forth on the applicable Order Form, TR permits Customer on a limited, non-exclusive, non-transferable basis, to install (unless Customer is taking a Hosted Application) and use the Software for the number of Users at the Customer Locations as specified on the Order Form solely for its own internal business purposes. Unless otherwise set forth in an applicable Order Form, Software shall not include Modules.
- 3.2. Hosted Applications. To the extent access to a Hosted Application is provided to Customer by TR under this Software Schedule, TR grants to Customer a limited, nonexclusive, non-transferable right to access the Hosted Application(s) solely in the conduct of its own business for the term set forth on the applicable Order Form. Delivery of Hosted Applications will have occurred when the applicable access password has been provided to Customer. Customer will be required to supply to TR certain information about Customer’s system administrator including name, address, telephone number and other identifying information.
- 3.3. Authorised Use. Customer is hereby authorised to do the following:
 - (i) use Software and Documentation at the Customer Location or access and/or use Hosted Applications licensed hereunder solely in the conduct of its own internal business;
 - (ii) if applicable, print from CD or download in .pdf format the Software Documentation to use in support of the Software;

- (iii) use the Hosted Application with any database(s) provided by TR. Customer will be responsible for any liability that may occur (either to TR or Customer) as a result of Customer giving Customer’s password to a third party or to unauthorised users within Customer’s organisation.

Unless sub-licensing is explicitly authorised by TR in writing, Customer is not authorised to rent, lease, lend, sublicense, give, sell, resell, or otherwise transfer the Documentation or the Software, or permit any unauthorised third party to access the Software or Documentation.

- 3.4. Back-Ups. Customer may make a reasonable number of back-up copies of the Software provided under this Software Schedule per location where Customer is authorised to have the Software installed. Unless otherwise stated on the Order Form, back-ups may not be installed to the extent the main production system is live, other than for testing.
- 3.5. Third Party Use. Customer agrees to indemnify and hold TR harmless from and against liabilities, losses, costs, and expenses (including reasonable attorney’s fees) incurred by Customer in connection with a third party’s use of the Software on behalf of Customer, or breach of any confidentiality or license obligations. Unless otherwise expressly stated on the applicable Order Form, access to the Software is limited to the number of Users and/or entities (if applicable), as set forth on the applicable Order Form.
- 3.6. Supplemental Software. TR may make available to Customer, software for use in connection with other Thomson Reuters products (“Supplemental Software”). All Supplemental Software will be licensed to Customer under a licence agreement which will accompany the Supplemental Software. By using the Supplemental Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Customer agrees to be bound by the terms and conditions of the accompanying license agreement. If Customer does not so agree, Customer must return any tangible copies of the Supplemental Software in its possession or control.
- 3.7. Use by Professional Firms. If Customer is a Professional Firm, then the words “internal business” as used in clauses 3.1, 3.3(i) and 12 shall include use by Customer on behalf of Customer’s Clients.

4. WARRANTY

- 4.1. TR: (i) warrants to Customer that the Software (excluding Updates and Upgrades) will operate without Errors during the Warranty Period; and (ii) will use reasonable endeavors to repair or replace the Software or provide a workaround to correct any Error reported to TR during the Warranty Period in a reasonable time and manner. If TR is unable to correct any reported Error in a reasonable time and manner, Customer may terminate this Agreement for the affected Software by notice to TR to be received promptly following such reasonable period. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND TR’S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REFUND THE APPLICABLE FEE, whereupon the licences granted will immediately terminate. TR is not responsible under this warranty for any Error in the Software not reported during the Warranty Period or which results from any of Support Exceptions described in the Master Terms.

5. MAINTENANCE SERVICES, SOFTWARE SUPPORT AND SERVICE LEVELS

Supplier shall provide the support and Maintenance Services and service levels in respect of the Software and/or System as further described in the applicable Software Product Notes.



6. ADDITIONAL DISCLAIMERS

- 6.1 Customer acknowledges that TR is not providing legal, financial, tax, accounting, or other professional advice. Some information provided by TR may contain the opinions of or data received from third parties, and TR does not warrant the accuracy or completeness of such data.
- 6.2 Unless otherwise set out in the SOW, Customer is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Software. In no event shall TR or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.
- 6.3 Customer acknowledges that the information, materials and opinions (if any) contained in the Deliverables are for general information purposes only, are not intended to constitute professional, financial, tax or legal advice, and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. Some information provided by TR may contain opinions of, or data received from, third parties and/or Customer and TR does not warrant the accuracy or completeness of such data. Neither TR nor any of its third party suppliers shall be liable for any loss that may arise from any reliance by Customer, or any third parties, on the information or other materials contained in any deliverable or services.

7. MARKETING

Notwithstanding clause 7.3 of the Master Terms, so long as TR complies with the terms of this Software Schedule and the Master Terms, TR may include Customer in current customer lists on TR websites and other promotional materials, which are shown to prospective customers.

8. PROVISION OF PROFESSIONAL SERVICES

Where applicable TR will provide the Professional Services identified on the SOW or Order Form to Customer. The Professional Services will be provided at TR's premises unless a Site is specified on the SOW in which case they will be provided at the Site.

9. CUSTOMER OBLIGATIONS AND TIMETABLE MANAGEMENT

- 9.1 Customer will take all reasonable steps to ensure the health and safety of any TR personnel carrying out Professional Services while they are at the Customer's premises.
- 9.2 The provision of Professional Services is dependent upon Customer, at all times and in a timely manner:
 - (a) supplying a suitably qualified member of Customer's personnel to represent Customer and co-operate and work with TR during the entire Professional Services engagement;
 - (b) if the Site is on Customer's premises, providing TR personnel with access to the Site(s) and such equipment, systems and technical services as they may reasonably require for the performance of the Professional Services,
 - (c) ensuring that TR has such access to and full co-operation of the technical and managerial personnel of Customer and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;
 - (d) providing TR with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by TR;
 - (e) ensuring that any equipment, operating systems and other software which TR is requested by Customer to use or modify and any material or information provided to TR is either owned by Customer or that Customer has all necessary rights to authorise TR to use or modify it; and
 - (f) performing any additional obligations or dependencies specified in the SOW.
- 9.3 Where TR is prevented from performing its obligations under the SOW as a result of any failure or delay by Customer to perform its obligations or dependencies under the Agreement then, without prejudice to TR's other rights or remedies, TR shall be entitled to:

- (a) request a meeting with Customer's senior management (and/or other management personnel specified in the SOW) and Customer shall make relevant personnel from its senior management (and/or other management personnel specified in the SOW) available to discuss and, where applicable, agree the reasons for and the consequences of such failure or delay; and/or
 - (b) submit a CCN (as defined in clause 11.4 below) for execution by Customer, which sets forth any amendments to the provisions of the Agreement as a result of any such delay or failure by Customer, including the Fees and/or the Timetable. Customer shall not unreasonably withhold or delay agreement under this clause 9.3.
- 9.4 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 any other obligation under the Agreement, if such failure is as a result of Customer's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

10. DELIVERY AND ACCEPTANCE

- 10.1 If the SOW specifies that there are Acceptance Criteria for the Deliverables, the following terms apply:
 - (a) TR will use reasonable endeavours to complete the Deliverables and submit them for acceptance testing by Customer in accordance with the Timetable.
 - (b) Upon receipt of the Deliverable(s), Customer shall promptly test the Deliverable(s) to determine whether they conform substantially to the Acceptance Criteria. Acceptance of the Deliverables will occur on the earlier of: (i) the date on which Customer indicates in writing to TR that the Deliverables substantially conform to the Acceptance Criteria or are otherwise accepted; (ii) completion of the Deliverable Acceptance Period if, within that period, Customer fails to notify TR of any substantial non-conformances to the Acceptance Criteria in accordance with clause 10.2 below; (iii) on which TR can reasonably demonstrate that the Deliverables substantially conform to the Acceptance Criteria; or (iv) after the Deliverables have first been used by Customer in a production environment.
- 10.2 If Customer determines that the Deliverables do not substantially conform to the Acceptance Criteria, then prior to the end of the Deliverable Acceptance Period, Customer shall submit to TR a list of all such non-conformances together with evidence of such non-conformances in a format reasonably specified by TR from time to time (an "Acceptance Test Report").
- 10.3 Customer shall notify TR of acceptance or submit an Acceptance Test Report prior to the end of the Deliverable Acceptance Period in each case by email, marked "Acceptance Test Report" in the subject heading, to TR's customer support department and its account manager at the email addresses notified by TR from time to time.
- 10.4 If the Deliverables are not accepted pursuant to clause 10.1(b), TR may modify the Deliverables and re-submit them to Customer for acceptance and the provisions of clauses 10.1(b), 10.2 and 10.3 shall apply only to such re-submission(s).
- 10.5 If no Acceptance Criteria are specified in the SOW then Customer shall be deemed to have accepted the Deliverables upon delivery.

11. CHANGE CONTROL

- 11.1 Either party may request changes to the Professional Services, the Deliverables and/or its Specification, the Timetable or the Fees by submitting a request to the other party in writing (including by email), marked "Change Control Request" in the subject heading and conforming with any other format requirements advised by TR.
- 11.2 TR shall carry out an initial assessment of any change request received from Customer, including seeking further information from Customer where required and shall respond to Customer stating whether in principle TR is prepared to carry out the requested change. TR may reject a change request, acting reasonably.
- 11.3 Customer shall co-operate with and provide such information and assistance (including making appropriate personnel available for



- meetings) as is reasonably requested by TR in order to respond to a change request as soon as reasonably practicable.
- 11.4 Where TR agrees in principle to a change, TR shall prepare and submit to Customer a formal change control note (a "CCN") setting out: (i) the scope and impact of the change, including changes to the scope of the Specification and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement, including the Fees, as the case may be.
- 11.5 No requested change shall have effect unless and until each party has signed the relevant CCN.
- 12. USAGE PERMISSIONS AND RESTRICTIONS**
Subject to the terms of the Agreement, TR grants Customer a limited, non-exclusive, non-transferable, permission during the term set forth on the applicable Order Form or SOW to use the Deliverables for the Customer's internal business purposes (including, if included in an SOW, providing services to its ultimate end Clients) to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or modifications to TR's standard Software or other Services, permission to use the Deliverable is granted on the same basis as that which applies to the relevant Software or other Services. Note that clause 5.2 (Usage Restrictions) of the Master Terms applies to the Deliverables.
- 13. INTELLECTUAL PROPERTY**
Unless otherwise set out in the Agreement (including any applicable SOW and/or Product Notes), Customer agrees that all intellectual property rights in Deliverables developed by or on behalf of TR as part of any SOW are and will remain the exclusive property of TR.
- 14. KNOW-HOW**
In no event will TR be precluded from developing for itself or for others any materials and work product which is similar to the Deliverables. In addition, TR will be entitled to freely use its general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by TR while performing the Professional Services.
- 15. PERSONNEL**
- 15.1 TR will take reasonable steps to ensure that any of its personnel performing the Professional Services at the Site will comply with any reasonable security, health and safety or confidentiality requirements of Customer relating to that Site that are notified in advance.
- 15.2 TR shall bring to the Site any equipment that it is required to as specified in the SOW.
- 15.3 Customer agrees that during the term applying to the Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of TR, directly or indirectly employ or engage or solicit for employment or engagement any employee of TR provided that Customer shall not be in breach of this clause 15.3 if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.
- 16. INDEPENDENT CONTRACTOR**
TR and Customer agree that TR is an independent contractor.
- 17. SURVIVAL OF TERMS**
Clauses 13 and 15.3 of this Software Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.
- 18. DEFINITIONS**
For purposes of this Software Schedule, the term "Software" does not include APIs, Modules, or Upgrades, unless specifically set forth in the applicable Order Form.

Acceptance Criteria - the acceptance criteria for the Deliverables as described on the SOW.

Client – a client or prospective client of the Customer.

Customer Location - the location(s) specified on the applicable Order Form.

Deliverable - any deliverable or output to be provided to Customer in connection with a Professional Service as set out in the SOW, excluding any Customer Materials contained in the Deliverables and standard Software and Documentation provided by TR.

Deliverable Acceptance Period – means, unless otherwise set out in the SOW, in relation to a documentary Deliverable, a period of five (5) days following submission of the documentary Deliverables (either electronically or in hard copy) for acceptance and in relation to any other Deliverables, a period of ten (10) days following submission of the Deliverable for acceptance.

Documentation – the written, printed, or electronic documentation and technical information TR makes generally available in relation to the Software.

Error - means a material and reproducible failure of Software to perform substantially in accordance with the then current applicable Documentation..

Hosted Application - TR Software to which Customer is granted certain access and usage rights hereunder, which is installed on TR owned and/or controlled computer systems, but accessed by Customer via the Internet.

Hosting Party – a party designated by TR to host the Software

Maintenance Services – the maintenance services to be provided by TR as identified in the applicable Product Notes.

Modules - part(s) of Software that are offered as free-standing components, the addition or removal of which does not materially reduce the original functionality of other components of the Software.

Product Notes – the notes that are referred to and incorporated into an Order Form as required, setting out the specific details of the support and Maintenance Services and services levels for the Software.

Professional Firm – a professional firm is in the business of providing audit, tax, accounting, or legal services to its Clients.

Professional Service - any Services, such as implementation, customization, specialist support, training and consulting services, that may be performed to Customer's specific requirements, as identified on the SOW.

Site – any site where TR will provide the Professional Services as identified in the SOW or Order Form.

SOW - any written statement of work governed by the Master Terms detailing the Professional Services Customer orders which has been accepted by TR.

Specifications - TR's published specifications for Software, as may be updated or amended from time to time as necessary due to Updates, enhancements or changes to applicable laws, rules, or regulations.

Timetable - the timetable set out in the SOW for the provision of the Professional Services and delivery of any Deliverables.

Warranty Period - means a period of 30 days beginning on acceptance of the Software in accordance with clause 2.3 of this Software Schedule.