



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms include the complete understanding between us as to their subject matters (the “Agreement”) and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

## 1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement, and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not reduce the scope or quality, or otherwise change the fundamental nature of our products or services we are obliged to provide to you under the Agreement.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless to the extent otherwise permitted in the Agreement or previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information, and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms); and <http://legalsolutions.thomsonreuters.co.uk/customer-portal/>. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded; particularly Sections 69d and 69e of the German Copyright Act (*Urheberrechtsgesetz – UrhG*) remains unaffected. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s data. As a minimum, however, each

of us will use and will require any third party data processors to use such safeguards required by applicable law. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

## 2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value, and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws, and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged,

we will assist you in restoring the content to the SaaS from any available backup copy.

## 5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. You must also pay applicable value-added tax and other taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days' written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## 6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).

## 7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If applicable law obliges or a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified unless applicable law, the court or government agency prohibits such prior notification. The party obliged or ordered to disclose the confidential information, in consultation with the other party, shall take all reasonable and legally permitted actions in order to minimize the scope of the disclosure to the greatest extent possible and to ensure that the confidential information will be treated as confidential as possible. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## 8. WARRANTIES AND DISCLAIMERS

**SUBJECT TO SECTION 8(F) BELOW, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY APPLICABLE LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. SUBJECT TO SECTION 8(F) BELOW, IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.**

(a) **EXCLUSION OF WARRANTIES.** SUBJECT TO SECTION 8(F) BELOW, UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. SUBJECT TO SECTION 8(F) BELOW, WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION. SUBJECT TO SECTION 8(F) BELOW, OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT**

**ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. SUBJECT TO SECTION 8(F) BELOW, YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. SUBJECT TO SECTION 8(F) BELOW, YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. SUBJECT TO SECTION 8(F) BELOW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

(f) **NOTHING IN THIS SECTION 8 SHALL LIMIT ANY LIABILITY OF US FOR DAMAGES UNDER SECTION 9.**

## 9. LIABILITY FOR DAMAGES, LIMITATION OF LIABILITY, INDEMNITIES

### (a) LIMITATION OF LIABILITY

(i) **LIMITATION. SUBJECT TO SECTION 9(a)(ii) BELOW, EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE CAP. THE CAP IS THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR THE FIRST INCIDENT IN A SERIES GIVING RISE TO THE CLAIM). BY WAY OF EXCEPTION, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS FROM DATE OF THE APPLICABLE ORDER FORM AND CHARGES ARE NOT PAYABLE IN ADVANCE ANNUALLY, THEN THE CAP (WHERE CHARGES ARE PAYABLE MONTHLY) IS 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID) OR (WHERE CHARGES ARE PAYABLE QUARTERLY) IS 4 TIMES THE AVERAGE OF THE QUARTERLY CHARGES PAID. THE CAP DOES NOT INCLUDE ANY AMOUNTS PAYABLE FOR PROFESSIONAL SERVICES. SUBJECT TO SECTION 9(a)(ii) BELOW, IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. SUBJECT TO SECTION 9(a)(ii) BELOW, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(ii) **Unlimited Liability.** Section 9(a)(i) does not limit either party's liability for (aa) fraudulent concealment of defects, willful misconduct, or gross negligence; (bb) negligence causing death or personal injury; (cc) any liability under the German Product Liability Act (Produkthaftungsgesetz - ProdHaftG); (dd) a liability agreed between us irrespective of negligence or willful misconduct (e.g. guarantee); or (ee) legal costs caused by default in the meaning of Section 288 para. 6 of the German Civil Code (Bürgerliches Gesetzbuch - BGB). Section 9(a)(i) does not limit either party's liability for damages in the event of a negligent breach of a material contractual obligation that is necessary to achieve the purpose of the Agreement and on

compliance with which the other party may therefore regularly rely. Any liability under the second sentence of this Section 9(a)(ii) shall be governed by the statutory provisions, but shall be limited to the foreseeable damage typical for the Agreement, provided it does not fall under items (aa) to (ee) of the first sentence of this Section 9(a)(ii). Section 9(a)(i) does not limit your indemnification obligations in Sections 9(c) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

(b) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers, infringes their intellectual property rights, and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(b) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement. The limitations of liability in Section 9(a) apply accordingly to our obligation under this Section 9(b); nothing in this Section 9(b) shall limit any liability of Thomson Reuters for damages in accordance with Section 9(a).

(c) **Your Indemnity.** You will indemnify us and our affiliates against any loss, damage or cost we and they incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 9(b) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you. Your obligation under this Section 9(c) shall not apply to the extent the loss, damage or cost was not caused by negligence or willful misconduct of you, your legal representatives or your agents and assistants. Your obligation under this Section 9(c) shall not exclude or limit any further rights or remedies we may have under the Agreement or applicable law.

(d) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon. Nothing in this Section 9(d) shall limit any liability of Thomson Reuters for damages in accordance with Section 9(a).

## 10. TERM, TERMINATION, AMENDMENTS TO THESE TERMS

(a) **Term, Renewal, Ordinary Termination.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice of termination before the end of the then current term.

(b) **Suspension, Limitation.** We may on notice suspend or limit your use of any portion or all of our products, services or other property if (i) obliged to do so towards a third party provider, court or regulator; (ii) if you are required to pay fees in advance and fail to make an agreed advance payment or if you are permitted to pay in arrears and you will reasonably likely become unable pay your fees (e.g. if there are facts indicating a material deterioration of your financial standing); (iii) if you become or are reasonably likely to become affiliated with one of our competitors ; or (iv) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; or a violation of third party rights or applicable laws. Our notice will specify the cause of the suspension or limitation and, if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination in case of Discontinuation.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service

which is being discontinued. In case of a partial termination of the Agreement according to this Section 10(c), you may terminate the entire Agreement effective as of the effective date of our partial notice of termination giving us at least 30 days written notice.

(d) **Termination for cause.** The statutory right of either party to terminate the Agreement for cause (*außerordentliche Kündigung aus wichtigem Grund*) remains unaffected. We may particularly terminate this Agreement in whole or in part for cause immediately upon written notice if you do not remedy the cause of any suspension or limitation in accordance with Section 10(b) or the cause cannot be remedied within 30 days. Either of us may particularly terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(e) **Effect of Termination.** Except to the extent we have agreed otherwise, upon the effective date of termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the effective date of termination; (ii) affect other rights and obligations accrued up to and including the effective date of termination; or (iii) terminate those parts of the Agreement that by their nature should continue. Section 7 shall survive any termination as defined therein.

(f) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

## 11. FORCE MAJEURE

We are not liable for any failure to perform our obligations under the Agreement caused by neither negligence nor intent on our part, such as because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

## 12. THIRD PARTY RIGHTS

(a) This Agreement shall not constitute an agreement in favor of any third party according to Sec. 328 (1) of the German civil Code (*Bürgerliches Gesetzbuch – BGB*) except where it provides that our affiliates and third-party providers benefit from rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement. The parties to the Agreement may cancel or vary the Agreement in accordance with its terms without the consent of any third party.

## 13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may (i) assign our claims under or in connection with the Agreement; or (ii) otherwise transfer the Agreement (including any of our rights or remedies); in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void. Sec. 354a of the German Commercial code (*Handelsgesetzbuch – HGB*) remains unaffected.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by the laws of Germany without giving effect to conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. For the avoidance of doubt, the United Nations Convention for the International Sale of Goods (*CISG*) shall not apply. Each of us hereby consents to the non-exclusive jurisdiction of the courts of Frankfurt am Main, Germany, to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: the GDPR terms referred to in Section 6 of these terms (if applicable); third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to

the support provided by Thomson Reuters may be described on the applicable product support website or as otherwise provided by Thomson Reuters.

(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.