



Thomson Reuters and Client have entered into an Order Form that incorporates the terms set out in this Schedule (the “*Information Schedule*”) and the Master Terms.

1. SCOPE

- 1.1. This Information Schedule applies whenever Client subscribes to an Information Service. Capitalized terms used in this Information Schedule but not defined in clause 7 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to the rights provided in this Information Schedule will be included in an Order Form for a particular Service

2. BASIC USAGE PERMISSION

Subject to the terms of the Agreement, Thomson Reuters permits Client to access the Service(s) for the purpose of exercising the usage terms detailed in this Information Schedule or the applicable Order Form. Client must restrict access to the Information Services to Client's employees who require access in the performance of their employment duties. Free administrative IDs are to be used for Client's administrative account management only. Each User may, in the ordinary course of Client's business:

- (a) view, use and copy (download and/or print) Information for the User's individual use;
- (b) Distribute and Redistribute Insubstantial Portions of Information in a Non-Systematic manner;
- (c) Distribute Information to other Users who have a subscription from Thomson Reuters to view the same Information;
- (d) Redistribute Information to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client's compliance with laws and regulations;
- (e) Redistribute Information to Client's Representatives who are acting on behalf of the Client, solely to the extent required to advise Client and in accordance with the terms of this Agreement; and
- (f) use Information for the benefit of Client's customers if Client is a Professional Firm.

3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by Thomson Reuters, Client undertakes not to, and to ensure that Users will not:
 - 3.1.1. (i) create competitor products of the licensed Information Service; (ii) create derivative databases or other works whether using all or some of the Information; or (iii) otherwise use any Information Service (or any portion or derivation thereof) in any other product or service;
 - 3.1.2. use "web crawlers" or other types of software or hardware technology to automatically download or index Information from any Information Service.
 - 3.1.3. For Information Services accessed via Thomson Reuters (Tax & Accounting) Inc.'s online platforms:
 - (a) Client undertakes not to, and to ensure that Users will not:
 - (i) electronically reproduce any Information for inclusion upon Client's website, intranet, internet, etc.
 - (ii) modify, adapt, translate, or reverse engineer the Information Services.
 - (b) Client represents and warrants that it is not entering into this Agreement as part of, or to receive the benefit of, a consortium.

4. ATTRIBUTION

Except as otherwise specified in another Schedule or Order Form, Client must ensure that all Information it is permitted to Distribute or Redistribute is attributed to Thomson Reuters as the source (or, where applicable, the relevant Third Party Provider), in the following format: "Source: Thomson Reuters".

5. REGULATED INFORMATION

This clause only applies to Users accessing U.S. Regulated Information.

- 5.1. Regulated Information Usage. Thomson Reuters is not a consumer reporting agency, and Client certifies that it will not use any Information as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Client acknowledges that access to Regulated Information, available through the Information Service, including but not limited to credit header Information, motor vehicle Information, driver license Information, and voter registration Information is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Client agrees not to access Regulated Information for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable U.S. state or federal laws or regulations, or that is contrary to any additional terms, as identified in Section 6 above.
- 5.2. Regulated Information Usage Compliance. Thomson Reuters retains the right to temporarily or permanently block access to certain Information if Thomson Reuters, in its sole discretion, reasonably believes that the Information may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Information, Client acknowledges that from time to time, Thomson Reuters and its Contributors and/or various government entities will require Client to identify a permissible use (if applicable) and may inquire as to Client's compliance with applicable laws or the Client Agreement. Client agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Client shall immediately report to Thomson Reuters any actual or suspected misuse, abuse, or compromise of Information of which Client becomes aware.

6. CHECKPOINT

This clause only applies to Checkpoint-branded Information Services:

- 6.1. Client's payment entitles Client and Client's U.S.-based personnel (unless otherwise indicated on the Order Form) to access and use the Services, pursuant to the terms of the Agreement.
- 6.2. In the event that Thomson Reuters discontinues the production, sale or licensing of any Services and does not substitute equivalent Services for the discontinued Services, Thomson Reuters will give Client reasonable advance notice of such discontinuation, and upon such date of discontinuation, Thomson Reuters shall have the right to terminate the applicable Order Form as to such discontinued Services. As of the date of termination of such Order Form, Thomson Reuters shall credit or refund, as applicable, to Client, on a pro-rated basis, any applicable pre-paid fees for the discontinued Services, and Thomson Reuters shall have no further obligation to provide support as provided for in the Master Terms.



7. DEFINITIONS

Contributor - any third-party that licenses, contributes, or otherwise provides Information, features, software, or other materials to Thomson Reuters for inclusion in the Information Service

Distribute - to send within the Site and to Recipient Locations.

Insubstantial Portions - limited extracts which: (a) have no independent commercial value; and (b) could not be used as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, its Affiliates or its Third Party Providers.

Information Service – all Services containing Information or otherwise designated as an Information Services on an Order Form

Non-Systematic - use on an infrequent basis and not automatically generated by machine or regularly created by individual Users.

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

Regulated Information – certain Information available through the Information Service that is subject to heightened regulatory scrutiny under U.S. state and federal law.

Recipient Location - any of Client's offices (other than a Site), or any of Client's Subsidiary's offices, in each case, which receive Information from a Site.

Redistribute - to send outside the Site or any Recipient Location in the ordinary course of Client's business.

Representatives – Client's Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys).

Site - any location of Client to which Thomson Reuters supplies access to the Services directly, as specified on an Order Form.

Subsidiary – an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

User – (a) each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Thomson Reuters to access the relevant Service; (b) in the context of Access Declarations, such employees or contractors of Client's Subsidiaries; or (c) a group of individuals specifically designated as a User on an Order Form.