

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

1. SCOPE

- 1.1. This Professional Services Schedule will apply whenever a Client subscribes to Professional Services under an SOW. Capitalized terms used in this Professional Services Schedule are defined in the Master Terms or in clause 12 below.
- 1.2. In some cases additional or modified rights to those provided in this Professional Services Schedule apply to particular SOWs, and these are set out in the SOW.

2. PROVISION OF PROFESSIONAL SERVICES

Thomson Reuters will provide the Professional Services identified on the SOW to Client. The Professional Services will be provided at Thomson Reuters's premises unless a Site is specified on the SOW in which case they will be provided at the Site.

3. CLIENT OBLIGATIONS AND TIMETABLE MANAGEMENT

- 3.1. Client will take all reasonable steps to ensure the health and safety of any Thomson Reuters personnel carrying out the Professional Services while they are at the Client's premises.
- 3.2. The provision of the Professional Services is dependent upon Client, at all times and in a timely manner:
 - (a) supplying a qualified project manager to represent Client and co-operate and work with Thomson Reuters during the entire Professional Services engagement;
 - (b) if the Site is on Client's premises, providing Thomson Reuters 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, subject to clause 8.2;
 - (c) ensuring that Thomson Reuters has such access to and full co-operation of the technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as Thomson Reuters may reasonably require;
 - (d) providing Thomson Reuters with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by Thomson Reuters;
 - (e) ensuring that any equipment, operating systems and other software which Thomson Reuters is requested by Client to use or modify and any material or information provided to Thomson Reuters is either owned by Client or that Client has all necessary rights to authorize Thomson Reuters to use or modify it; and
 - (f) performing any additional obligations or dependencies specified in the SOW.
- 3.3. Where Thomson Reuters is prevented from performing its obligations under the SOW as a result of any failure or delay by Client to perform its obligations or dependencies under the Agreement then, without prejudice to Thomson Reuters's other rights or remedies, Thomson Reuters shall be entitled to:
 - (a) request a meeting with Client's senior management (and/or other management personnel specified in the SOW) and Client shall make relevant personnel from its senior management (and/or other management personnel specified in the SOW) available to discuss and, where applicable, agree to the reasons for and the consequences of such failure or delay; and/or
 - (b) submit a Change Request (as defined in clause 4.4 below) for execution by Client, which sets forth any amendments to the provisions of the Agreement as a result of any such delay or failure by Client, including the Fees and/or the Timetable. Client shall not unreasonably withhold or delay agreement under this clause 3.3.
- 3.4. Without prejudice to any other right or remedy available to Thomson Reuters, Thomson Reuters 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 Client's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

4. CHANGE CONTROL

- 4.1. 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).

- 4.2. Thomson Reuters shall carry out an initial assessment of any change request received from Client, including seeking further information from Client where required and shall respond to Client stating whether in principle Thomson Reuters is prepared to carry out the requested change. Thomson Reuters may reject a change request, acting reasonably.
- 4.3. Client shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by Thomson Reuters in order to respond to a change request as soon as reasonably practicable.
- 4.4. Where Thomson Reuters agrees in principle to a change, Thomson Reuters shall prepare and submit to Client a formal change request (a “**Change Request**”) 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.
- 4.5. No requested change shall have effect unless and until each party has signed the relevant Change Request.

5. USAGE PERMISSIONS AND RESTRICTIONS

Subject to the terms of the Agreement, Thomson Reuters grants Client a limited, non-exclusive, non-transferable, permission during the applicable term to use the Deliverables for the Client'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 Thomson Reuters'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.

6. INTELLECTUAL PROPERTY

Unless otherwise set out in the Agreement (including any applicable SOW), Client agrees that all intellectual property rights in Deliverables developed by or on behalf of Thomson Reuters as part of any SOW are and will remain the exclusive property of Thomson Reuters.

7. KNOW-HOW

In no event will Thomson Reuters be precluded from developing for itself or for others any materials and work product which is similar to the Deliverables. In addition, Thomson Reuters will be entitled to freely use its general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Thomson Reuters while performing the Professional Services.

8. DISCLAIMERS

- 8.1. **Additional Disclaimers.** Client 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.
- 8.2. **Pangea3 / Tax Services Disclaimers.** Client understands and accepts that Thomson Reuters is not a law firm or an accounting firm and is not engaged in the practice of (i) law or (ii) accounting, notwithstanding performance of the Services by lawyers or accounting professionals who are authorized to practice or licensed in the United States, United Kingdom, and/or India. Services, Deliverables and related work product currently provided by Pangea3 are being performed at the request of Client's legal department, and are being delivered directly to Client's legal department in support of the legal services that such department is performing for Client. Without limiting the foregoing, this Agreement and all the rights and obligations of the parties implied or explicitly covered herein are subject to the limitation of liabilities and warranties set forth in this Agreement. Client also acknowledges and agrees that (i) Thomson Reuters may be asked to provide legal support services to a third party in connection with non-litigation matters adverse to or involving Client's interests, and (ii) provided that such legal support services are not substantially related to the legal support services provided to Client hereunder, Thomson Reuters may provide such legal support services to a third party who directly or indirectly (e.g., through an affiliate), may be adverse to Client in future transactions.

9. PERSONNEL

- 9.1. Thomson Reuters 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 Client relating to that Site that are notified in advance.
- 9.2. Thomson Reuters shall bring to the Site any equipment that it is required to as specified in the SOW.
- 9.3. Client 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 Thomson Reuters, directly or indirectly employ or engage or solicit for employment or engagement any employee of Thomson Reuters provided that Client shall not be in breach of this clause 9.3 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.

10. INDEPENDENT CONTRACTOR

Thomson Reuters and Client agree that Thomson Reuters is an independent contractor.

11. SURVIVAL OF TERMS

Clauses 8 and 9.3 of this Professional Services Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.

12. DEFINITIONS

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

Documentation - the written, printed, or electronic documentation and technical information Thomson Reuters makes generally available in relation to the Software.

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

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

Specification - where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW.

SOW - any written statement of work governed by or order form related to the Master Terms detailing the Professional Services Client orders which has been accepted by Thomson Reuters.

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