



Thomson Reuters and Client 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 Client licenses Software. Capitalized terms used in this Software Schedule but not defined in clause 7 below are defined in the Master Terms.
- 1.2 In some cases additional or modified rights to those provided in this Software Schedule will be included in an Order Form.

2. DELIVERY, INSTALLATION AND HOSTING

- 2.1 Delivery. Thomson Reuters will use reasonable endeavors to make the Software available to Client (including, where applicable, issuing an electronic key for activating the Software) on the 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 upon the parties. Thomson Reuters may make the Software available by requiring Client to retrieve it or by delivering it to Client via an electronic method. Delivery of Software shall have occurred when Thomson Reuters has made the Software available via download to a Client computer system. The Software and Documentation shall be deemed accepted on initial delivery of the Software.
- 2.2 Operating Specifications, Installation and Hosting. Thomson Reuters will provide Client with the operating Specifications and, if applicable, installation instructions for the Software. Where Thomson Reuters hosts the Software, Client agrees that: (a) Thomson Reuters shall be responsible for installation of all applicable Software, Upgrades and Updates on the Thomson Reuters systems, provided that such installation may be subject to an additional Charge; and (b) Thomson Reuters may give less notice of change than those set out in the Master Terms. Client shall secure its computing environments according to generally accepted industry standards to ensure that the Software is secure and cannot be accessed by any unauthorized party.
- 2.3 Certificate. If requested by Thomson Reuters, Client will sign a certificate confirming availability or installation of the Software.

3. USAGE PERMISSIONS AND RESTRICTIONS

- 3.1 Software. Subject to the terms of the Agreement, Thomson Reuters permits Client on a limited, non-exclusive, non-transferable basis, to install and use the number of Authorized Positions of the Software in the specified operating environment at the Authorized Locations 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 Client by Thomson Reuters under this Schedule, Thomson Reuters grants to Client a limited, nonexclusive, nontransferable 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 Client. Client will be required to supply to Thomson Reuters certain information about Client's system administrator including name, address, telephone number and other identifying information.
- 3.3 Authorized Use. Client is hereby authorized to do the following:
 - (i) use Software and Documentation at the Authorized 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 Thomson Reuters; and
 - (iv) perform work using the Software for the benefit of its Affiliates where such work is performed free of charge (intra-company charges being deemed free of charge hereunder).

Client will be responsible for any liability that may occur (either to Thomson Reuters or Client) as a result of Client giving Client's password to a third party or to unauthorized users within Client's company. Client is not authorized to rent, lease, lend, sublicense, give, sell, resell, or otherwise transfer the Documentation or the Software, or permit any unauthorized third party to access the Software or Documentation.

3.4 Back-Ups. Client may make a reasonable number of back-up copies of the Software provided under this Schedule per location where Client is authorized 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. Client agrees to indemnify and hold Thomson Reuters harmless from and against liabilities, losses, costs, and expenses (including reasonable attorney's fees) incurred by Thomson Reuters in connection with a third party's use of the Software on behalf of Client, 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. Thomson Reuters may make available to Client, software for use in connection with other Thomson Reuters products ("Supplemental Software"). All Supplemental Software will be licensed to Client under a license 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, Client agrees to be bound by the terms and conditions of the accompanying license agreement. If Client does not so agree, Client must return any tangible copies of the Supplemental Software in its possession or control.

3.7 Use by Professional Firms. If Client is a Professional Firm, then the words "internal business" as used in clause 3.3(i) shall include use by Client for the benefit of Client's customers.

3.8 Suspension and Deactivation. Without prejudice to any other rights, Thomson Reuters may at any time suspend or deactivate Client's right to use or access the Software, or terminate an Order Form, Schedule, or the Agreement. In such cases, Client must stop using or accessing the Software and destroy all copies of the Software and its component parts.

4. RECORD KEEPING AND REPORTING

4.1 Records and Reports. With respect to the Software, Client shall maintain, during the term of the Order Form, and for a minimum of three (3) years following termination, adequate records relating to its Users' use of the Software, including the number of Users and Authorized Positions, the sites where the Software is used, and any Charges associated with the use of the Software. Upon Thomson Reuters's written request, Client shall provide Thomson Reuters with a report detailing the above.

4.2 Reporting and Fees. If Client is required to pay any on-going usage based Charges, Client will provide electronic quarterly reports relating to such Charges to Thomson Reuters (in sufficient detail and in the format reasonably required by Thomson Reuters). Reports covering the prior calendar quarter will be provided to Thomson Reuters within 15 days following the end of that quarter, along with payment any Charges due to Thomson Reuters.

5. WARRANTY

5.1 Thomson Reuters: (i) warrants to Client 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 Thomson Reuters during the Warranty Period in a reasonable time and manner. If Thomson Reuters is unable to correct any reported Error in a reasonable time and manner, Client may terminate the Order Form for the affected Software by notice to Thomson Reuters to be received promptly following such reasonable period.

CLIENT'S SOLE AND EXCLUSIVE REMEDY AND THOMSON REUTERS'S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REFUND

THE APPLICABLE FEE, whereupon the licenses granted will immediately terminate. Thomson Reuters 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.

6. **DATA SECURITY**

Thomson Reuters shall use reasonable care to provide a secure environment for receipt and transmission of information. A summary of Thomson Reuters's data security policies and procedures will be made available upon request. Thomson Reuters disclaims all liability for damages to the extent arising from: (i) the failure of services provided by third parties (e.g., telecommunications carriers), (ii) the disclosure or dissemination of information during transmission to and from the Hosted Application, although Thomson Reuters encrypts such information during transmission; and (iii) delays or errors related to the Hosted Application caused by systems or components outside of the Thomson Reuters network. Nothing expressed or implied in this Agreement or otherwise shall permit Client or any party working on behalf of Client the right to perform an ethical hack, utilize electronic scanning or otherwise implement active or passive security testing against Thomson Reuters or its Affiliates' systems.

7. **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.

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

Authorized Position - the authorized number and type of positions or devices for an item of Software specified on the Order Form. A position or device may be defined in an Order Form as a single computer (workstation, terminal, pager, cellular phone or digital assistant), server, router or any similar device or a user. Each processor in each such device constitutes a separate Authorized Position.

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

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

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

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.

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

Specifications - Thomson Reuters'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.

Warranty Period - a period of 90 days beginning on acceptance of the Software in accordance with clause 2 of this Software Schedule.