

General Terms and Conditions

These General Terms and Conditions (“General Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “us”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. Definitions

- a. **“Affiliate”** means, in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. **“Agreement”** means each Ordering Document, these General Terms, and any applicable terms that are incorporated in the Ordering Document or these General Terms.
- c. **“Confidential Information”** means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the Services or provided by us regarding the capabilities, operation, and use of our Services.
- e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. **“Property”** means our property, which includes but is not limited to our Services, information, Documentation, data (whether tangible or intangible) and Usage Information. Property also includes data, information and technologies supplied by our third-party providers and available through the Services.
- h. **“Services”** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of the Property.
- j. **“Your Data”** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP Ownership; Licenses & Delivery

a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Property. You acknowledge that, as between the parties, all intellectual property rights in the Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Property and will include such notices on any copy you are permitted to make.

b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes subject to the terms and conditions of the Agreement.

c. **Documentation License.** Where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services subject to the terms and conditions of the Agreement.

d. **Installed Software License.** To the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes subject to the terms and conditions of the Agreement. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence (“AI”)-based functionality within our Services (“Input”) resulting in an output generated by the AI service (“Output”). You grant Thomson Reuters a license to use, modify, and adapt the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of the Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. If you are permitted in the Ordering Document or a separate agreement with Thomson Reuters to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party’s name, trademarks or any derivatives of them, without the other’s prior written consent.

3. Our Services

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces (“APIs”) for applicable Services. Any

additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party.

c. **Third-Party Provider Terms.** Our 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 Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms (collectively, "Third-Party Provider Terms"). You agree to comply with all applicable Third-Party Provider Terms.

d. **Third-Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

e. **Integrations.** If permitted by Thomson Reuters, you may integrate certain third-party services, platforms, applications, extensions, add-ons, and related offerings that are not provided by us with the Services (collectively, "Integrations"). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Integrations and will not be responsible for your use of Integrations. If you choose to use an Integration with the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Integration to you.

f. **Unauthorized Technology.** Unless we give you prior written authorization, you must not (i) run or install any computer software or hardware on, against, in relation to, or as an overlay over, our Services or network; (ii) mine, scrape, index, or otherwise automatically access, collect, copy, download or record the Property; or (iii) automatically connect (whether through APIs or otherwise) the Property to other data, software, services or networks. Neither party will knowingly introduce any malicious software or technologies into the Services or the other party's networks.

g. **Use Restrictions.** You shall not use or permit a third party to use the Property for any purposes beyond the scope of the access granted in the Agreement. Without prejudice to the generality of the foregoing, and unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, make available, publish, display, store, copy, modify, merge, adapt, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer the Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide the Property on a white-labelled/re-branded basis, or otherwise commercially exploit the Property in any manner; (iii) use the Property to develop or improve products or services that compete with the Services; (iv) allow third parties to access, use or benefit from the Property in any way; or (v) use the Property (1) to develop, train, adapt, fine-tune, modify or improve any artificial intelligence software or other technologies, (2) to create any derivative works, adaptations, compilations or collective works in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of Thomson Reuters, our third-party providers, or any other person, or (3) in a manner that violates any applicable law. You shall not impersonate another person or entity, hide or attempt to hide your identity, knowingly misrepresent your affiliation with a person or entity or otherwise use the Services for any fraudulent purpose.

h. **Acceptable Use.** You may (i) download limited extracts of content from our Services solely for your own internal business purposes; (ii) print limited extracts of content from our Services solely for your own internal business purposes; and (iii) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in any case, (1) any such downloading, printing, or distribution is done at all times in accordance with the terms and conditions of the Agreement, (2) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services, and (3) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or

accounting services, or legal advice to your clients, the provisions of Section 3(g) do not preclude you from using our Services in accordance with the Agreement to benefit your clients in the ordinary course of your business of providing audit, tax, or accounting services or legal advice. Except as expressly set forth in the Agreement, we retain all rights and you are granted no rights in or to the Property. Notwithstanding any other provision in the Agreement, we may, without prior notice, suspend or limit your use of the Services for your violation of Section 3(g) (Use Restrictions) or this Section 3(h) (Acceptable Use) and we reserve the right to suspend or limit your use of the Services while we investigate any suspected violation of the same.

i. **Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at <http://tr.com/trdsa> ("DSA") shall apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

j. **Regulatory Compliance and Export Control.** Each party shall at all times comply with applicable law, including export controls and economic sanctions, that apply in connection with the Agreement. You represent and warrant on an ongoing basis that you will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner or from a location that may breach any applicable export control or economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union and its Member States, Switzerland, or any other applicable jurisdiction. You warrant that neither you, nor any Affiliate that you allow to access to the Services, is or is affiliated with, owned, or controlled by a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation, through the use of bank accounts at banks that are sanctioned parties.

k. **Your Responsibilities.** You are responsible for (i) proper use of the Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of the 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.

4. Charges

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including reasonable legal fees. The charges listed on the Ordering Document are exclusive of applicable taxes. You must pay applicable taxes and duties, including withholding taxes, value added tax (VAT), sales tax or other taxes (excluding income taxes imposed on Thomson Reuters). You will provide Thomson Reuters written evidence of any withholding tax paid by you or any tax exemption on which you wish to rely. If you are obliged to withhold or deduct any portion of the charges, then Thomson Reuters shall be entitled to receive from you such amounts as will ensure that the net receipt, after tax and duties, to Thomson Reuters in respect of the charges is the same as it would have been were the payment not subject to the tax or duties. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document 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 Services or data.

5. Privacy

a. Compliance with Privacy Laws. Each of us will comply with all applicable Privacy Laws when we collect or process Personal Information in connection with this Agreement. In this Section 5: Personal Information means "personal information" as defined in the Privacy Act 2020 (NZ) and any other information relating to individuals that is subject to the operation of Privacy Laws, that either party collects, receives, accesses, stores or otherwise processes in connection with this Agreement; and Privacy Laws means the Privacy Act 2020 (NZ) and any other applicable laws (to the extent they apply to each of us) in force from time to time in any New Zealand or non-New Zealand jurisdiction affecting privacy or Personal Information, including (as applicable) the General Data Protection Regulation (EU) 2-16/679. When applicable to your location, additional terms will apply to the Agreement, including the applicable terms located at www.tr.com/privacy-information.

b. Our obligations. You acknowledge that we may use and disclose the Personal Information you provide to us under this Agreement for a variety of purposes, including: (i) to supply products and services; (ii) to monitor use of our products and services for the purposes of future development and to ensure they meet your needs and interests; and (iii) to administer your account and enforce your contract, which may include disclosure of Personal Information to other members of the global Thomson Reuters group of companies. We will always collect, use and disclose Personal Information you provide to us in accordance with our Privacy Policy, as updated from time to time, available at <https://www.thomsonreuters.com/en/privacy-statement.html>. We will take reasonable steps to protect Personal Information you provide to us from unauthorised access, use, disclosure and loss, using commercially appropriate security practices and technologies. On termination of this Agreement, we will: (i) provide to you, where reasonably requested, all Personal Information you have provided to us that is in our possession; (ii) cease using your Personal Information; and (iii) to the extent reasonably practicable, permanently remove all copies of your Personal Information from our systems, except to the extent necessary to comply with laws or where such information is retained for legitimate business purposes as contemplated in the Privacy Act.

c. Your obligations. You warrant that you will not provide Thomson Reuters with any Personal Information except where you have all rights required by Privacy Laws to do so, including having obtained all necessary consents and provided all necessary collection notices.

d. International transfers. You expressly acknowledge and consent to: (i) us transferring and disclosing Personal Information you provide to us to the global Thomson Reuters group of companies and our third-party service providers, including those located outside of New Zealand, to the extent required to provide the products and services; and (ii) such overseas recipients storing and processing such Personal Information provided by you on servers outside New Zealand. Overseas recipients may be located in countries including, but not limited to, Australia, Singapore, India, the Philippines, Canada, USA, United Kingdom, Costa Rica and Argentina.

e. Response to Data Breach. If either party becomes aware of, or suspects there has been, any loss of, unauthorized access to or use or disclosure of, or breaches of security in relation to, any Personal Information in connection with this Agreement ("Data Breach"), that party must, as soon as possible, notify the other party of the actual or potential Data Breach. Each of us agrees to cooperate in good faith in relation to the investigation and assessment of the relevant Data Breach, and in relation to any notifications required to be made under Privacy Law to affected individuals and to the New Zealand Privacy Commissioner or an equivalent local or foreign regulator (each a Regulatory Authority). Generally, if a Data Breach occurs on our systems and impacts Personal Information you provide to us as well as other Personal Information provided by our other customers, then we will take primary responsibility for notification (unless otherwise reasonably agreed). Any correspondence with a Regulatory Authority or affected individuals must be in a form that is mutually agreed by both parties (such agreement or approval not to be unreasonably withheld). However, nothing in this Section 5(e) will prevent either of us from complying with our respective obligations under Privacy Laws, including in respect of notifying a Regulatory Authority or affected individuals about a Data Breach.

f. Audits. Upon your written request and no more than once per year during the term of the Agreement, Thomson Reuters will allow for and contribute to audits conducted by you or an external auditor selected by you in the form of providing answers to a reasonable questionnaire with respect to Thomson Reuters's processing of Personal Information. At your expense and to the extent a more extensive audit is granted by Thomson Reuters, then the parties agree to negotiate, in good faith, a statement of work that outlines the scope and time frames of the audit.

6. Confidentiality

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either party to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (1) is or becomes generally available to the public (through no act or omission of the receiving party); (2) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (3) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (4) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This Section 6 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.

7. Warranties and Disclaimers

a. GENERAL. YOU MAY HAVE RIGHTS UNDER STATUTORY CONSUMER PROTECTION LAWS THAT CANNOT BE EXCLUDED, RESTRICTED, LIMITED OR MODIFIED.

b. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

c. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY 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, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

d. PROFESSIONAL SERVICES. WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

e. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), (C), and (D) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON 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 LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE 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. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

f. 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 SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. 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. 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 SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. Liability

a. LIMITATION. 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 AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. EXCLUSIONS. 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. 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.

c. Unlimited Liability. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(g); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. Third-Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms and conditions 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 Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with the Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in Sections 9(b) or 9(c).

e. Your Obligations. You are responsible for any reasonable loss, damage or cost we and our Affiliates 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 host, use or modify in the provision of our Services infringes the intellectual property rights of a

third party (except to the extent of any indemnity we provide you under Section 8(d) (Third-Party Intellectual Property)); (ii) your or your subcontractors' use of the Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We are not responsible if the Services fail to perform due to your or your third-party service provider's systems, software, hardware, or actions or inactions. We may assist you in investigating and resolving any such failures, subject to the parties agreeing to a written statement of work in advance setting forth the terms, scope, and fees.

9. Term, Termination

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either party gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension.** We may suspend or limit your use of the Services, or modify the terms on which it is provided, if (i) we are required to do so by a third-party provider, court or regulator; (ii) there has been or it is reasonably likely that there will be: (1) a breach of security; (2) a breach of the Agreement or another agreement between us; or (3) a violation of applicable law or third-party rights. We will notify you prior to such suspension or limitation unless we determine, in good faith, that (i) we are prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice to prevent imminent harm to us or a third party. Charges remain payable in full during periods of suspension or limitation arising from your fault or breach of the Agreement or another agreement between us. We may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of your use of the Services if we determine that the cause of the suspension or limitation is not capable of cure or has not been cured within the time frame required by us.

c. **Termination.** Either party may terminate the Agreement immediately upon written notice if the other party commits a material breach of the Agreement and fails to cure such breach within 30 days of written notice by the non-breaching party. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Either party may terminate the Agreement upon written notice if the other party becomes insolvent or makes a general assignment for the benefit of its creditors. We may terminate the Agreement, in whole or in part, upon reasonable notice in relation to a Service which is being discontinued.

d. **Pro Rata Refunds.** If we suspend your use of the Services or terminate the Agreement for reasons not related to your fault or breach of the Agreement or another agreement between us, you will be entitled to a pro rata refund of any recurring charges paid in advance for Services that have not been rendered. To the extent permitted under applicable law or regulation, you will also be entitled to a pro rata refund of the relevant portion of any indirect taxes paid in advance for Services that have not been rendered.

e. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of the Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

f. **Amendments.** We may modify these General Terms, any applicable product specific terms, or any additional terms incorporated in these General Terms (including, but not limited to, Third-Party Provider Terms, DSA, and DPA), at any time by providing notice to you by posting the updated terms at <http://tr.com/nz-general-terms-and-conditions> (or the applicable product specific terms link in the Ordering Document), providing notice to you through your TR account (i.e., My Account or Self-Service Portal), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree

to be bound by the most recent version of the terms. You are responsible for reviewing and becoming familiar with any such modifications.

g. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service on written notice to the other.

10. Third-Party Rights

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. General

a. **Assignment.** Unless otherwise provided in this Section 11(a), neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, Service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of the Property 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.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of New Zealand and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of New Zealand to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is conflict among any elements of the Agreement, the descending order of precedence is: any applicable Third-Party Provider Terms contained in Section 3(c) of these General Terms; the applicable Ordering Document; any applicable product specific terms; any applicable additional terms for Services with generative AI skills, these General Terms; and any remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these General Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters or its agents may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at <http://thomsonreuters.com/support-and-training>. You may request assistance with any of the following: (a) issues caused by you or third-party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional charges for such assistance may apply.

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. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.
- j. **Damages Not an Adequate Remedy.** Notwithstanding any express remedies provided under this Agreement and without prejudice to any other right or remedy which a party may have under applicable law, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of Section 3(g) (Use Restrictions), 3(h) (Acceptable Use), or Section 6 (Confidentiality) of the Agreement. In the event of any such breach or anticipated breach, a party to the Agreement may seek the remedies of injunction and/or an order for specific performance.
- k. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.
- l. **Notices.** Except as otherwise provided in the Agreement, all notices under the Agreement must be in writing and sent by email or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of Third-Party Provider Terms via publication on the URL in Section 3(c) or within the Services themselves.
- m. **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, or employment relationship between the parties.
- n. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between the parties 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 party acknowledges that, in entering into the Agreement, it has not relied on any representations made by the other party that are not expressed in the Agreement.

Prior version

5.0 last modified November 15, 2023