

## Product Specific Terms and Conditions for licensing Zennovate Product

### Zennovate Product includes

- ZENNOVATE on-premise E-Invoicing solution for Kingdom of Saudi Arabia, United Arab Emirates, Oman, Qatar, Kuwait & Bahrain and connected professional services
- ZENNOVATE Invoicing on-premise solution and connected professional services
- ZENNOVATE GCC VAT compliance solution for Kingdom of Saudi Arabia, United Arab Emirates, Oman, Qatar, Kuwait & Bahrain and connected professional services

### Terms and Conditions

These Product Specific Terms and Conditions form part of and are incorporated into the agreement between the Customer and Thomson Reuters (the "**Agreement**") for the licensing of the Zennovate Product.

#### 1. LICENSE KEY: PROCESS

- 1.1 At the commencement of a Customer contract, Thomson Reuters (through Zennovate) shall issue a User Acceptance Testing (UAT) License Key to the Customer for access and use of the Zennovate product (the "**Product**"), valid until the expiry of the Statement of Work (SoW) or UAT completion and sign-off by Customer, whichever is earlier.
- 1.2 Upon Thomson Reuters' receipt of a written UAT sign-off by the Customer, Thomson Reuters shall issue a Production License Key within five (5) business days of such receipt. The Product License Key shall be valid for a period of one (1) year from the start date of the license period as specified under the Ordering Document ("**Product License Term**"). Each Product License Term shall be part of the Minimum Term or Automatic Renewal Term (as specified under the Ordering Document).
- 1.3 Thomson Reuters' (through Zennovate) shall send automated renewal notifications to Customer at 90, 60, and 30 days prior to the expiry of the Product License Term. Customer's failure to renew the Product License Term may lead to suspension or termination of the Product License and related services.
- 1.4 Upon receipt by Thomson Reuters' of a renewal request from the Customer and fulfillment of applicable conditions under Clause 2 below, Thomson Reuters' (through Zennovate) shall issue the renewed Product License Key no later than five (5) business days before the expiry of the then Product License Term under the Minimum Term or Automatic Renewal Term.
- 1.5 The Product License Key shall also be tied to number of contracted invoices and/or invoice line items (transactions) as specified under the Ordering Document. Thomson Reuters' (through Zennovate) shall trigger automated alerts to the Customer when invoice consumption reaches 70%, 80%, and 90% of the contracted limit as specified under the Ordering Document. Upon reaching the number of contracted invoices and/or invoice line items (transactions) as specified under the Ordering Document, the Product License Key shall expire or terminate, unless renewed as per Clause 1.6.
- 1.6 Upon Customer's request in writing to Thomson Reuters' for additional volume, Thomson Reuters' shall issue a new or supplemental Product License Key within five (5) business days of receipt of said request and applicable payment.
- 1.7 Thomson Reuters (through Zennovate) may make updates and upgrades to the Product available to the Customer from time to time. The Customer is encouraged to install such updates and upgrades to maintain full functionality. Should the Customer choose not to do so, Thomson Reuters shall have no obligation to support, maintain, or resolve any issues arising in respect of any superseded or obsolete version of the Product, and shall not be required to issue any renewal or replacement License Key for such version. Continued use of an unsupported version is at the Customer's sole risk.

## **2. CONDITIONS FOR LICENSE KEY ISSUANCE / RENEWAL**

- 2.1 Issuance of the Product License Key is subject to:
- a) Written UAT sign-off by the Customer; and
  - b) Payment by the Customer of Product fees (including license, fees for invoice additional volume (where applicable), and professional services for the Product).
- 2.2 Renewal of the Product License Key is subject to Payment by the Customer of Product fees (including license fee for the Renewal Term, fees for invoice additional volume (where applicable), and outstanding professional services for the Product).
- 2.3 In case a dispute is raised by a Customer prior to the payment due date for renewal for the subsequent year, the renewed Product License Key shall be issued to the Customer only after such disputes have been resolved.
- 2.4 Where transaction volume information as a condition for Product License Key renewal is required, Thomson Reuters (through Zennovate) shall request Customer to promptly provide: (i) the exact data required; (ii) the format; and (iii) the submission deadline — no later than thirty (30) days before the renewal date. In the event the Customer fails, refuses, or delays in providing the required information by the specified deadline, Thomson Reuters may notify the Customer and instruct/authorise Zennovate to suspend the relevant services, access to Product and disable the applicable Product License Key. Neither Zennovate nor Thomson Reuters shall have any liability to the Customer for any loss, disruption, or damage arising from a suspension or disablement carried out under these Product Specific Terms and Conditions.

## **3. SUSPENSION AND DISABLEMENT**

- 3.1 Notice and Cure. Where the Customer has not paid invoices within thirty (30) days of the payment due date or as per the timeline agreed under the Customer Agreement, Thomson Reuters shall notify the Customer in writing. If the payment remains outstanding for a further 30 business days or as per the timeline agreed under the Customer Agreement after such notice ("Cure Period"), Thomson Reuters reserves the right, at its sole discretion, to:
- a) Suspend maintenance, support, updates, and upgrades to the Product; and/or
  - b) Withhold issuance of the renewal Product License Key.
- 3.2 Disablement. Thomson Reuters (through Zennovate) may at the end of a final notice of ten (10) business days to Customer disable access to the Product and cancel the Product License Key under clause 2.
- 3.3 Data Access. Notwithstanding any suspension or disablement, the Customer shall at all times retain access to its own transactional data and e-invoicing records for a minimum period of ninety (90) days following disablement. After disablement, Customer may request export or read-only access to Customer data for up to ninety (90) days, subject to platform capabilities and payment of any applicable extraction fees. After such period, Customer data may be deleted subject to applicable law and the Agreement.
- 3.4 Reinstatement. Upon clearance of all overdue amounts, Thomson Reuters shall issue written confirmation of payment, and the Product License Key shall be reinstated along with the suspended support services within five (5) business days of Thomson Reuters' written confirmation of payment.
- 3.5 No Breach. For the avoidance of doubt, any suspension or disablement specified under this Product Specific Terms and Conditions shall not constitute a breach of the Agreement by Thomson Reuters or Zennovate, and any associated service interruption shall be solely attributable to the Customer's failure to comply with its obligations hereunder.
- 3.6 Conflict. In the event of a conflict or inconsistency between these Product Specific Terms and Conditions and the Agreement, these Product Specific Terms and Conditions shall govern.