

These Trial Terms and Conditions and its schedule (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below.

“We”, “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). “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.
- b. **“Agreement”** these 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 product or provided by us regarding the capabilities, operation, and use of our Services.
- e. **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- f. **“Services”** means the cloud computing services, software-as-a- service supplied by Thomson Reuters under the Agreement.
- g. **“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 our Property.
- h. **“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 our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License** Subject to the terms and conditions of the Agreement, 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.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, 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.
- d. **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. 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.

- e. **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.
- f. **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. Certain Services include updates (bug fixes, patches, maintenance releases).
- 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. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.
- c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- d. **Third Party Providers.** 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 and <https://legalsolutions.thomsonreuters.co.uk/third-party-terms> You agree to comply with all applicable third-party terms therein.
- e. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers’ property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works,

compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) 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 (2) 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, this Section 3(e) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

- f. **Security.** Each of us 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 located here tr.com/trdsa ("Data Security Addendum") 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.
- g. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with 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.
- h. **Your Responsibilities.** You are responsible for (i) proper use of our 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 our 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. 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 1988 (Cth) 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 1988 (Cth) and any other applicable laws (to the extent they apply to each of us) in force from time to time in any Australian or non-

Australian 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; 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 Australia, 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 Australia. Overseas recipients may be located in countries including, but not limited to, New Zealand, 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 Office of the Australian Information 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 4(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.

5. 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 of us 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: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) 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; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) 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 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. In the event of any breach of the confidentiality provisions of this Section 5, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

6. WARRANTIES AND DISCLAIMERS

- a. **GENERAL.** YOU MAY HAVE RIGHTS UNDER STATUTORY CONSUMER PROTECTION LAWS INCLUDING BUT NOT LIMITED TO THE COMPETITION AND CONSUMER ACT 2010 (CTH) (OR ANY LEGISLATION WHICH AMENDS OR REPEALS THAT LAW), 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 OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.
- c. **LIMITED WARRANTY SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE SERVICES 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 WARRANT THAT 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. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 6(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.

7. 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 7(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful 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; (iv) your indemnification obligations in Section 7(e); or (v) 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. **Limitation of Liability.** In no event shall TR or its third party licensors be liable for: direct, indirect, special or consequential damages, including lost business, lost profits, interest, penalties or assessments imposed under applicable laws or otherwise; third party claims by client affiliates, partners or customers; or damages with respect to which client contributed or acted as an intervening cause, whether foreseeable or not, even if we or a third party licensor has been advised of the possibility of such damages.
- e. **Customer Indemnification of TR.** Customer is solely responsible for access to and use of the service by its authorized users or any other person or entity to which it grants access. Customer agrees to defend, at its own expense and hold TR harmless against any claims, suits, proceedings (each a "claim") or liability (including legal fees) brought against TR resulting from Customer, its authorised users' or other party's access to and use of the service, and to indemnify TR for any damages, costs, expenses, and/or losses resulting from such claim or Customer's authorised users' or other party's breach of the Customer's obligations herein, including, without limitation, breach of sections 2 and 5 hereto.

8. TERM, TERMINATION

The Licence granted hereunder is effective as of the Start Date and will continue for a period of 14 days after which we will terminate your access to the Service. 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 free trial shall be permanently destroyed at the end of the term.

9. THIRD PARTY RIGHTS

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

10. GENERAL

- a. **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 our Property in any manner and for any purpose.
- c. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the New South Wales, Australia and each of us hereby irrevocably submits to the exclusive jurisdiction of the courts of New South Wales to settle all disputes or claims arising out of or in connection with the Agreement.
- b. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on the applicable product support website or as otherwise provided by Thomson Reuters. You may request us to assist 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 has 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 in respect of such assistance may apply.
- c. **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.