



INTELLECTUAL PROPERTY & SCIENCE  
PROFESSIONAL SERVICES TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these Terms and Conditions, the following capitalized terms have the following meanings:

“**Affiliate**” means in relation to any Party, any entity that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party, and in relation to TR includes: (i) Thomson Reuters Corporation or any entity or entities that from time to time is/are the parent company or parent companies of any of the Thomson Reuters group of companies (each a “**Thomson Reuters Parent Company**”) and (ii) the respective direct or indirect subsidiaries of any Thomson Reuters Parent Company.

“**Agreement**” means the agreement created between the Parties incorporating these Terms and Conditions and the SOW entered into by the Parties, and any other document explicitly incorporated by reference into these Terms and Conditions or the SOW;

“**Change Request**” means a request for changes to the Deliverables and/or the Services;

“**Client**” means the entity identified as the Client in the SOW;

“**Confidential Information**” means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates, and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude was confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

“**Control**” and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

“**Deliverable**” means any deliverable or output to be provided to Client as set out in the SOW;

“**Effective Date**” means the date on which: (i) TR receives approval of the SOW from Client in writing, including by email ; or (ii) Client signs the SOW, whichever is the earlier;

“**Fees**” means the fees payable by Client as set out in the SOW;

“**Intellectual Property Rights**” means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

“**SOW**” means a TR statement of work signed by TR and Client and incorporating these Terms and Conditions or such other document executed or otherwise agreed to by Client (whether in writing or electronically) which details the Services and incorporates these Terms and Conditions;

“**Party**” means a party to the Agreement;

“**Services**” means any professional services, including but not limited to implementation, customisation, maintenance and support, training and consulting services to be provided by TR under a SOW, as described more fully in such SOW;

“**Third Party Supplier**” means a third party supplier of content, software or technology;

“**Timetable**” means the timetable for the provision of the Services and delivery of any Deliverables as set out in the SOW; and

“**TR**” means the Thomson Reuters entity identified in the SOW.

1.2 In the event of any conflict between a SOW and these Terms and Conditions, the SOW shall prevail.

2 PROVISION OF SERVICES AND DELIVERABLES

2.1 With effect from the Effective Date, TR will provide Deliverables to or shall procure the performance of the Services for Client in accordance with and subject to the provisions of this Agreement.

2.2 TR will use commercially reasonable endeavours to provide the Services and/or deliver the Deliverables to Client substantially in accordance with the SOW.

3 CLIENT OBLIGATIONS

3.1 Client will take all reasonable steps to ensure the health and safety of any TR personnel and/or contractors carrying out the Services while they are at Client's premises and to provide them with such equipment and technical services as they may reasonably require for the performance of the Services.

3.2 Client shall at all times:

3.2.1 ensure in a timely manner that TR has such access to and full cooperation of such technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;

3.2.2 provide TR in a timely manner with information, specifications or instructions of sufficient detail, accuracy and completeness as reasonably required by TR;

3.2.3 ensure that any equipment, operating systems and other software which TR is requested by Client to use or modify and any material or information provided to TR, are either owned or licensed by Client such that Client has all necessary rights to authorise TR to use or modify it; and

3.2.4 use all reasonable efforts to perform any additional obligations specified in the SOW in a timely manner.

3.3 Without prejudice to any other right or remedy available to TR, TR will not be liable for any delay or failure to perform the Services or failure to comply with any timetable, or error or defect in the Deliverables, if such failure or error occurs as a result of (i) Client's failure to perform its obligations under the Agreement in a timely manner; or (ii) any other act or omission by Client other than due performance of its obligations.

4 FEES AND PAYMENT

4.1 Client shall pay to TR in accordance with the payment provisions set out below and on the SOW: (i) the Fees; and (ii) any other costs and expenses, including travel, as incurred by TR in performing the Services.

4.2 Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of the date of the relevant invoice from TR (“**Due Date**”). Unless otherwise stated on the SOW, all payments shall be made in U.S. dollars. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid by the Due Date; such interest shall accrue on a daily compound basis.

4.3 All Fees shall be exclusive of any and all charges imposed by a government or other third party (“**Tax**”), including any consumption, sales or value-added taxes and any import or export fees or charges which shall be payable by Client in addition to the Fees. If Client is obliged to withhold or deduct any portion of the Fees then TR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to TR in respect of the Fees is the same as it would have been were the payment not subject to the Tax.



4.4 If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Services under this Agreement, TR shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable licence.

## 5 CHANGE CONTROL

5.1 Either Party may request changes to the Deliverables and/or the Services (each a "Change") by submitting, a Change Request to the other Party in writing (including by email).

5.2 TR shall carry out an initial assessment of the Change Request, including seeking further information from Client where required, and shall respond to Client stating whether in principle TR is prepared to carry out the requested Change. TR may reject a Change Request in its absolute discretion.

5.3 Client shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by TR in order to respond to a Change Request as soon as reasonably practicable.

5.4 Where TR agrees in principle to a Change, TR shall prepare and submit to Client a formal change order (a "Change Order") setting out: (i) the scope and impact of the Change, including Changes to the scope of the Deliverables and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement including the Fees.

5.5 No requested Change shall have effect unless and until each Party has signed the relevant Change Order.

## 6 RIGHTS OF USE

6.1 TR grants Client a limited, non-exclusive, non-transferable, worldwide licence to use the Deliverables for Client's internal business purposes to the extent required for the proper enjoyment of the Services, in accordance with the licence rights and restrictions set out in the SOW. Where a Deliverable includes configuration or modifications to TR's standard products or services, the output shall be licensed on the same basis as the terms applicable to the relevant products or services.

6.2 Save as expressly set out in this Agreement, (i) neither Party assigns any Intellectual Property Rights, nor grants any licences or rights in respect of such Intellectual Property Rights to the other Party, and (ii) each Party expressly reserves its Intellectual Property Rights. Client waives any right it may have to prevent and/or to be compensated for TR's or its Affiliates' use of any feedback for any purpose.

## 7 CONFIDENTIAL INFORMATION

7.1 Each Party and its Affiliates (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "Disclosing Party") secret and shall not:

7.1.1 disclose such Confidential Information to anyone except to those of its or its Affiliates' employees, agents or contractors who are bound by confidentiality obligations strictly for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

7.1.2 use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

7.2 Clause 7.1 shall not apply to any Confidential Information to the extent that:

7.2.1 it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

7.2.2 it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party provided that such third party did not breach a

confidentiality obligation in making such communication to the Receiving Party.

7.3 In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests). In the event that such an order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

## 8 WARRANTIES

8.1 TR warrants that it has the right to grant all licences granted and to assign all rights assigned under the Agreement.

8.2 TR warrants that it will provide the Services in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.

8.3 If Client notifies TR within thirty (30) days of delivery of the Deliverables of any failure by TR to perform the Services and/or deliver the Deliverables substantially in accordance with the SOW, TR shall use commercially reasonable efforts to re-perform the Services and/or correct the Deliverables (as applicable). If TR is unable to re-perform the Services or to correct the Deliverables within a reasonable period of time, TR shall promptly refund to Client any Fees paid in advance for the applicable Services, and this Agreement shall automatically terminate. THE LIMITED REMEDY SET FORTH IN THIS CLAUSE 8.3 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET OUT IN CLAUSE 8.2 AND FOR ANY FAILURE BY TR IN ITS PERFORMANCE OF THE SERVICES.

8.4 Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.

## 9 INDEMNITY

9.1 Subject to clause 9.2:

9.1.1 TR shall defend, indemnify and hold Client harmless from and against any third party claim arising as a result of TR's breach of the warranty set forth in clause 8.1;

9.1.2 Client shall defend, indemnify and hold TR, its Affiliates and its Third Party Suppliers harmless from and against any claim against it or them: (i) that use of any information or materials provided by Client under or in relation to this Agreement in accordance with Client's instructions infringes third party Intellectual Property Rights; and (ii) in respect of Client's, or any third party's, use of or reliance on the Deliverables other than in accordance with this Agreement.

9.2 A Party seeking to rely on an indemnity under this Agreement ("Claiming Party") may only make a claim under the relevant indemnity provided that it: (i) promptly notifies the other Party ("Indemnifying Party") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defence of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

9.3 In the event an injunction is sought or obtained against the Claiming Party and where the Claiming Party is Client, TR may, at its sole option and expense: (i) procure for Client the right to continue using the affected Deliverable; (ii) replace or modify the affected Deliverable so that it does not infringe; or (iii) terminate



this Agreement in respect only to the affected Deliverable and provide to Client a pro-rata refund of the Fees allocable for such Deliverable for the period from the termination date to the end of the pre-paid period (if any), as determined by TR.

9.4 THIS CLAUSE 9 CONSTITUTES THE ENTIRE LIABILITY OF TR, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

**10 EXCLUSION AND LIMITATION OF LIABILITY**

10.1 EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY TERMS AS TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 THE DELIVERABLES WILL BE PREPARED AND THE SERVICES PERFORMED USING THE PARAMETERS SET OUT IN THE SOW AND THE EXPERTISE OF TR'S EMPLOYEES AND CONTRACTORS. WHILE REASONABLE AND CUSTOMARY CARE IS TAKEN IN CARRYING OUT THE SERVICES, TR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY DELIVERABLES, THE DATA SOURCES SEARCHED OR THE RESULTS OBTAINED THEREFROM, NOR THAT ALL ERRORS IN THE DELIVERABLES WILL BE CORRECTED.

10.3 CLIENT UNDERSTANDS THAT TR DOES NOT PROVIDE ADVICE, WHETHER OF A LEGAL, FINANCIAL, MEDICAL OR OTHER PROFESSIONAL NATURE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE DELIVERABLES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER TR NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN ANY DELIVERABLE OR SERVICES.

10.4 CLIENT ACKNOWLEDGES THAT THE SERVICES MAY BE BASED AND RELY ON (I) INFORMATION PROVIDED BY CLIENT, OR A THIRD PARTY ON BEHALF OF CLIENT, (II) RESOURCES PROVIDED BY CLIENT, OR (III) OTHER FACTORS NOT WITHIN THE CONTROL OF TR. IN SUCH CASES, TR SHALL NOT BE RESPONSIBLE FOR ANY BREACH OR NON-PERFORMANCE THAT OCCURS DUE TO SUCH INFORMATION, RESOURCES OR OTHER FACTORS OUTSIDE OF TR'S CONTROL.

10.5 NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:

10.5.1 LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS (EXCEPT IN RELATION TO CLIENT'S OBLIGATION TO PAY THE FEES);

10.5.2 CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;

10.5.3 LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,

IN EACH CASE WHETHER DIRECT OR INDIRECT, OR

10.5.4 ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH LOSSES.

10.6 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY SOW EXCEED, IN ANY 12-MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT UNDER SUCH SOW DURING SUCH 12-MONTH PERIOD.

10.7 Clauses 10.3, 10.4 and 10.5 shall:

10.7.1 not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; and (ii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Services or in the Deliverables, or Client's unauthorized use of the Deliverables; and

10.7.2 subject to clause 10.7.1, apply equally to TR's Affiliates and Third Party Suppliers as if such third parties were TR.

10.8 Nothing in this Agreement excludes or limits either Party's liability for death, personal injury, fraud, or any other liability to the extent that such liability cannot be excluded or limited by applicable law.

10.9 Each Party (in such case, the "Indemnifying Party") shall indemnify and hold harmless the other Party (in such case, the "Indemnified Party") in respect of any liability suffered by the Indemnified Party as a result of a claim made against the Indemnified Party by any Affiliate of the Indemnifying Party where such liability would be excluded or limited under this Agreement if such claim were made by the Indemnifying Party.

**11 EXPORT CONTROL LAWS**

Each Party expressly acknowledges and agrees that it will comply with all United States (U.S.) government and any other applicable export control laws, which may restrict or prohibit export, re-export, or transfer of certain technologies outside of the United States. In addition, Client represents and warrants that it shall not provide any technology or materials to TR that are restricted or prohibited from being exported or transferred to the relevant jurisdiction.

**12 TERM, TERMINATION AND CONSEQUENCES OF TERMINATION**

12.1 This Agreement will take effect on the Effective Date and continue (unless lawfully terminated) until all Services have been performed and Client has paid the Fees due in respect of such Services (the "Term").

12.2 Without prejudice to its other rights and remedies, either Party may terminate this Agreement, or any Service, with immediate effect by written notice to the other if: (i) the other Party is in material breach of this Agreement or its obligations in relation to a particular Service and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy.; (ii) the other party enters into a composition with its creditors; (iii) a court order is made for the winding up of the other party; (iv) an effective resolution is passed for the winding up of the company (other than for the purposes of amalgamation or reconstruction); or (v) the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it.

12.3 TR may terminate this Agreement or, at its discretion, all or any part of any SOW with immediate effect if any organisation which is a competitor of TR acquires Control of Client

12.4 If at any time TR for any reason decides to cease general provision of a Service, TR may cancel that Service by providing not less than ninety (90) days' written notice to Client

12.5 UPON TERMINATION UNDER CLAUSE 12.3 OR 12.4, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE TERMINATED SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT



SERVICE FOR THE PERIOD FOLLOWING TERMINATION.

- 12.6 This Clause 12 and Clauses 1, 4, 6, 7, 9, 10, 11 and 13 will survive termination or expiration of this Agreement for any reason.
- 12.7 Termination of this Agreement or cancellation of a Service will not affect any right accrued up to the date of expiry, termination or cancellation.

**13 GENERAL**

- 13.1 Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement (except for payment of money) due to circumstances beyond its reasonable control.
- 13.2 At all times during the Term, all TR personnel carrying out Services will remain subject to the overall control of TR and to the terms of their employment or engagement by TR. TR will take commercially reasonable steps to ensure that any of its personnel performing the Services at Client's facilities will comply with any reasonable security or health and safety requirements of Client relating to its facilities, provided those requirements have been previously notified to TR.
- 13.3 Client agrees that during the Term and for twelve (12) months thereafter it will not, without the prior written consent of TR, directly or indirectly employ or engage, or solicit for employment or engagement any employee or contractor of TR who is or has been at any time directly involved in the provision of the Services.
- 13.4 Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 13.8.
- 13.5 Client shall not assign, sub-license or transfer any of its rights or obligations under this Agreement without the prior written consent of TR. TR may assign, sub-license, sub-contract or transfer all or any of its rights or obligations under the Agreement to any third party, provided that in the case of sub-contracting, TR shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or transfer in breach of this clause 13.5 shall be null and void.
- 13.6 Except where the Agreement provides otherwise, any notice

given under this Agreement must be in English or Japanese, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by pre-paid recorded delivery to the address set out in the SOW (or as otherwise notified in writing by that Party by notice complying with the terms of this clause 13.6). Any such notice will be deemed to have been received on the date it is recorded as having been delivered.

- 13.7 This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all written or oral prior agreements and understandings in relation thereto. Each Party acknowledges that in entering into this Agreement it has not relied on any representations (including innocent or negligent misrepresentations) made by the other Party that are not expressed in this Agreement. Neither Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement. This clause 13.7 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.
- 13.8 Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorised representative of each Party.
- 13.9 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.
- 13.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Japan without regard to its principles governing conflicts of law. The Parties irrevocably submit to the exclusive jurisdiction of the Tokyo District Court, save that TR may seek injunctive or other relief in any other jurisdiction in order to protect its Intellectual Property Rights.
- 13.11 Each Party intends that TR's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce the terms of this Agreement against the Client, subject to the limitations on liability contained in the Agreement and provided that the Parties may cancel or vary the terms and conditions of the Agreement without the consent of any such third parties. There shall be no other third party beneficiaries entitled to enforce any of the terms of the Agreement.