

These 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) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities (each, in any form, an “Ordering Document”); “you” and “your” means the client, customer or subscriber agreeing to or accepting these terms. 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. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the “Agreement”) and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted 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.

## 1. DEFINITIONS

- (a) **“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.
- (b) **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- (c) **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- (d) **“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.
- (e) **“Usage Information”** means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.
- (f) **“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.
- (b) **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, 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) **Installed Software License.** Subject to the terms and conditions of the Agreement, 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. 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. 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.
- (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.

## 3. OUR SERVICES

- (a) **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces (“APIs”) may be subject to additional charges.
- (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 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](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third-party terms therein.

- (e) **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.
- (f) **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, 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 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 (iii) 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(f) 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.
- (g) **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 in the [Thomson Reuters Data Security Addendum](#) are in scope and fulfil Thomson Reuters' obligations of this Section 3(g). Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.
- (h) **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.
- (i) **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. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. 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 ("ACH") 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 legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. 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](http://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; (iii) to administer your account and enforce your contract; and (iv) for marketing purposes, 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, unauthorised 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 Customer's 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 Customer or an external auditor selected by Customer in the form of providing answers to a reasonable questionnaire with respect to Thomson Reuters's processing of Personal Information. At Customer's 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 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.

## 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.** WE WARRANT THAT OUR SOFTWARESERVICES 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) PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

**(d) 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 7(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.

**(e) 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. 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). 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.

(b) **Unlimited Liability.** Section 8(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; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or 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.

(c) **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 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(c) 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.

(d) **Your Obligations.** You are responsible for any 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 are required to 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(c) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our 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.

(e) **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

## 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 of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

(d) **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 our 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.

(e) **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at <https://connect.aem.thomsonreuters.com/terms-and-conditions>. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

(f) **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 of us 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.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. 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 our 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 of us 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.** The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

- (f) **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, 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 free 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 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 <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.
- (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) **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.
- (k) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us 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 of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.