General Terms and Conditions

These General Terms and Conditions (**"General Terms"**), together with the Ordering Document and any incorporated terms in the Ordering Document or herein (collectively, the **"Agreement"**), govern Customer's use of Thomson Reuters Services, including licensing of Thomson Reuters Content. By purchasing, renewing, or using the Services, Customer agrees to be bound by these General Terms.

These General Terms are promulgated in both the English and Chinese languages. In the event of ambiguity and/or inconsistency between the versions in each of the languages, the English language version shall prevail.

1. DEFINITIONS

1.1 **"Affiliate"** means, in respect of a party, any corporation, company, or entity that directly or indirectly controls, is controlled by, or is under common control of that party. For the purposes of this definition, "control" means: (i) holding a majority of the voting rights in it; (ii) being a member of it and having the right to appoint or remove a majority of its board of directors; or (iii) being a member of it and controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it.

1.2 **"AI Functionality"** means the functionality within the Services that is powered by or otherwise enabled through artificial intelligence (AI).

1.3 **"Confidential Information"** means any non-public information disclosed by the disclosing party (**"Disclosing Party"**) to the receiving party (**"Receiving Party"**) that is designated confidential or reasonably understood to be confidential given its nature or the circumstances, including, without limitation, business, financial, technical, trade secret, pricing, product design information, product functionality information, Documentation, Customer Data, and the Agreement. Confidential Information excludes information that (i) becomes public without breach of the Agreement; (ii) was lawfully known to the Receiving Party before disclosure; (iii) is lawfully received from a third party without a duty of confidentiality; (iv) is independently developed without use of the Confidential Information; or (v) is disclosed with the Disclosing Party's prior written consent.

1.4 **"Customer"** means the company or other legal entity identified as customer in the Ordering Document and that is a party to the Agreement.

1.5 **"Customer Data"** means all data, content, Prompts, and other materials uploaded or submitted to, or generated through the use of, the Services by or on behalf of Customer, excluding any Usage Information or Thomson Reuters Content.

1.6 **"Deliverables"** means deliverables, materials, or other work product developed or provided by Thomson Reuters in performing the Professional Services.

1.7 **"Documentation"** means user instructions, functional specifications, and other technical materials that Thomson Reuters makes available to Customer for the applicable Services. Documentation may be provided within the Service, via a customer portal, or in another written or electronic form.

1.8 **"Enterprise Applications"** means third-party tools, platforms, or applications that (i) are separately licensed by Customer for commercial or enterprise use under a valid, enforceable agreement with a third-party provider; and (ii) are not publicly accessible, freemium, or consumer-grade tools.

1.9 **"Feedback"** means any suggestions, comments, ratings, evaluations, or other input about Thomson Reuters products or services that Customer or its Users provide to Thomson Reuters, including through in-Service feedback tools.

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1.10 **"Free Trial"** means no-charge, time-limited access to certain Services for evaluation purposes only, provided on the terms set out in Section 18 (Free Trial and Pilot Features).

1.11 **"General Productivity AI Tool"** means a general-purpose business application that includes artificial intelligence features (for example, an AI-enabled word processor, email, or office productivity suite), that is an Enterprise Application, and that is not a Professional AI Tool.

1.12 **"Installed Software"** means the object code version of software (including any updates or upgrades thereto) provided by Thomson Reuters and authorized to be installed on a Customer device, as specified in the applicable Ordering Document.

1.13 **"Integrations"** means third-party services, platforms, applications, extensions, add-ons, or related offerings that are not provided by Thomson Reuters and that connect or integrate with the Services.

1.14 **"Interface"** means any application programming interface (API), model context protocol (MCP) server or endpoint, software development kit (SDK), connector, library, webhook, or other technical mechanism that enables programmatic access to, interaction with, or retrieval of data or functionality from the Services.

1.15 **"Ordering Document"** means an order form, online order, or statement of work issued by Thomson Reuters and entered into by Customer specifying the Services and/or Professional Services to be provided.

1.16 **"Output"** means any data, content, or other materials generated by the AI Functionality of the Services and returned to Customer or its Users in response to a Customer Prompt.

1.17 **"Pilot Features"** means any Service, or feature, functionality, or component of a Service, that Thomson Reuters designates as a pilot, preview, early access, or similar pre-release offering, which are provided on the terms set out in Section 18 (Free Trial and Pilot Features).

1.18 **"Product Specific Terms"** means the product specific terms and conditions applicable to the Services, as updated from time to time, referenced in a link within the Ordering Document. Such Product Specific Terms are incorporated into the Agreement and apply only to the Services to which they relate.

1.19 **"Professional AI Tool"** means a third-party application or service whose primary purpose is to perform legal, audit, tax, compliance, or accounting research, analysis, drafting, summarization, automation, or similar tasks using artificial intelligence.

1.20 **"Professional Services"** means the professional services, such as consulting, integration, implementation, or training services, as may be described in the applicable Ordering Document.

1.21 **"Prompt"** means any prompt, instruction, request, or query submitted by Customer to the AI Functionality of the Services for the purpose of generating an Output.

1.22 **"Services"** means the Thomson Reuters software and software-based services provided under the Agreement (including Installed Software, cloud, or software-as-a-service solutions), which may include access to and use of any Thomson Reuters Content provided under the Agreement. Services exclude Professional Services.

1.23 **"Term"** means the duration of the Agreement as set out in the Ordering Document.

1.24 **"Third-Party Services"** means third-party applications, content, data, models, platforms, software, or services that interoperate with, are accessible through, or are used with the Services (including integrations and connectors), excluding (for the avoidance of doubt) publicly available websites surfaced, retrieved, or referenced by the Services without a direct commercial integration or license.

1.25 **"Third-Party Provider Terms"** means the separate terms, licenses, privacy notices, data processing agreements, acceptable use policies, and other conditions imposed by the providers of Third-Party

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Services, as updated from time to time, that govern Customer's use of those Third-Party Services. The current Third-Party Provider Terms are available at https://tr.com/thirdpartyterms or in the Ordering Document.

1.26 **"Thomson Reuters"** means the legal entity within the Thomson Reuters group of companies specified in the Ordering Document with which Customer has entered into the Agreement.

1.27 **"Thomson Reuters Competitor"** means any entity that develops, markets, or sells software, content, or services substantially similar to that provided by Thomson Reuters or its Affiliates.

1.28 **"Thomson Reuters Content"** means any data, information, documents, publications, databases, datasets, articles, analyses, or other materials made available by Thomson Reuters as part of the Services or contained within an Output, whether delivered electronically, through online platforms, via an Interface, or otherwise. Thomson Reuters Content excludes (i) software or software-based functionality, including AI Functionality; (ii) Customer Data; and (iii) any publicly available third-party web content or materials surfaced, retrieved, or summarized by AI Functionality or other automated features of the Services.

1.29 **"Usage Information"** means data regarding access to and use of the Services generated or collected by Thomson Reuters (e.g., logs, diagnostics, performance/availability, feature use, support chatbots, device/technical information, and related metadata), excluding Customer Data.

1.30 **"Usage Units"** means quantifiable, discrete units of product or service, including but not limited to users, locations, transactions, features, capacity, tokens, or other metrics. Usage Units will vary by Service.

1.31 **"User"** means any individual end user authorized by Customer to access and use the Services. Users may include Customer's employees, contractors, or other personnel (and those of Customer's Affiliates) who are granted access credentials subject to the terms of the Agreement.

1.32 **"Work Product"** means any document, advice, report, filing, return, submission, computation, analysis, correspondence, or other material that is either (i) created by a User incorporating or informed by Outputs or Thomson Reuters Content; or (ii) produced directly by the Services by applying rules, logic, or calculations to Customer Data, in each case in the course of the User's business activities on behalf of Customer.

2. SERVICES

2.1. **Services and Documentation.** Subject to the terms of the Agreement, Thomson Reuters grants Customer a non-exclusive and non-transferable right during the Term to use, solely for its ordinary, internal business purposes: (i) the Services specified in the Ordering Document; and (ii) the Documentation in connection with Customer's use of Services.

2.2. **Affiliates and External Users.** Subject to the terms of the Agreement, Customer may permit its Affiliates and other external users (e.g., contractors or consultants acting on Customer's behalf) to access and use the Services as Users, provided (i) such Affiliate or external access and use is expressly permitted in an Ordering Document; (ii) Customer remains responsible for their compliance with the Agreement; and (iii) such Affiliate and external Users are not Thomson Reuters Competitors.

2.3. **Service Updates and Upgrades.** Thomson Reuters will update, modify, or remove parts of the Services from time to time, provided that such changes do not materially and adversely reduce the overall functionality of the Services ("**Service Updates**"). Thomson Reuters may also introduce new features, modules, or expanded functionality, that extend the existing scope of the Services ("**Service Upgrades**"). Service Updates and Service Upgrades form part of the Services and are subject to the Agreement, the Documentation, and any applicable Product Specific Terms. Service Upgrades may be subject to usage limits or additional charges. Where a Service Upgrade is provided at no additional charge, Thomson Reuters may impose usage limits on the Service Upgrade by notice to Customer in accordance with Section 19.4 (Notices). Where a Service Upgrade is subject to additional charges, such additional charges and any applicable usage limits will be set out in a separate Ordering Document.

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2.4. **Use of Affiliates and Subcontractors.** Thomson Reuters may engage Affiliates and/or third-party subcontractors to provide the Services and Professional Services but remains fully responsible for their performance and compliance with the Agreement.

2.5. **Installed Software.** To the extent Customer purchases a license or subscription to any Installed Software, such license or subscription is subject to and governed by the Installed Software License Terms found at https://tr.com/installed-software-terms.

3. AI IN THE SERVICES

3.1. **Use of Artificial Intelligence.** The Services may include AI Functionality designed to enhance functionality and the user experience. To the extent Customer uses AI Functionality within the Services, Customer acknowledges that (i) AI Functionality is probabilistic and, accordingly, features, behaviors, and results may vary by context and may at times be incomplete, inaccurate, out of date or reflect biases; and (ii) Output is not unique to Customer such that other customers or users may receive output that is the same as or similar to Output generated for Customer, provided that such Output is not created through the use or disclosure of Customer Data in breach of the Agreement.

3.2. **Responsibilities and Limitations.** Each party will at all times comply with laws governing the development, delivery, and use of artificial intelligence that apply in connection with the Agreement. Thomson Reuters will establish and maintain policies and processes designed to (i) ensure the ethical and responsible use and development of artificial intelligence in the Services; (ii) ensure appropriate data governance and human oversight in the development of artificial intelligence in the Services; (iii) assess and take steps to mitigate material risks related to artificial intelligence in the Services; (iv) ensure legally required assessments are performed; and (v) ensure artificial intelligence in the Services meet legally required standards related to absence of bias, accuracy, explainability, transparency, robustness, data protection, and cybersecurity based upon the intended purpose of the Services. Thomson Reuters shall not be liable for the accuracy, legality, or reliability of any Output or any decisions, actions, or omissions made or taken based on such Output. Thomson Reuters shall not be liable for Customer's use, modification, or reliance on any Output, including where used for consequential decision-making.

3.3. **Restrictions and Review of Output.** Customer may use AI Functionality only in compliance with the Documentation, Thomson Reuters AI Usage Policy (available at https://tr.com/ai-usage-policy), and AI usage policies within the Third-Party Provider Terms. Customer acknowledges that Output must be reviewed by a licensed or qualified professional before reliance, use, or distribution. Customer is solely responsible for verifying the accuracy, legality, and compliance of Output before reliance, use, or distribution.

3.4. **Outputs and Intellectual Property.** As between the parties, Customer owns the Output generated through its use of the AI Functionality, provided that such ownership is subject to Thomson Reuters and its third-party licensors' rights in and to (i) the Services, including the underlying models, algorithms, and system architecture; and (ii) any Thomson Reuters Content incorporated in or used to generate the Output. To the extent an Output includes or reproduces any Thomson Reuters Content or other materials owned by Thomson Reuters or its third-party licensors, Customer's rights to that portion are limited to the license granted under the Agreement and remain subject to Section 4 (Use of Services), including the restrictions in Section 4.4 (Restrictions on Use of Services), and any applicable Third-Party Provider Terms. For the avoidance of doubt, an Output derived exclusively from Customer Data (and not incorporating Thomson Reuters Content) shall, as between the parties, be owned solely by Customer.

3.5. **License to Prompts and Outputs.** Customer grants Thomson Reuters a license to use Prompts and Outputs for evaluative purposes to ensure that the AI Functionality remains safe, ethical and effective. Thomson Reuters will implement and maintain automated safeguards designed to avoid any review of potentially sensitive information (including confidential and identifying information) and to exclude any such Prompts and Outputs from samples used for evaluative purposes. Certain Product Specific Terms may include additional license grants or permissions.

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3.6. **No Model Training.** Thomson Reuters will not, and will not permit its third-party providers to, develop, train, or fine-tune any generative artificial intelligence models or large language models using Customer Data or Output, unless agreed separately in writing.

4. USE OF SERVICES

4.1. **General.** Thomson Reuters Content is proprietary, and its protection is essential to the Services Thomson Reuters provides. This Section 4 sets out the obligations, permitted uses, and restrictions that safeguard Thomson Reuters Content while providing Customer the rights necessary to make use of the Services. Notwithstanding any permitted use set forth in this Section, all restrictions in Section 4 apply, and no permission shall be construed to authorize any use otherwise prohibited.

4.2. **Customer Obligations.** Customer is responsible for the activity occurring under its accounts, including its Users' compliance with the Agreement. Customer shall:

(a) use the Services in accordance with the Agreement and the Documentation;

(b) obtain all necessary rights, permissions, and approvals (and, where required by law, valid consents or other lawful bases) from third parties to permit Thomson Reuters to use Customer Data to provide the Services;

(c) where appropriate, identify Thomson Reuters and any applicable third parties as the source of any Thomson Reuters Content;

(d) manage access to the Services, including but not limited to, ensuring that (i) only Users use the Services; (ii) User access is promptly disabled or terminated when the User leaves Customer's organization or when unauthorized use is suspected; and (iii) Customer and Users maintain the confidentiality of their login credentials; and

(e) promptly notify Thomson Reuters if Customer becomes aware of any unauthorized access or use of the Services.

4.3. **Permitted Use.** Subject to Section 4.2 (Customer Obligations) and Section 4.4 (Restrictions on Use) Customer may, solely for its ordinary, internal business purposes (including for the benefit of its clients if Customer is in the business of providing audit, tax, accounting, or legal services), (i) use the Services for their intended purpose in accordance with the Agreement; and (ii) download, print, transfer, or distribute limited extracts of Thomson Reuters Content on an infrequent, irregular, and ad hoc basis in order to create Work Product and may use a General Productivity AI Tool to assist with the creation of such Work Product. Outputs and Work Product that do not contain Thomson Reuters Content may be used by Customer without restriction.

4.4. **Restrictions on Use.** Customer will not and will not permit others to:

(a) provide or upload Thomson Reuters Content, in any quantity, to a Professional AI Tool;

(b) use Thomson Reuters Content in any third-party application that fails to qualify as an Enterprise Application;

(c) use, or permit any third-party tool, application, or system (including any Enterprise Application or General Productivity AI Tool) to use, Thomson Reuters Content to (i) train, retrain, fine-tune, develop, or improve any AI or machine-learning model, system, or underlying technology; or (ii) serve as a knowledge base, reference source, index, embeddings store, or retrieval or inference source from which any AI or machine-learning system generates output (including for retrieval-augmented generation);

(d) use Thomson Reuters Content in a manner that reaches such quantity or regularity as to have independent commercial value such that it could be used as a substitute for any part of the Services;

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(e) copy, download, upload, transfer, or otherwise make Thomson Reuters Content available to any third-party tool, platform, or application (whether AI-enabled or not) for any purpose, except as expressly permitted in Section 4.3 (Permitted Use);

(f) use automated, bulk, systematic, or programmatic methods (including APIs, MCPs, AI agents, scraping, crawling, or data-mining tools) to extract Thomson Reuters Content from the Services;

(g) use the Services, including by designing Prompts or queries whose primary purpose is the retrieval or reproduction of Thomson Reuters Content rather than the generation of a responsive Output, as a means of circumventing the limitations or restrictions in Section 4 (Use of Services);

(h) use Thomson Reuters Content or the Services, whether alone or in combination with any third-party tool, to create, develop, enhance, or operate any product or service that competes with any Thomson Reuters product or service;

(i) use the Services (or any part thereof) for evaluation, scoring, comparison, benchmarking, or other competitive analysis purposes against any service, industry benchmark, or other standard, including with respect to accuracy, completeness, relevance, citations, research coverage, hallucination or error rates, ranking, responsiveness, latency, throughput, reliability, functionality, features, workflows, user experience, pricing, productivity, quality, performance, or for any similar competitive purpose;

(j) copy, modify, reverse-engineer, decompile, disassemble, translate, or create derivative works of the Services or any part thereof, or otherwise misappropriate or infringe Thomson Reuters or any third party's intellectual property or privacy rights;

(k) sell, resell, sublicense, lease, distribute, translate, or otherwise commercially exploit Thomson Reuters Content or the Services;

(l) use Thomson Reuters Content or the Services for any unlawful, infringing, or harmful activity; or

(m) interfere with security or performance of the Services, gain unauthorized access to the Services, or connect the Services to external systems.

5. CUSTOMER DATA

5.1. **Customer Data and Intellectual Property.** As between the parties, Customer or its licensors own all intellectual property rights in Customer Data. Except for the limited rights expressly granted in the Agreement, Thomson Reuters acquires no right, title, or interest from Customer or its licensors in or to Customer Data.

5.2. **License to Customer Data.** Customer grants Thomson Reuters, its Affiliates, and subcontractors a worldwide, non-exclusive, license to host, copy, use, transmit, display, modify, and adapt Customer Data as necessary (i) to provide and support the Services and Professional Services; and (ii) for Thomson Reuters to comply with applicable laws and regulations. Certain Product Specific Terms may include additional license grants or permissions.

6. PROPRIETARY RIGHTS AND USAGE INFORMATION

6.1. **Thomson Reuters Intellectual Property.** As between the parties, all intellectual property rights in the Services, Thomson Reuters Content, and Documentation are owned by Thomson Reuters, its Affiliates, or its licensors. All rights not expressly granted to Customer under the Agreement are reserved. Customer must not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices included in the Services or Thomson Reuters Content.

6.2. **Usage Information.** Thomson Reuters may collect and use Usage Information. Usage Information is used for purposes such as technical and customer support, billing and account administration, analytics, benchmarking, and enhancing the design, functionality, and performance of the Services. Thomson Reuters owns all rights, title, and interest in and to Usage Information.

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6.3. **Customer Feedback.** To the extent Customer owns intellectual property in Feedback, Customer hereby assigns such rights to Thomson Reuters, excluding any Customer Confidential Information, and Thomson Reuters may use any such Feedback provided by Customer or its Users in its sole discretion.

6.4. **Brand Features and Publicity.** Customer grants Thomson Reuters a non-exclusive, worldwide, royalty-free license during the Term to use Customer's name, logo, and other brand features solely to (i) identify Customer as a customer of Thomson Reuters on its websites and in marketing or promotional materials; (ii) provide the Services or Professional Services; (iii) manage internal accounts; or (iv) comply with applicable law or regulation. Thomson Reuters will cease use under Section 6.4(i) above following Customer's written request.

7. THIRD-PARTY SERVICES

7.1. **Third-Party Services Managed by Thomson Reuters.** Where Third-Party Services are included in the Services, Thomson Reuters will provide access to such Third-Party Services through the Services. Customer is responsible for adhering to any applicable Third-Party Provider Terms.

7.2. **Third-Party Services Managed by Customer.** In addition to the Third-Party Services described in Section 7.1 above, the Services may allow for integration with or require access to Third-Party Services that are not included in the Services and are provided independently by third-party providers to Customer. Customer is solely responsible for obtaining and maintaining any such third-party licenses required for its use of independent Third-Party Services and for compliance with any relevant terms and conditions in this respect.

7.3. **Integrations.** If permitted by Thomson Reuters, Customer may utilize Integrations with the Services. Customer acknowledges and agrees that Customer's use of any Integrations is subject to and shall be governed by the applicable terms and conditions of Customer's separate agreement with the relevant third-party provider. Customer is solely responsible for complying with any requirements set forth by any such third parties. Thomson Reuters does not make any representations or warranties with respect to Integrations and will not be responsible for Customer's use of Integrations. If Customer chooses to use an Integration with the Services, Customer acknowledges and agrees that Customer is authorizing Thomson Reuters to access and share Customer Data with the third-party provider on Customer's behalf solely in order for the third-party provider to provide the relevant Integration to Customer. If Customer utilizes an Interface to submit Prompts, receive Outputs, or otherwise access Thomson Reuters Content or Services, then such use or access shall be subject to the terms of the Agreement.

8. PROFESSIONAL SERVICES

8.1. **Professional Services Warranty.** Thomson Reuters warrants that Professional Services will be performed by competent professionals with reasonable skill and care in a manner consistent with generally accepted industry standards. Customer's sole and exclusive remedy for breach of this warranty shall be the re-performance of the affected Professional Services, or, if Thomson Reuters fails to re-perform, a refund of the charges paid for the affected Professional Services.

8.2. **Intellectual Property in Professional Services.** Unless stated in an Ordering Document, all intellectual property in any Deliverables is owned by Thomson Reuters. Customer receives a non-exclusive, non-transferable license to use the Deliverables as needed to use the Services during the Term. Thomson Reuters may reuse general know-how, skills, ideas, and techniques acquired in performing Professional Services as well as Feedback, provided no Customer Confidential Information is disclosed.

8.3. **Applicability of Other Terms.** Except where otherwise expressly provided, references in these General Terms to "Services" shall include "Professional Services" with regard to Sections 6 (Proprietary Rights and Usage Information), 9 (Term, Charges and Payment), 13 (Confidentiality), 15 (Indemnification), 16 (Limitation of Liability), and 19 (General Provisions).

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9. TERM, CHARGES, AND PAYMENT

9.1. **Term**. Unless otherwise specified in the applicable Ordering Document, the Agreement automatically renews for successive one-year terms unless either party provides the other with at least thirty (30) days' prior written notice of non-renewal before the end of the then-current Term.

9.2. **Charges and Invoicing.** Charges are specified in the Ordering Document. Invoices are due within thirty (30) days of the date of invoice. Payments must be made to the Thomson Reuters entity and account specified in the invoice or by means of another payment mechanism made available by Thomson Reuters. All charges are non-refundable except as required by law or expressly stated in the Agreement. Invoice disputes must be notified within thirty (30) days of the date of the invoice.

9.3. **Overdue Charges.** If any invoiced amount is not received by Thomson Reuters by the due date, Thomson Reuters may, without limiting its other rights or remedies, (i) charge interest at a rate of up to one percent (1%) per month (but not less than twenty-five USD (US$25) per overdue invoice), or the maximum rate permitted by law, whichever is lower, from the due date until paid; and (ii) recover from Customer any reasonable costs of collection, including legal fees, collection agency fees, and late payment fees, in each case to the extent permitted by applicable law.

9.4. **Payment and Suspension of Services.** If any charge remains overdue for thirty (30) days or more, Thomson Reuters may suspend Services until such amounts are paid in full. Thomson Reuters will not exercise its rights under this Section 9.4 (Payment and Suspension of Services) if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

9.5. **Taxes.** Charges are exclusive of taxes and duties. Customer is responsible for all taxes and duties arising from its purchases and use of the Services (including by its Affiliates or Users in other jurisdictions). Customer is also responsible for providing and maintaining an accurate list of User locations to Thomson Reuters, where applicable, and for any related compliance obligations. If Thomson Reuters is required by law to collect taxes or duties for which Customer is responsible, Thomson Reuters will invoice Customer, and Customer will pay that amount unless a valid tax exemption certificate is provided. If Customer is required by law to withhold any taxes from amounts payable to Thomson Reuters, Customer will pay such additional amounts as are necessary to ensure that the net amount received by Thomson Reuters equals the amount it would have received had no such withholding been required, and will provide Thomson Reuters with reasonable evidence of the taxes withheld and paid to the relevant authority.

9.6. **Adjustment to Charges.** Unless otherwise stated in the Ordering Document, Thomson Reuters may adjust charges with effect from the start of each renewal term by providing at least sixty (60) days' prior written notice. Any other price changes or adjustments will be specified in the Ordering Document.

9.7. **User and Usage Limits.** The Ordering Document will specify the applicable Usage Units for the Services. User-based Usage Units may be reallocated to new Users, provided that the total number of Users does not exceed the limits set forth in the Ordering Document, subject to any location or access limitations or restrictions in the Agreement. Thomson Reuters may apply technical restrictions to enforce usage limits.

9.8. **Unused Usage Units.** Usage Units must be used within the applicable usage period specified in the Ordering Document, and any unused Usage Units at the end of that period do not carry over to any subsequent period and are forfeited without refund.

9.9. **Excess Use.** If Customer exceeds the scope of use, including any applicable Usage Units, specified in the applicable Ordering Document, Thomson Reuters may, in addition to any other remedies herein, invoice additional charges at the rates specified in the Ordering Document or at Thomson Reuters then-current standard pricing. Additional charges may apply where Customer's use of the Services increases beyond the agreed scope as a result of an assignment permitted under the Agreement and/or a merger, acquisition, change of control, or similar transaction.

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10. DATA PROTECTION

10.1. **Data Processing.** In the event that Thomson Reuters processes personal data on behalf of Customer, Customer acts as the data controller and Thomson Reuters as the data processor, and such processing Customer Data shall be governed by the Data Processing Addendum available at https://tr.com/data-processing-addendum ("**DPA**"). Thomson Reuters processes personal data of Users and Customer's representatives as a data controller for account and service administration and other purposes in accordance with its Privacy Statement available at https://tr.com/en/privacy-statement. For clarity, where each party Processes any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it. To the extent the data processed within the Services on your behalf is subject to the laws of People's Republic of China:

(a) Customer will take full responsibility for its use of the Services and compliance with the laws of People's Republic of China, including but not limited to the Personal Information Protection Law ("PIPL"). Customer warrants and ensure that any and all provisions relating to import and export of data subject to PIPL and other local legislations are complied with, and shall indemnify and hold Thomson Reuters harmless from losses, damages, liabilities, costs, and expenses related to any claims relating to Customer or its Affiliate's use of the Services in violation of this Section 10.1, including but not limited to claims made by Chinese authorities and/or individuals (data subjects).

(b) If Customer or its Affiliate provide Thomson Reuters with data originating from or pertaining to China and/or Chinese individuals, Customer shall be responsible for ensuring that either: (i) there is an applicable exception to PIPL Article 38 as a basis for a lawful transfer of data to Thomson Reuters applicable to the Customer or its Affiliate export or import of data, and/or; (ii) that any imports or exports of data are carried out by Customer or its Affiliate before processing the data in the Services, so that Thomson Reuters is not considered an importer or exporter of data under PIPL.

10.2. **Data Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Thomson Reuters will use reasonable, industry-standard measures designed to prevent the introduction of malicious code into the Services. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at https://tr.com/trdsa ("**DSA**") shall apply. Additionally, Customer will notify Thomson Reuters if it becomes aware of any unauthorized third-party access to (i) Thomson Reuters data or systems; or (ii) Customer's internal systems that could impact the Services, and Customer will use reasonable efforts to remedy identified security threats and vulnerabilities to Customer's systems.

11. SERVICE LEVEL COMMITMENTS AND SUPPORT

11.1. **Service Level Commitment.** Thomson Reuters will use commercially reasonable efforts to ensure a target uptime for the Services of 99.5%, as measured over each calendar month, excluding periods of unavailability due to one or more Exceptions defined below ("**Availability Requirement**"). Availability is measured excluding downtime caused by the following (each, an "**Exception**"): (i) misuse of, or unauthorized changes to, the Services by Customer or its authorized Users; (ii) failure, interruption or outage of internet connectivity of any infrastructure, including, hardware, software, system, network, facility, or other component not supplied by Thomson Reuters; (iii) maintenance under the Agreement; (iv) force majeure events; (v) data corruption due to user error; or (vi) any actions, inactions or omissions (including but not limited to technical failures) of a third-party provider outside of Thomson Reuters reasonable control. The Availability Requirement does not apply to non-production environments (including development, test, QA, and disaster recovery).

11.2. **Monitoring and Maintenance.** Thomson Reuters monitors and maintains the Services as part of its standard service operations. Maintenance is generally performed without downtime or during low-usage periods. Where scheduled downtime is required, Thomson Reuters aims to provide at least thirty (30) days' prior notice and to schedule such downtime outside normal business hours where reasonably practicable. Unscheduled maintenance or updates may be deployed as needed. Thomson Reuters may

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subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

11.3. **Support Provided**. To assist in resolving technical problems with the Services, Thomson Reuters or its agents may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at https://tr.com/support-and-training. To support the operation, reliability, and integrity of the Services, Thomson Reuters may review Customer Data to investigate reported issues, Service anomalies, or potential defects identified through Thomson Reuters quality assurance, monitoring, or risk assessment measures. Such reviews are limited to diagnosing root causes, maintaining system performance, correcting identified inaccuracies, and supporting service continuity. All reviews will comply with Thomson Reuters confidentiality, data protection, and security obligations under the Agreement. Subject to the parties agreeing in advance to the terms, scope, and charges in a separate Ordering Document, additional charges may apply for assistance with: (i) issues caused by Customer or third-party information or materials; (ii) any Services, or any versions of Services, that Thomson Reuters has advised are unsupported; (iii) issues caused by Customer's failure to follow Thomson Reuters instructions or specifications; (iv) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to Thomson Reuters; or (v) Customer's networking or operating environment or issues caused by that.

12. COMPLIANCE

12.1. **Compliance with Laws.** Each party will comply with all laws and regulations applicable to its performance under the Agreement, and each party is responsible for such compliance by its Affiliates, personnel, agents, and subcontractors.

12.2. **Export Controls and Sanctions.** Each party must ensure compliance with applicable export control and sanctions laws and regulations (including, to the extent applicable, those of Canada, the European Union, Switzerland, the United Kingdom, and the United States). Customer must not export, re-export, transfer, or allow access to or use of the Services contrary to such laws, including to countries or territories subject to embargo or parties subject to sanctions, and Customer represents that neither it, its owners, nor its Users are subject to sanctions or trade restriction lists. Thomson Reuters may suspend access or terminate the Agreement for breach of this Section 12.2.

12.3. **Anti-Corruption.** Each party will comply with applicable anti-corruption and anti-bribery laws (including, to the extent applicable, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act). Neither party will offer, give, solicit, or accept any bribe, kickback, payment, gift, or thing of value that is illegal or improper in connection with the Agreement.

12.4. **Compliance with Code of Business Conduct and Ethics.** Thomson Reuters adheres to the Thomson Reuters Code of Business Conduct and Ethics located online here: https://ir.thomsonreuters.com/corporate-governance/code-conduct.

13. CONFIDENTIALITY

13.1. **Obligations of Confidentiality.** The Receiving Party will (i) protect the Disclosing Party's Confidential Information 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); (ii) use it only to perform its obligations or exercise its rights under the Agreement; and (iii) disclose it only to employees, contractors, and professional advisors who need to know and are bound by obligations at least as protective as those herein. These obligations apply during the Term of the Agreement and for five (5) years after termination or expiration and for trade secrets for so long as they remain trade secrets under applicable law.

13.2. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information if required by law, regulation, subpoena, or court order, provided that, where legally permitted, it gives the Disclosing Party prior notice and reasonable assistance to contest or limit the disclosure. Additionally, the Receiving Party may disclose the terms of the Agreement to actual and potential investors, lenders, and acquirers, and their professional advisors, in connection with evaluating an investment or acquisition.

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14. WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

14.1. **SERVICE WARRANTY.** THOMSON REUTERS WARRANTS THAT THE SERVICES WILL CONFORM IN ALL MATERIAL RESPECTS TO THE DOCUMENTATION. IF THE SERVICES FAIL TO COMPLY, CUSTOMER MUST NOTIFY THOMSON REUTERS IN WRITING. THIS WARRANTY DOES NOT APPLY TO PROBLEMS CAUSED BY CUSTOMER'S USE OF THE SERVICES NOT IN ACCORDANCE WITH THE AGREEMENT OR THE DOCUMENTATION. PROFESSIONAL SERVICES ARE WARRANTED SOLELY AS SET OUT SECTION 8 (PROFESSIONAL SERVICES).

14.2. **EXCLUSIVE REMEDY.** CUSTOMER'S EXCLUSIVE REMEDY UNDER SECTION 14.1 (SERVICE WARRANTY) IS FOR THOMSON REUTERS, AT ITS EXPENSE AND OPTION, TO REPAIR, MODIFY, OR REPLACE THE NON-CONFORMING SERVICES (OR PART THEREOF) WITH COMPARABLE FUNCTIONALITY. UPON RECEIPT OF CUSTOMER'S NOTICE UNDER SECTION 14.1 (SERVICE WARRANTY), THOMSON REUTERS WILL PROVIDE A REASONABLE, ESTIMATED TIMELINE FOR REMEDYING THE MATTER. IF THOMSON REUTERS FAILS TO PROVIDE THE AFOREMENTIONED REMEDY WITHIN THE TIMELINE PROVIDED BY THOMSON REUTERS, CUSTOMER MAY TERMINATE THE AGREEMENT AS TO THE AFFECTED SERVICES UNDER SECTION 17.3 (TERMINATION FOR CAUSE) BY WRITTEN NOTICE STATING THE GROUNDS. THIS SECTION 14.2 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW AND DOES NOT LIMIT ANY NON-EXCLUDABLE REMEDIES FOR THOMSON REUTERS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14.3. **NO ADVICE.** THOMSON REUTERS PROVIDES THE PROFESSIONAL SERVICES, SERVICES (INCLUDING THOMSON REUTERS CONTENT), DOCUMENTATION, TRANSLATIONS, AND DATA FOR INFORMATIONAL PURPOSES ONLY AND NOT AS FINANCIAL, LEGAL, TAX, ACCOUNTING, COMPLIANCE, OR OTHER PROFESSIONAL ADVICE. SOME INFORMATION MAY INCLUDE THIRD-PARTY OPINIONS OR MATERIALS DERIVED FROM PUBLICLY AVAILABLE WEBSITES (INCLUDING THROUGH WEB SEARCH FUNCTIONALITY), FOR WHICH THOMSON REUTERS IS NOT RESPONSIBLE. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY OUTPUT, DATA, AND DOCUMENTS INCLUDED IN OR GENERATED BY THE SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON THEM.

14.4. **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE PROFESSIONAL SERVICES, SERVICES, AND THOMSON REUTERS CONTENT ARE PROVIDED "AS-IS". THOMSON REUTERS DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES, SERVICES, OR THOMSON REUTERS CONTENT WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS, OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND THOMSON REUTERS WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NON-INFRINGEMENT.

15. INDEMNIFICATION

15.1. **Indemnification by Thomson Reuters.** Thomson Reuters shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents from and against any damages, losses, fines, penalties, and expenses arising out of any third-party claim alleging that Customer's use of the Services in accordance with the Agreement infringes that third party's intellectual property rights. Thomson Reuters obligations under this Section 15.1 shall not apply to claims resulting from (i) the combination of all or part of the Services with other products, technology, Customer Data, or other data not supplied by Thomson Reuters; (ii) modifications to the Services by Customer or any third-party not authorized by Thomson Reuters, (iii) use of a version of the Services after Thomson Reuters has notified Customer of a requirement to use a subsequent version; or (iv) Customer's use of the Services in violation of the Agreement or applicable law.

15.2. **Third-Party Limitation.** Where the indemnity obligation in Section 15.1 (Indemnification by Thomson Reuters) arises from Third-Party Services licensed to Customer by Thomson Reuters, Thomson Reuters monetary liability to Customer arising from such Third-Party Services will be limited to two (2) times the amount payable by Customer to Thomson Reuters for the affected Services during the twelve (12)-month period immediately preceding such claim.

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15.3. **Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Thomson Reuters, its Affiliates, and their respective officers, directors, employees, and agents from and against any damages, losses, fines, penalties, and expenses arising from any third-party claim (i) alleging that Thomson Reuters or its Affiliates' use of Customer Data infringes or misappropriates any intellectual property or other proprietary rights of such third party; (ii) relating to Customer's, its Affiliates, Users, or subcontractor's use of Thomson Reuters or its third-party provider's intellectual property in breach of the Agreement or applicable law; or (iii) relating to any access to, use of, or reliance on the Services by any person or entity to whom Customer or its Users provide access to or the benefit of the Services (including Thomson Reuters Content), in each case except to the extent caused by Thomson Reuters breach of the Agreement.

15.4 **Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party of any claim subject to indemnification (provided that failure to give prompt notice will not relieve the indemnifying party of its obligations except to the extent materially prejudiced); (ii) allow the indemnifying party to control the defense and settlement of the claim using counsel of its choice, provided that any settlement imposing non-monetary obligations or an admission of fault on the indemnified party requires its prior written consent; and (iii) provide reasonable assistance, at the indemnifying party's expense.

15.5. **Remedial Actions.** If the Services, or any part thereof, is found, or Thomson Reuters reasonably believes it is likely, to infringe third-party intellectual-property rights, Thomson Reuters may, at its discretion and expense (i) procure for Customer the right to continue using the Services; (ii) modify or replace the affected part to make it non-infringing without materially and adversely reducing the overall functionality of the Services; or (iii) if these options are not commercially reasonable, terminate the affected Services and provide a pro-rata refund of prepaid recurring charges.

16. LIMITATION OF LIABILITY

16.1. **LIMITATION OF LIABILITY.** IN ANY CALENDAR YEAR, EACH PARTY'S TOTAL LIABILITY TO THE OTHER UNDER OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM (OR, IF THE CLAIM ARISES WITHIN THE FIRST TWELVE (12) MONTHS, TWELVE (12) TIMES THE AVERAGE MONTHLY CHARGES PAYABLE DURING THAT PERIOD). THIS CAP APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT.

16.2. **ENHANCED CAP FOR CONFIDENTIALITY AND DATA PROTECTION.** NOTWITHSTANDING THE FOREGOING, FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY, DATA PROTECTION, OR INFORMATION SECURITY OBLIGATIONS UNDER THE AGREEMENT (INCLUDING THE DPA OR DSA), THAT PARTY'S TOTAL AGGREGATE LIABILITY IN ANY CALENDAR YEAR WILL NOT EXCEED TWO (2) TIMES THE CAP SET OUT IN SECTION 16.1 (LIMITATION OF LIABILITY). FOR THE AVOIDANCE OF DOUBT, THIS SECTION 16.2 REPLACES (AND DOES NOT MULTIPLY) THE CAP IN SECTION 16.1 FOR SUCH CLAIMS.

16.3 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, REVENUES, GOODWILL OR REPUTATIONAL HARM, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE, OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION DOES NOT APPLY WHERE PROHIBITED BY LAW.

16.4. **EXCEPTIONS TO LIMITATION.** NOTHING IN SECTION 16.1 (LIMITATION OF LIABILITY) OR SECTION 16.2 (ENHANCED CAP FOR CONFIDENTIALITY AND DATA PROTECTION) LIMITS EITHER PARTY'S (OR THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS) LIABILITY FOR: (I) NEGLIGENCE CAUSING DEATH OR PERSONAL INJURY; (II) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (III) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) CUSTOMER'S VIOLATION OF THE USE RESTRICTIONS IN SECTION 4 (USE OF SERVICES); (V) CUSTOMER'S FAILURE TO COMPLY WITH ITS PAYMENT OBLIGATIONS; (VI) A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 15 (INDEMNIFICATION), OTHER THAN TO THE EXTENT DESCRIBED IN SECTION 15.2 (THIRD-PARTY LIMITATION); OR (VII) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

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17. SUSPENSION AND TERMINATION

17.1. **Suspension of Services.** Thomson Reuters may suspend or limit Customer's access to the Services if (i) Customer or its Users materially breach the Agreement; (ii) payment is overdue as set out in Section 9 (Term, Charges and Payment); (iii) needed for security, legal or regulatory reasons, to maintain service integrity, performance, or availability, or to enforce technical or contractual usage limits applicable to the Services or APIs, including by temporarily restricting or disabling access where necessary; or (iv) required by a third-party provider. Where practicable, Thomson Reuters will give prior notice of suspension. Charges remain payable during suspension, provided, however, if the suspension is not due to the fault of Customer, a pro-rata credit will apply. Notwithstanding any other provision in the Agreement, Thomson Reuters may, without prior notice, suspend or limit Customer's use of the Services due to Customer's violation of Section 4 (Use of Services) or Section 6 (Proprietary Rights and Usage Information), and Thomson Reuters reserves the right to suspend or limit Customer's use of the Services during any investigation of a suspected violation of the same.

17.2. **Service Discontinuation.** Thomson Reuters may discontinue Services in its entirety or material components thereof with at least six (6) months' prior notice, unless earlier discontinuation is required to comply with laws or the action of a third-party provider. In any such case, Customer will receive a pro-rated refund of prepaid recurring charges covering the post-discontinuation period of the Term.

17.3. **Termination for Cause.** Either party may terminate the Agreement for cause (i) upon written notice to the other party if such other party materially breaches the Agreement and such breach remains uncured for thirty (30) days after written notice thereof; (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) if so required by law. Thomson Reuters may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of Customer's use of the Services if Thomson Reuters determines that the cause of the suspension or limitation is not capable of cure or has not been cured within the timeframe required by Thomson Reuters. Notwithstanding any other provision in the Agreement, if Customer violates Section 4 (Use of Services) or Section 6 (Proprietary Rights and Usage Information) such violation shall be deemed a material breach, and Thomson Reuters may immediately terminate the Agreement, in whole or in part, upon written notice.

17.4. **Refund upon Termination.** If either party is permitted to terminate and validly terminates the Agreement, Customer shall be entitled to a pro-rata refund for any recurring charges paid in advance for Services not yet rendered, except that no refunds or credits shall be provided, and Customer shall remain liable for all charges for the remainder of the Term, to the extent permitted by law, in the event of a Thomson Reuters termination pursuant to Section 17.3 (Termination for Cause).

17.5. **Effect of Termination.** Upon termination of the Agreement, Customer's right to use the Services and Thomson Reuters obligation to deliver them immediately cease, except for the obligations in Sections 17.6 (Treatment of Customer Data upon Termination) and 17.7 (Customer Deletion of Thomson Reuters Materials). Termination does not preclude either party from seeking available legal remedies.

17.6. **Customer Data upon Termination.** Upon Customer's written request on or before the effective date of termination, Thomson Reuters will either (i) provide Customer with a copy of Customer Data hosted in the production environment in a Thomson Reuters standard format within thirty (30) days following the effective date of termination; or (ii) prior to the effective date of termination, allow Customer to self-extract a copy of Customer Data hosted in the production environment in Thomson Reuters standard format. Any additional or different Customer Data extraction support requested by Customer may be subject to additional charges and must be agreed upon by the parties in a separate Ordering Document. Unless otherwise specified in Product Specific Terms or agreed in writing between the parties, upon Customer's written request at termination, Thomson Reuters will delete Customer Data hosted in the production environment within ninety (90) days after termination. Customer Data in backup or archival systems will be deleted in the normal course of business, subject to any legally required retention obligations, provided that such Customer Data will remain subject to the confidentiality and non-use obligations in the Agreement.

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17.7. **Customer Deletion of Thomson Reuters Materials.** Upon termination of the Agreement, or earlier expiration or termination of the applicable use right or license, Customer must, within thirty (30) days, delete (i) any Documentation, API packages, software development kits, libraries, connectors, or similar technical components provided by Thomson Reuters in connection with Customer's access to or use of the Services; and (ii) any Thomson Reuters Content, including downloaded or printed copies of Thomson Reuters Content, except where (1) retention is expressly permitted under the Agreement; (2) used in accordance with Section 4.3 (Permitted Use); or (3) required by applicable law.

18. FREE TRIAL AND PILOT FEATURES

18.1. **Availability and Purpose.** This Section 18 will apply to any Free Trial or Pilot Features. Thomson Reuters may, at its discretion, offer a Free Trial or Pilot Features. Free Trials and Pilot Features, to the extent applicable in each case, form part of the Services and are subject to the Agreement, including all rights and obligations of the parties thereunder, regardless of the means by which Customer or its Users access or interact with such Free Trials or Pilot Features. Thomson Reuters will notify Customer of the availability of specific Pilot Features either directly or through the applicable Service (including via in-app notification). Free Trials are provided solely for evaluation purposes, at Customer's own risk. Customer may not download Thomson Reuters Content as part of a Free Trial.

18.2. **Free Trial Term and Access.** Any Free Trial will expire at the earlier of: (i) the end of the applicable trial period; (ii) the start date of any paid Services; or (iii) termination by Customer or Thomson Reuters upon written notice at any time. Any Free Trial is limited to the maximum number of Users specified by Thomson Reuters and may be subject to additional functional or usage limitations, which may differ from those applicable to paid Services. Thomson Reuters may immediately suspend or terminate the Free Trial if it reasonably suspects a breach of the Agreement.

18.3. **Pilot Features.** Thomson Reuters may, at its sole discretion and at any time, without prior notice and without liability: (i) materially modify, limit, or discontinue any Pilot Feature, in whole or in part; (ii) cap, throttle, meter, restrict, or suspend Customer's or any User's access to or use of any Pilot Feature; or (iii) withdraw any Pilot Feature entirely or selectively by customer segment or geography. Pilot Features are not guaranteed to be made generally available in any form and do not form part of any committed scope of Services unless and until included in an Ordering Document or otherwise notified by Thomson Reuters. Unless separately agreed in writing, Section 11.1 (Service Level Commitment) does not apply to Pilot Features. Use of specific Pilot Features may be subject to additional terms and usage limits provided by Thomson Reuters in a notice to Customer (and such notice may be provided within the applicable Services).

18.4. **Liability and Disclaimers.** FREE TRIALS AND PILOT FEATURES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THOMSON REUTERS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO FREE TRIALS AND PILOT FEATURES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING THAT FREE TRIALS AND PILOT FEATURES FORM PART OF THE SERVICES, LIABILITY ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF A FREE TRIAL OR PILOT FEATURE IS SUBJECT TO SECTION 16 (LIMITATION OF LIABILITY), PROVIDED THAT THOMSON REUTERS' TOTAL AGGREGATE LIABILITY WITH RESPECT TO FREE TRIALS AND PILOT FEATURES WILL NOT EXCEED $10,000 USD (OR THE EQUIVALENT IN CUSTOMER'S LOCAL CURRENCY BASED ON A PUBLICLY AVAILABLE EXCHANGE RATE ON THE DATE THE CLAIM FIRST AROSE). FOR THE AVOIDANCE OF DOUBT, THIS CAP IS SEPARATE FROM AND DOES NOT REDUCE THE LIABILITY CAP APPLICABLE TO THE SERVICES GENERALLY UNDER SECTION 16.1 (LIMITATION OF LIABILITY).

19. GENERAL PROVISIONS

19.1. **Order of Precedence.** If there is a conflict or inconsistency among the documents forming the Agreement, the following order of precedence applies (highest to lowest), but only with respect to the subject matter each document governs: (i) Thomson Reuters AI Usage Policy; (ii) Third-Party Provider Terms (to the extent applicable to the relevant Third-Party Service); (iii) the applicable Ordering

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Document; (iv) any Product Specific Terms applicable to the Services; (v) these General Terms; and (vi) any remaining provision or element of the Agreement.

19.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior agreements, communications, and representations, whether written or oral.

19.3. **Updates to Terms.** Thomson Reuters may, at any time by providing Customer with thirty (30) days' notice, update these General Terms, any applicable Product Specific Terms, or any additional terms incorporated into these General Terms (including, but not limited to, Third-Party Provider Terms, DPA, and DSA) for legitimate business, legal, or technical reasons (such as compliance with new laws, security, functionality, or changes in the Services or changes in the URLs at which any such terms are posted). Notice will be deemed given by posting the updated terms on Thomson Reuters website here: https://tr.com/customer-contracting-hub, through the Services or Customer's account (e.g., My Account or Self-Service Portal), in a renewal notice, or by other reasonable means. Updates take effect at the end of the notice period. Customer's continued use after the notice period constitutes acceptance unless prohibited by law.

19.4. **Notices.** Unless stated otherwise, legal notices must be in writing and sent by courier or email to the contacts in the Ordering Document (or as updated by notice) and are effective upon receipt. Customer is responsible for keeping its contact details current. Thomson Reuters may provide operational or technical notices via in-product posting or on a designated site.

19.5 **No Waiver.** No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.

19.6 **Severability.** If any provision in the Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remaining provisions of the Agreement will remain in full force and effect.

19.7 **Interpretation.** Any words following the terms "including", "include", "in particular", "for example", or other similar expressions shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

19.8. **Assignment.** Neither party may assign the Agreement or any right or obligation under it, without the other party's prior written consent (not to be unreasonably withheld or delayed). However, Thomson Reuters may assign the Agreement in whole or in part, without consent or notice, to an Affiliate or in connection with a merger, acquisition, disposition, or sale of all or substantially all assets relating to a product line or business. Customer may assign the Agreement in whole or in part, without consent, to an Affiliate or in connection with a merger, acquisition, disposition, or sale of all or substantially all of its assets, provided that Customer provides Thomson Reuters with prompt written notice. Notwithstanding anything else herein to the contrary, Customer may not assign the Agreement to a Thomson Reuters Competitor. Any assignment in contravention of this Section 19.8 is void. The Agreement binds and benefits the parties and their successors and permitted assigns.

19.9. **Independent Contractors.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

19.10. **Third-Party Rights.** Any rights conferred on third parties pursuant to the Contracts (Rights of Third Parties) Ordinance of Hong Kong will be excluded, except that Thomson Reuters Affiliates and the third-party providers of Thomson Reuters benefit from Thomson Reuters rights and remedies under the Agreement. The parties to the Agreement may cancel or vary the Agreement in accordance with its terms without the consent of any third party. Except for the foregoing, no other third parties have any rights or remedies under the Agreement.

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19.11. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control, including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, pandemics, epidemics, civil or military disturbances, nuclear or natural catastrophes, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services, including widespread internet or cloud service disruptions and malicious cyberattacks (e.g., DDoS) to the extent not caused by the affected party's failure to implement reasonable security measures. The affected party must notify the other and take reasonable steps to mitigate the impact. If the event lasts more than thirty (30) days, either party may terminate the Agreement.

19.12 **Survival.** Sections concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of the Agreement, including, without limitation, the sections regarding proprietary rights, return of Customer Data, confidentiality, indemnification, limitation of liability and general provisions.

19.13. **Dispute Resolution.**

(a) **Amicable Resolution.** In the event of a dispute, the parties agree that, except where injunctive or other equitable relief is sought, they shall engage in good faith discussions prior to commencing litigation, or arbitration, as the case may be. Such discussions shall continue for a period of thirty (30) days from the date one party provides written notice of the dispute to the other.

(b) **Injunctive Relief.** Notwithstanding Section 19.13(a) and 19.14 either party may seek injunctive or other equitable relief from any court of competent jurisdiction at any time in addition to any other remedies available at law, to the extent permitted by law.

19.14. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by the laws of the Hong Kong, Special Administrative Region, without giving effect to conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the following forum to settle all disputes or claims arising out of or in connection with the Agreement:

If the Customer contracting entity is domiciled in:	**Dispute Resolution Forum**
Hong Kong	Disputes shall be referred to and finally resolved by the exclusive jurisdiction of the courts of Hong Kong.
China	Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be in Hong Kong, and the language shall be in English.

If the Customer is domiciled in a country not listed in the aforementioned table included in this clause 19.14, then the Agreement is governed by the laws of Singapore without giving effect to conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Furthermore, each party hereby consents to the exclusive jurisdiction of the courts of Singapore to settle all disputes or claims arising out of or in connection with the Agreement.

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一般条款与条件

这些一般条款和条件（**“一般条款”**）连同订购文件及订购文件中或本中包含的任何条款（统称 **“协议”**），规范客户使用汤森路透服务，包括汤森路透内容的许可。通过购买、续订或使用服务，客户即同意受本一般条款的约束。

本一般条款以中英文制定。如果两种语言 的文本之间存在不明确及/或不一致之处，应以英文文本为准。

1. 定义

1.1 **“关联公司”** 指任何直接或间接控制该方、受该方控制或与该方处于共同控制之下的法人、公司或其他实体。就本定义而言，“控制”指：（i）持有该方多数投票权;（ii）为其成员并有权任命或罢免其董事会多数成员;或（iii）作为其成员，且根据与其他成员的协议单独控制其多数投票权。

1.2 **“人工智能功能”** 指服务中由人工智能（AI）驱动或以其他方式启用的功能。

1.3 **“机密信息”** 指披露方（“披露方”）向接收方（“接收方”）披露的任何非公开信息，且被指定为机密或根据其性质或情况合理理解为机密，包括但不限于业务、财务、技术、商业秘密、定价、产品设计信息、产品功能信息、文件、客户数据及协议。机密信息排除以下信息：（i）在未违反协议的情况下公开;（ii）在披露前已合法为接收方所知;（iii）合法从第三方处获得且无保密义务;（iv）独立开发且未使用机密信息的信息;或（v）在披露方事先书面同意下披露。

1.4 **“客户”** 指订购文件中被认定为客户的公司或其他法人实体，且是协议的当事方。

1.5 **“客户数据”** 指由客户或代表客户系指由客户或代表客户上传至服务、提交至服务，或通过使用服务而生成的所有数据、内容、提示词及其他材料，但不包括任何使用信息或汤森路透内容。

1.6 **“交付物”** 指 汤森路透在执行专业服务过程中开发或提供的交付物、材料或其他工作成果。

1.7 **“文档”** 指汤森路透向客户提供的用户说明、功能规范及其他技术材料，用于适用服务。文档可通过服务内、客户门户或其他书面或电子形式提供。

1.8 **“企业应用”** 指第三方工具、平台或应用程序，这些工具、平台或应用（i）由客户根据与第三方供应商签订的有效且可执行的协议，分别授权用于商业或企业用途;以及（ii）并非可公开访问、免费增值或消费者级的工具。

1.9 **“反馈”** 指客户或其用户就汤森路透产品或服务向其提供的任何建议、评论、评分、评价或其他意见，包括通过服务内反馈工具提供的意见。

1.10 **“免费试用”**指的是仅为评估目的，按第 18 条（免费试用和试点功能）规定的条款提供的某些服务，免费且限时使用。

1.11 **“通用生产力 AI 工具”** 指包含 AI 功能（例如，支持 AI 的文字处理器、电子邮件或办公套件）的通用商业应用，属于企业应用，而非专业 AI 工具。

1.12 **“已安装软件”** 指汤森路透提供并授权安装在客户设备上的目标码版本（包括任何更新或升级），依据适用的订购文件规定。

1.13 **“集成”**指的是汤森路透未提供且与服务连接或集成的第三方服务、平台、应用、扩展、附加组件或相关产品。

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1.14 **“接口”**指任何应用程序编程接口（API）、模型上下文协议（MCP）服务器或终端、软件开发套件（SDK）、连接器、库、webhook 或其他技术机制，这些机制能够实现对服务中数据或功能的程序访问、交互或检索。

1.15 **“订购文件”** 指由汤森路透发布并由客户填写的订单表、在线订单或工作说明书，明确所提供的服务和/或专业服务。

1.16 **“输出”** 指由服务的人工智能功能生成并根据客户提示返回给客户或其用户的任何数据、内容或其他材料。

1.17 **“试点功能”** 指汤森路透指定为试点、预览、抢先体验或类似预发布内容的任何服务、特性、功能或服务组成部分，这些内容均依据第 18 条（免费试用和试点功能）规定的条款提供。

1.18 **“产品特定条款”**指适用于服务的产品特定条款和条件，按订购文件内链接不时更新 。此类产品特定条款已纳入协议，仅适用于其相关的服务。

1.19 **“专业人工智能工具”** 指以人工智能为主要目的执行法律、审计、税务、合规或会计研究、分析、起草、摘要、自动化或类似任务的第三方应用程序或服务。

1.20 **“专业服务”** 指相关订购文件中可能描述的专业服务，如咨询、集成、实施或培训服务。

1.21 **“提示”** 指客户提交给服务人工智能功能以生成输出的任何提示、指令、请求或查询。

1.22 **“服务”** 指根据协议提供的汤森路透软件及基于软件的服务（包括已安装软件、云端或软件即服务解决方案），可能包括访问和使用协议下提供的任何汤森路透内容。服务不包括专业服务。

1.23 **“期限”** 指订购文件中规定的协议期限。

1.24 **“第三方服务”**指与服务互操作、可通过服务访问或与服务（包括集成和连接器）使用的第三方应用程序、内容、数据、模型、平台、软件或服务，但为避免疑义，不包括服务在无直接商业集成或许可的情况下出现、检索或引用的公开网站。

1.25 **“第三方提供者条款”**指第三方服务提供商所施加的独立条款、许可、隐私声明、数据处理协议、可接受使用政策及其他条件，并会不时更新，这些条款规范客户使用这些第三方服务。当前的第三方提供者条款可在 https://tr.com/thirdpartyterms 或订购文件中查阅。

1.26 **“汤森路透”** 指客户签订协议的订购文件中指定的汤森路透集团公司中的法人实体。

1.27 **“汤森路透竞争对手”** 指任何开发、营销或销售与汤森路透或其关联公司提供的软件、内容或服务实质上相似的实体。

1.28 **“汤森路透内容”** 指汤森路透作为服务一部分或包含在输出中提供的任何数据、信息、文件、出版物、数据库、数据集、文章、分析或其他材料，无论是通过电子方式、在线平台、界面传递还是其他方式。汤森路透内容不包括（i）软件或基于软件的功能，包括人工智能功能;（ii）客户数据;以及（iii）任何由人工智能功能或其他自动化服务功能显示、检索或总结的第三方网络内容或材料。

1.29 **“使用信息”** 指有关访问和使用汤森路透生成或收集的服务的数据（如日志、诊断、性能/可用性、功能使用、支持聊天机器人、设备/技术信息及相关元数据），不包括客户数据。

1.30 **“使用单位”** 指可量化、离散的产品或服务单位，包括但不限于用户、地点、交易、功能、容量、代币或其他指标。使用单位将因服务而异。

1.31 **“用户”** 指任何由客户授权访问和使用服务的个人终端用户。用户可能包括客户的员工、承包商或其他人员（以及客户的关联方人员），他们根据协议条款获得访问权限。

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1.32 **“工作产品”** 指任何文件、建议、报告、备案、申报、提交、计算、分析、通信或其他材料，这些材料要么（i）由用户创建，且包含或基于输出或汤森路透内容;或（ii）服务直接通过对客户数据应用规则、逻辑或计算，在用户代表客户开展业务活动时直接生成的。

2. 服务

2.1 **服务与文档。** 根据协议条款，汤森路透在该期限内授予客户非专属且不可转让的使用权，仅用于其日常内部业务目的：（i）订购文件中指定的服务;以及（ii）与客户使用服务相关的文档。

2.2 **关联公司和外部用户。** 根据协议条款，客户可允许其关联公司及其他外部用户（例如代表客户行事的承包商或顾问）作为用户访问和使用服务，前提是（i）该关联公司或外部访问和使用在订购文件中明确允许;（ii）客户仍需对其遵守协议负责;以及（iii）这些关联公司及外部用户不是汤森路透的竞争对手。

2.3 **服务更新与升级。** 汤森路透会不时更新、修改或移除部分服务内容，前提是这些变更不会实质性且不利地降低服务的整体功能（“**服务更新**”）。汤森路透也可能推出新功能、模块或扩展功能，以扩展现有服务的范围（“**服务升级**”）。服务更新和服务升级是服务的一部分，受协议、文档及任何适用的产品特定条款约束。服务升级可能受使用限制或额外收费。若服务升级无额外费用，汤森路透可根据第 19.4 节（通知）通过通知客户对服务升级设定使用限额。若服务升级需附加额外费用，这些额外费用及适用使用限额将在单独的订购文件中明确。

2.4 **使用关联公司和分包商。** 汤森路透可能会聘请关联公司和/或第三方分包商提供服务和专业服务，但对其履行和遵守协议负全部责任。

2.5 **已安装软件。** 客户购买任何已安装软件的许可或订阅，该许可或订阅受 https://tr.com/installed-software-terms 所列已安装软件许可条款的约束和管辖。

3. 服务中的人工智能

3.1 **人工智能的应用。** 服务可能包含旨在增强功能和用户体验的人工智能功能。在客户在服务中使用人工智能功能的程度上，客户承认：（i） 人工智能功能具有概率性，因此功能、行为和结果可能因上下文而异，有时可能不完整、不准确、过时或反映偏见;（ii） 输出并非客户独有，因此其他客户或用户可能会收到与客户生成的输出相同或相似的输出，前提是该输出不是通过违反协议的客户数据使用或披露产生的。

3.2 **职责与限制。** 各方始终遵守与协议相关的人工智能开发、交付和使用法律。汤森路透将制定并维护旨在（i）确保人工智能在服务中伦理且负责任地使用和发展;（ii）确保在服务中人工智能开发中进行适当的数据治理和人工监督;（iii）评估并采取措施减轻与服务中人工智能相关的重大风险;（iv）确保执行法律要求的评估;以及（v）确保服务中的人工智能符合法律要求的标准，如无偏见、准确性、可解释性、透明度、稳健性、数据保护和网络安全，基于服务的预期目的。汤森路透不对任何输出的准确性、合法性或可靠性，以及基于该输出所做的任何决策、行动或遗漏承担责任。汤森路透不对客户使用、修改或依赖任何输出（包括用于重大决策）承担责任。

3.3 **限制与输出审查。** 客户仅能在遵守文档、汤森路透人工智能使用政策（可于 https://tr.com/ai-usage-policy 获取）及第三方供应商条款内的人工智能使用政策的情况下使用人工智能功能。客户承认，输出必须由持证或合格专业人员审核，才能依赖、使用或分发。客户需完全负责在依赖、使用或分发前核实输出的准确性、合法性和合规性。

3.4 **输出与知识产权。** 作为双方之间，客户拥有通过使用人工智能功能产生的输出，前提是该所有权受汤森路透及其第三方许可方对（i）服务的权利约束，包括底层模型、算法和系统架构;以及（ii）任何包含在输出中或用于生成输出的汤森路透内容。如果输出包含或复制了汤森路透或其第三方许可方拥有的任何汤森路透内容或其他材料，客户对该部分的权利仅限于协议授予的许可，并受第 4 条（服务使用）及第 4.4 条（服务使用限制）及任何适用的第三方提供者条款约束。为避免疑义，完全基于客户数据（不包含汤森路透内容）的输出，应由客户单独拥有。

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3.5 **提示和输出许可。** 客户授予汤森路透许可，允许其使用提示和输出进行评估，以确保人工智能功能保持安全、道德和有效。汤森路透将实施并维护自动化防护措施，旨在避免对潜在敏感信息（包括机密和身份信息）进行审查，并将此类提示和输出排除在用于评估目的的样本中。某些产品特定条款可能包含额外的许可授予或许可。

3.6 **无模型训练。** 汤森路透不会允许其第三方供应商使用客户数据或输出开发、训练或微调任何生成式人工智能模型或大型语言模型，除非另有书面协议。

4. 服务的使用

4.1 **一般情况。** 汤森路透内容具有专有性，其保护对汤森路透提供的服务至关重要。本第 4 条规定了保障汤森路透内容的义务、允许使用和限制，同时为客户提供使用服务所需的权利。尽管本条款规定了任何允许使用，但第 4 条的所有限制均适用，且不得解释为授权任何其他禁止的使用。

4.2 **客户义务。** 客户对其账户下发生的活动负责，包括用户对协议的遵守情况。客户应当：

(a) 根据协议和文档使用服务;

(b) 从第三方处获得所有必要的权利、许可和批准（并在法律要求下获得有效同意或其他合法依据），以便允许汤森路透使用客户数据提供服务;

(c) 如有必要，请标明汤森路透及任何相关第三方为任何汤森路透内容的来源;

(d) 管理对服务的访问，包括但不限于确保：（i） 仅用户使用服务;（ii） 当用户离开客户组织或怀疑未授权使用时，用户访问应立即被禁用或终止;（iii） 客户和用户维护其登录凭证的机密性;以及

(e) 如客户得知有任何未经授权访问或使用服务，请及时通知汤森路透。

4.3 **允许使用。** 在第 4.2 节（客户义务）和第 4.4 节（使用限制）的前提下，客户仅可出于其日常内部业务目的（包括客户的利益，如果客户从事提供审计、税务、会计或法律服务的业务），（i）根据协议将其预期目的使用服务;以及（ii）以不频繁、不定期且临时的方式下载、打印、传输或分发有限的汤森路透内容摘录，以创建工作产品，并可使用通用生产力人工智能工具协助创建该工作产品。客户可无限制地使用不含汤森路透内容的输出和工作产品。

4.4 **使用限制。** 客户不会也不会允许他人：

(a) 向专业 AI 工具提供或上传任意数量的汤森路透内容;

(b) 在任何不符合企业应用资格的第三方应用中使用汤森路透内容;

(c) 使用或允许任何第三方工具、应用或系统（包括任何企业应用或通用生产力人工智能工具）使用汤森路透内容以（i）训练、再训练、微调、开发或改进任何人工智能或机器学习模型、系统或底层技术;或（ii）作为知识库、参考源、索引、嵌入存储，或任何 AI 或机器学习系统生成输出（包括检索增强生成）的来源;

(d) 以达到足够数量或规律的方式使用汤森路透内容，使其具有独立的商业价值，从而可以作为服务的任何部分的替代品;

(e) 复制、下载、上传、传输或以其他方式将汤森路透内容提供给任何第三方工具、平台或应用（无论是否支持 AI），目的不包括第 4.3 节（允许使用）明确允许的;

(f) 使用自动化、批量、系统化或程序化方法（包括 API、MCP、AI 代理、抓取、爬取或数据挖掘工具）从服务中提取汤森路透内容;

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(g) 使用服务，包括设计以检索或复制汤森路透内容为主要目的的提示或查询，而非生成响应性输出，以规避第 4 条（服务使用）中的限制或限制;

(h) 使用汤森路透内容或服务，无论是单独使用还是与任何第三方工具结合，以创建、开发、增强或运营任何与汤森路透产品或服务竞争的产品或服务;

(i) 使用服务（或其任何部分）进行评估、评分、比较、基准测试或其他竞争分析目的，针对任何服务、行业基准或其他标准，包括准确性、完整性、相关性、引用数量、研究覆盖率、幻觉或错误率、排名、响应性、延迟、吞吐量、可靠性、功能、工作流、用户体验、定价、生产力、质量、性能，或任何类似的竞争目的;

(j) 复制、修改、逆向工程、反编译、反汇编、翻译或创作服务或其任何部分的衍生作品，或以其他方式挪用或侵犯汤森路透或任何第三方的知识产权或隐私权;

(k) 销售、转售、再许可、租赁、分发、翻译或以其他方式商业利用汤森路透内容或服务;

(l) 使用汤森路透内容或服务进行任何非法、侵权或有害活动;或

(m) 干扰服务的安全性或性能，未经授权访问服务，或将服务连接到外部系统。

5. 客户数据

5.1 **客户数据与知识产权。** 在双方之间，客户或其许可方拥有客户数据的所有知识产权。除协议中明确授予的有限权利外，汤森路透不从客户或其许可方获得客户数据的任何权利、所有权或利益。

5.2 **客户数据许可。**客户授予汤森路透、其关联公司及分包商全球范围内的非独占许可，以托管、复制、使用、传输、显示、修改和调整客户数据，以提供和支持服务及专业服务;以及（ii）使汤森路透遵守适用法律法规。某些产品特定条款可能包含额外的许可授予或许可。

6. 专有权利与使用信息

6.1 **汤森路透知识产权。** 作为双方之间的协议，服务、汤森路透内容和文档中的所有知识产权均归汤森路透、其关联公司或其许可方所有。所有未根据协议明确授予客户的权利均予保留。客户不得删除、遮蔽或更改服务或汤森路透内容中包含的任何版权、商标或其他专有权利声明。

6.2 **使用信息。** 汤森路透可能会收集和使用使用信息。使用信息用于技术和客户支持、计费和账户管理、分析、基准测试以及提升服务的设计、功能和性能等目的。汤森路透拥有使用信息的所有权利、所有权和利益。

6.3 **客户反馈。** 在客户拥有反馈知识产权的范围内，客户特此将此类权利转让给汤森路透，但不包括任何客户机密信息，汤森路透可自行决定使用客户或其用户提供的此类反馈。

6.4 **品牌特色与宣传。** 客户在该期限内授予汤森路透非独占、全球性、免版税许可，使用客户名称、标志及其他品牌特征，仅用于（i）在汤森路透网站及市场推广材料中识别客户身份;（ii）提供服务或专业服务;（iii）管理内部账户;或（iv）遵守适用法律或法规。根据上述第 6.4（i）条，汤森路透将根据客户书面请求停止使用。

7. 第三方服务

7.1 **由汤森路透管理的第三方服务。**若服务包含第三方服务，汤森路透将通过服务提供对此类第三方服务的访问。客户需遵守任何适用的第三方服务提供商条款。

7.2 **由客户管理的第三方服务。** 除了上述第 7.1 节所述的第三方服务外，服务还可能允许与服务未包含、由第三方提供商独立向客户提供的第三方服务集成或访问相关服务。客户需完全负责获取和维护使用独立第三方服务所需的任何此类第三方许可证，并遵守相关条款和条件。

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7.3 **集成。** 如果汤森路透允许，客户可使用与服务的集成。客户承认并同意，客户使用任何集成内容受其与相关第三方服务提供商单独协议的适用条款和条件约束。客户对遵守任何此类第三方提出的任何要求负全责。汤森路透不对集成作出任何声明或保证，也不对客户使用集成负责。如果客户选择使用与服务集成，客户承认并同意客户授权汤森路透访问并共享客户数据，仅为第三方供应商向客户提供相关集成。如果客户通过界面提交提示、接收输出或以其他方式访问汤森路透的内容或服务，则该使用或访问应受协议条款约束。

8. 专业服务

8.1 **专业服务保修。**汤森路透保证，专业服务将由具备合理技能和谨慎的专业人员以符合普遍接受的行业标准的方式执行。客户对违反本保证的唯一且排他的救济应是重新提供受影响的专业服务，或如汤森路透未能重新履行，则退还已支付的受影响专业服务费用。

8.2 **专业服务中的知识产权。** 除非订购文件中明确说明，任何交付物中的所有知识产权均归汤森路透所有。客户获得非独占、不可转让的许可，以便在期限内按需使用交付物。汤森路透可重复利用在执行专业服务及反馈过程中获得的一般知识、技能、想法和技术，前提是不披露客户机密信息。

8.3 **其他条款的适用性。** 除非另有明确规定，本一般条款中对“服务”的引用应包括“专业服务”，涉及第 6 条（专有权利和使用信息）、第 9 条（条款、费用和付款）、第 13 条（保密性）、第 15 条（赔偿）、第 16 条（责任限制）和第 19 条（一般条款）。

9. 期限、费用与付款

9.1 **期限**。除非适用订购文件另有说明，否则协议按连续的一年期自动续签，除非任一方在当前期限结束前至少提前 30（30）天书面通知对方不续签。

9.2 **费用与开票。** 费用在订购文件中明确规定。发票应在发票日期后三十（30）天内到期。付款必须支付至发票中指定的汤森路透实体和账户，或通过汤森路透提供的其他支付方式进行。除非法律要求或协议明确规定，所有费用均不可退还。 发票争议必须在发票日期之三十（30）天内通知。

9.3 **逾期费用。**如果在截止日期前未收到任何发票金额，汤森路透可在不限制其其他权利或救济措施的情况下，（i）从截止日期起至付款期间，按每月最高 1%（1%）收取利息（每张逾期发票不得少于 25 美元（25 美元））或法律允许的最高利率（以较低者为准）;以及（ii）在适用法律允许的范围内，向客户追回合理催收费用，包括法律费用、催收机构费用和逾期付款费用。

9.4 **付款与服务暂停。** 如果任何费用逾期三十（30）天或以上，汤森路透可暂停服务，直至该金额全额支付。如果客户合理善意地对相关收费提出异议，并努力配合解决争议，汤森路透将不行使本第 9.4 条（付款及服务暂停）下的权利。

9.5 **税务。** 收费不包括税费和关税。客户对其购买和使用服务（包括其关联公司或其他司法管辖区用户）产生的所有税费和关税负责。客户还需向汤森路透（如适用）提供并维护准确的用户位置列表，并承担任何相关的合规义务。如果汤森路透依法要求征收客户应负责的税款或关税，汤森路透将向客户开具发票，除非提供有效的免税证明，否则客户将支付该金额。如果法律要求客户从支付给汤森路透的款项中扣缴任何税款，客户将支付必要的额外金额，以确保汤森路透收到的净金额等于若无此类预扣时应获得的金额，并向汤森路透提供合理的预扣和缴纳税款证据。

9.6 **费用调整。** 除非订购文件另有说明，汤森路透可自每次续期开始起，至少提前 60（60）天书面通知，调整费用。任何其他价格变动或调整将在订购文件中注明。

9.7 **用户和使用限制。** 订购文件将规定服务适用的使用单元。基于用户的使用单元可重新分配给新用户，前提是用户总数不超过订购文件中规定的限制，并受协议中任何地点或访问限制的约束。汤森路透可能会施加技术限制以执行使用限制。

9.8 **未使用的使用单位。** 使用单位必须在订购文件规定的适用使用期限内使用，且该期间结束时未使用的使用单位不得结转至后续任何期间，且将被没收且不予退款。

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9.9 **超额使用。**如果客户超出适用订购文件中指定的使用范围，包括任何适用的使用单位，汤森路透除了本文件中的其他补救措施外，还可按订购文件中规定的费率或汤森路透当时的标准价格开设额外费用。如果客户因协议允许的转让和/或合并、收购、控制权变更或类似交易而超出约定范围，可能会产生额外费用。

10. 数据保护

10.1 **数据处理。**如果汤森路透代表客户处理个人数据，则客户作为数据控制者，汤森路透作为数据处理者，且该等客户数据的处理应受 https://tr.com/data-processing-addendum 所载数据处理附录（“**DPA**”）约束。汤森路透作为数据控制者，根据其隐私声明（见 https://tr.com/en/privacy-statement）处理用户及客户代表的个人数据，用于账户和服务管理及其他目的。为明确起见，如果各方作为单独且独立的控制者（相关术语见 DPA 定义）处理任何个人数据，则各方将遵守适用于其的所有适用法律，并据此独立承担责任。当代表客户在服务中处理的数据受中华人民共和国法律管辖时，适用以下条款：

(a) 客户应对其使用服务以及遵守中华人民共和国法律（包括但不限于《个人信息保护法》（“PIPL”））承担全部责任。客户保证并确保遵守 PIPL 及其他当地法律法规中与数据进出口相关的所有规定，并应就因客户或其关联公司违反本第 10.1 条使用服务而产生的任何索赔（包括但不限于中国当局及/或个人（数据主体）提出的索赔）而产生的损失、损害、责任、成本和费用向汤森路透进行赔偿并使其免受损害。

(b) 如果客户或其关联公司向汤森路透提供源自或涉及中国及/或中国个人的数据，客户需确保以下：（i）存在适用于客户或其关联公司数据出口或进口的《个人信息保护法》第 38 条的适用例外情况，作为向汤森路透合法转移数据的依据，和/或；（ii）任何数据的进口或出口均由客户或其关联公司在服务中处理数据之前进行，以便汤森路透不会被视为《个人信息保护法》下的数据进口商或出口商。

10.2 **数据安全。**双方将使用并要求任何分包商采用行业标准的组织、管理、物理和技术保障措施来保护对方的数据。汤森路透将采用合理、行业标准的措施，旨在防止恶意代码被引入服务。双方同意，https://tr.com/trdsa（“**DSA**”）中具体的技术和组织措施应适用。此外，客户若发现任何未经授权的第三方访问汤森路透数据或系统，将通知其：（i） 汤森路透的数据或系统;或 （ii） 可能影响服务的客户内部系统，客户将采取合理努力修复已识别的安全威胁和对客户系统存在的漏洞。

11. 服务水平承诺与支持

11.1 **服务水平承诺。**汤森路透将采取商业合理努力，确保服务的目标正常运行时间达到 99.5%，按每个日历月计算，不包括因下文定义的一项或多项例外（**“可用性要求”**）导致的无法使用期间。可用性计算时不包括以下情况（每项“例外”）导致的停机时间：（i）客户或其授权用户滥用或未经授权更改服务;（ii）任何基础设施（包括硬件、软件、系统、网络、设施或其他未由汤森路透提供的组件）的互联网连接故障、中断或中断;（iii）协议下的维护;（iv）不可抗力事件;（v）因用户错误导致的数据损坏;或（vi） 第三方供应商在汤森路透合理控制之外的任何行为、不作为或遗漏（包括但不限于技术故障）。可用性要求不适用于非生产环境（包括开发、测试、质量保证和灾难恢复）。

11.2 **监控与维护。** 汤森路透作为其标准服务运营的一部分进行监控和维护。维护通常在无停机或低使用时间段进行。在需要计划停机时，汤森路透力求至少提前 30 天通知，并在合理可行的情况下安排停机时间。可根据需要部署非计划维护或更新。汤森路透可能会对某些功能进行计量或其他使用限制，以保持响应性。

11.3 **提供支持**。为协助解决服务技术问题，汤森路透或其代理可能提供电话支持和/或在线访问其帮助台或其他自助工具。有关汤森路透支持的更多信息可在 https://tr.com/support-and-training 获取。为支持服务的运营、可靠性和完整性，汤森路透可能会审查客户数据，以调查通过汤森路透质量保证、监控或风险评估措施识别出的报告问题、服务异常或潜在缺陷。此类审查仅限于诊断根本原因、维护系统性能、纠正发现的错误以及支持服务连续性。所有审查均将遵守汤森路透在协议下的保密性、数据保护和安全义务。在各方事先同意单独订购文件中的条款、范围和收费的前提下，以下方面可能会对以下方面施加额外费用：（i）由客户或第三方信息或材料引起的问题;（ii） 汤森路透告知不支持的任何服务或服务版本;（iii） 因客户未遵循汤森路透的指示或规格而产生的问题;（iv） 因事故、修改、支持、迁移或误用服务而引起的问题，这些问题并非归咎于汤森路透;或 （v） 客户的网络或运营环境或由此引起的问题。

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12. 合规

12.1 **遵守法律。** 每一方都将遵守所有适用于其履行协议的法律法规，且其关联方、人员、代理人和分包商对其遵守负有责任。

12.2 **出口管制与制裁。** 各方必须确保遵守适用的出口管制和制裁法律法规（包括适用的加拿大、欧盟、瑞士、英国和美国的法律）。客户不得违反上述法律出口、再出口、转让或允许访问或使用服务，包括对受禁运国家或地区或受制裁方的访问，客户声明其本人、所有者及用户均不受制裁或贸易限制名单约束。汤森路透可能因违反本第 12.2 条而暂停访问或终止协议。

12.3 **反腐败。** 各方均须遵守适用的反腐败和反贿赂法律（包括适用的《英国反贿赂法 2010》和《美国反海外腐败行为法》）。任何一方均不得提供、赠予、招揽或接受任何与协议相关的非法或不当贿赂、回扣、付款、礼物或有价值物品。

12.4 **遵守商业行为与道德准则。** 汤森路透遵守汤森路透商业行为与道德准则，网址见：https://ir.thomsonreuters.com/corporate-governance/code-conduct。

13. 保密

13.1 **保密义务。**接收方将（i）以保护自身机密信息的同等标准保护披露方的机密信息（该谨慎程度不得低于合理程度）;（ii）仅用于履行其义务或行使协议下的权利;以及（iii）仅向员工、承包商和专业顾问披露，这些人需要了解并受至少与本协议同等保护义务约束。这些义务在协议期限内及终止或到期后五（5）年内适用，且对商业秘密在适用法律下仍为商业秘密期间适用。

13.2 **允许披露。** 如果法律、法规、传票或法院命令要求，接收方可披露机密信息，前提是在法律允许的情况下，提前通知披露方并给予合理协助以质疑或限制披露。此外，接收方可在评估投资或收购时，向实际及潜在投资者、贷款方、收购方及其专业顾问披露协议条款。

14. 保修、独家补救与免责声明

14.1 **服务保修。** 汤森路透保证服务将在所有重要方面符合相关文档。如果服务未能遵守，客户必须以书面形式通知汤森路透。本保修不适用于客户因未按照协议或文档使用服务而引发的问题。专业服务仅依据第 8 条（专业服务）条款提供。

14.2 **独家救济。** 根据第 14.1 条（服务保修）客户的专属救济，由汤森路透承担费用和选择权，修复、修改或替换具有相当功能的非合规服务（或其部分）。在收到根据第14.1条（服务保修）的客户通知后，汤森路透将提供合理且估计的补救时间表。如果汤森路透未能在其规定的时间表内提供上述救济，客户可通过书面通知并说明理由，终止第 17.3 条（因故终止）下受影响服务的协议。本第 14.2 条适用法律允许的最大范围，不限制汤森路透重大过失或故意不当行为的任何非排他性救济。

14.3 **不提供任何建议。** 汤森路透提供专业服务、服务（包括汤森路透内容）、文档、翻译和数据，仅供参考，不包括财务、法律、税务、会计、合规或其他专业建议。部分信息可能包括第三方意见或来自公开网站（包括通过网页搜索功能）的材料，汤森路透对此不负责。客户应自行负责审查并核实服务中包含或由服务生成的任何输出、数据和文件，并对基于该等内容作出的任何决定或采取的任何行动承担全部责任。

14.4 **不作其他保证。** 除非协议明确规定，专业服务、服务及汤森路透内容均“按现状”提供。汤森路透不保证不存在任何不准确、中断、延迟、遗漏或错误，亦不保证任何该等问题将得到纠正，并且汤森路透不对因这些错误产生的任何损害负责。双方均不对其他明示、默示、法定或其他保证，包括可销性、特定用途适用性、质量、准确性、标题或非侵权保证。

15. 赔偿

15.1 **汤森路透的赔偿。**汤森路透应对任何第三方声称客户根据协议使用服务侵犯其知识产权而产生的任何损害、损失、罚金、罚款和费用，对客户、其关联公司及其相关管理人员、董事、员工和代理人进行赔偿为其抗

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辩并使其免受损害。汤森路透根据本条款 15.1 的义务不适用于因（i）服务与其他产品、技术、客户数据或未由汤森路透提供的其他数据组合而产生的索赔;（ii）客户或任何未经汤森路透授权的第三方对服务的修改，（iii）在汤森路透通知客户需要使用后续版本后仍使用服务版本;或 （iv） 客户违反协议或适用法律使用服务。

15.2 **第三方限制。** 如果第 15.1 条（汤森路透的赔偿）中的赔偿义务源自汤森路透授权给客户的第三方服务，汤森路透对该第三方服务产生的客户经济责任将限制为客户在该索赔前十二（12）个月内应支付给汤森路透的金额的两（2）倍。

15.3 **客户赔偿。**客户应赔偿、辩护并保护汤森路透及关联公司其相关高管、董事、员工和代理人免受因任何第三方索赔而产生的损害、损失、罚金、罚款和费用的伤害：（i） 指控汤森路透或其关联公司使用客户数据侵犯或挪用该第三方的知识产权或其他专有权利;（ii） 涉及客户、其关联公司、用户或分包商违反协议或适用法律使用汤森路透或其第三方供应商的知识产权;或（iii）涉及任何个人或实体对服务的访问、使用或依赖，客户或其用户向其提供服务访问或受益（包括汤森路透内容），除非因汤森路透违反协议而导致的部分。

15.4 **赔偿程序。**被赔偿方应（i）及时通知赔偿方任何受赔偿的索赔（前提是未及时通知不会免除赔偿方义务，除非有实质性损害）;（ii）允许赔偿方通过其选择的律师控制索赔的辩护和和解，前提是任何对被赔偿方施加非金钱义务或承认过错的和解均需其事先书面同意;（iii）提供合理协助，费用由赔偿方承担。

15.5 **补救措施。**如果发现服务或其任何部分，或汤森路透合理认为可能侵犯第三方知识产权，汤森路透可酌情并自费（i）为客户争取继续使用服务的权利;（ii）修改或更换受影响部分，使其不构成侵权，同时不实质性且不利地降低服务的整体功能;或（iii）如果这些选项在商业上不合理，终止受影响的服务，并按比例退还预付的经常性费用。

16. 责任限制

16.1 **责任限制。** 在任何日历年，双方对另一方的总责任不得超过客户在首次产生索赔事件前十二（12）个月内对产生责任的服务应支付的总金额（或如果索赔发生在前十二（12）个月内，则为该期间平均每月支付费用的十二（12）倍）。该上限适用于无论诉讼形式为何，无论是合同还是侵权。

16.2 **保密性和数据保护的增强上限。** 尽管如此，对于一方违反其协议下的保密性、数据保护或信息安全义务（包括 DPA 或 DSA），该方在任何日历年内的总责任不得超过第 16.1 条（责任限制）规定上限的两（2）倍。为避免误解，本第 16.2 条取代（且不乘倍）第 16.1 条中此类索赔的上限。

16.3 **排除后果性及相关损害赔偿。**在任何情况下，任何一方都不需对任何利润、收入、商誉或声誉损失、任何替代设备、软件或服务的费用，或任何间接、特殊、附带、后果性、替代性业务中断或惩罚性损害赔偿负责，无论诉讼是否属于合同或侵权行为，即使被告知可能产生此类损害或任何救济未能实现其基本目的。该排除条款不适用于法律禁止的部分。

16.4 **责任限制的例外。**第 16.1 条（责任限制）或第 16.2 条（保密性和数据保护增强上限） 中没有任何规定限制任何一方（或其各自的关联公司或分包商）对以下责任：（i） 导致死亡或人身伤害的疏忽;（ii） 故意不当行为或重大过失;（iii） 一方侵犯对方的知识产权;（IV） 客户违反第 4 条（服务使用）中的使用限制;（V） 客户未能履行付款义务;（VI）第 15 条（赔偿）中当事人的赔偿义务，除第 15.2 条（第三方限制）所述范围外;或（VII）任何法律无法排除的其他责任。

17. 停职与终止

17.1 **服务暂停。**如发生以下任一情形，汤森路透有权暂停或限制客户访问或使用服务:（i）客户或其用户严重违反本协议;（ii）按第未按照 9 条（期限、费用及付款）的约定及时支付应付款项;（iii）基于安全、法律或监管要求，或为维护服务的完整性、性能或可用性，或为执行适用于服务或 API 的技术性或合同性使用限制（包括在必要时临时限制或禁用访问权限）；或（iv）第三方供应商提出相关要求。在可行情况下，汤森路透将就暂停事宜提前通知客户。服务暂停期间，客户仍应按照本协议支付相关费用；但如该等暂停并非因客户原因导致，汤森路透将按照暂停期间的实际影响向客户提供按比例计算的费用抵

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扣尽管本协议有任何其他约定，如客户违反第4条（服务使用）或第6条（专有权利与使用信息）的规定，汤森路透有权在无需事先通知客户的情况下暂停或限制客户对服务的使用。此外，对于涉嫌违反上述规定的情形，汤森路透保留在相关调查期间暂停或限制客户使用服务的权利。

17.2 **服务停止。** 。 汤森路透有权终止全部服务或其中任何重大组成部分，但应至少提前六（6）个月通知客户；但为遵守适用法律法规要求，或因第三方供应商采取相关措施而必须提前终止的情形除外。在任何该等情形下，汤森路透应按照服务终止后剩余服务期限对应的已预付经常性费用，向客户提供按比例计算的退款。

17.3 **因故终止。**任何一方可因故终止协议：（i） 如果另一方实质性违反协议且该违约在书面通知后三十（30）天内仍未解决;（ii） 若另一方成为破产申请或任何其他与破产、接管、清算或为债权人利益转让相关的程序的对象;或 （iii） 法律有此要求。如果汤森路透认定暂停或限制客户使用服务的原因无法治愈或未能在汤森路透要求的时间内得到解决，汤森路透可于书面通知后全部或部分终止协议。尽管协议中有其他规定，如果客户违反第 4 条（服务使用）或第 6 条（专有权利和使用信息），该违规行为将被视为重大违约，汤森路透可根据书面通知立即全部或部分终止协议。

17.4 **终止时退款。**如果任一方有权终止协议且已有效行使该终止权，客户有权按比例退还尚未提供的服务预付的定期费用，但不提供退款或抵免，且客户在汤森路透根据第 17.3 条（因故终止）终止时，依法律允许的范围内继续承担剩余期限内的所有费用。

17.5 **终止的效果。**协议终止后，客户使用服务的权利及汤森路透交付服务的义务立即终止，但第 17.6 条（终止时客户数据处理）和第 17.7 条（客户删除汤森路透材料）中的义务除外。终止并不阻止任何一方寻求可用的法律救济。

17.6 **终止时的客户数据。** 在终止生效日期前客户书面请求时，汤森路透将（i）在终止生效日起三十（30）天内，以汤森路透标准格式向客户提供托管在生产环境中的客户数据副本;或（ii）在终止生效日前，允许客户自行提取以汤森路透标准格式托管在生产环境中的客户数据副本。客户请求的任何额外或不同的客户数据提取支持可能会被收取额外费用，且双方必须在单独的订购文件中达成协议。除非产品特定条款另有说明或双方书面约定，客户在终止时提出书面请求后，汤森路透将在终止后九十（90）天内删除托管在生产环境中的客户数据。备份或归档系统中的客户数据将在正常业务过程中被删除，但须遵守法律要求的保留义务，前提是这些客户数据仍受协议中的保密和非使用义务约束。

17.7 **客户删除汤森路透材料。** 协议终止或适用使用权或许可提前到期或终止后，客户必须在三十（30）天内删除（i）汤森路透为访问或使用服务提供的任何文档、API 包、软件开发套件、库、连接器或类似技术组件;以及（ii）任何汤森路透内容，包括下载或打印的汤森路透内容，除非（1）协议明确允许保留;（2）根据第 4.3 条（允许使用）使用;或（3）适用法律要求。

18. 免费试用及试点功能

18.1 **可用性与目的。** 本第 18 条适用于任何免费试用或试点功能。汤森路透可酌情提供免费试用或试点功能。免费试用和试点功能（视情况而定）构成服务的一部分，并受协议约束，包括各方的所有权利和义务，无论客户或其用户如何访问或互动这些免费试用或试点功能。汤森路透将直接或通过相关服务（包括应用内通知）通知客户特定试点功能的可用性。免费试用仅供评估目的，风险自负。客户不得作为免费试用的一部分下载汤森路透内容。

18.2 **免费试用期及访问权限。** 任何免费试用将在以下时间中较早者失效：（i） 适用试用期结束;（ii） 任何付费服务的开始日期;或 （iii） 客户或汤森路透在书面通知后随时终止。任何免费试用均限于汤森路透指定的最大用户数，且可能受到额外的功能或使用限制，这些限制可能与付费服务不同。 如合理怀疑存在协议违约，汤森路透可立即暂停或终止免费试用。

18.3 **试点功能。** 汤森路透可自行决定并在任何时间内，无需事先通知且无责任：（i） 全部或部分实质性修改、限制或终止任何试点功能;（ii） 限制、限流、计量、约束或暂停客户或任何用户对任何试点功能的访问或使用;或 （iii） 根据客户细分或地域完全或选择性地撤销任何试点功能。试点功能不保证以任何形式普遍提供，且除非在订购文件中或汤森路透另有通知，否则不属于任何承诺的服务范围。除非另有书面协议，第

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11.1 节（服务级别承诺）不适用于试点功能。特定试点功能的使用可能受汤森路透在客户通知中提供的额外条款和使用限制（该通知可能在适用服务中提供）。

18.4 **责任与免责声明。** 免费试用和试点功能均以“现状”和“可得”方式提供。在适用法律允许的最大范围内，汤森路透明确否认所有关于免费试用和试点功能的保证和条件，无论是明示的、默示的还是法定的，包括可销性、特定用途的适用性、准确性、标题和非侵权的保证。尽管免费试用和试点功能是服务的一部分，但因客户使用免费试用或试点功能而产生的责任，仍受第 16 条（责任限制）约束，前提是汤森路透关于免费试用和试点功能的总责任不得超过 1 万美元（或根据索赔首次出现当天公开汇率计算的客户当地货币等值）。为避免误解，该上限与第 16.1 条（责任限制）下普遍适用的服务责任上限是分开的，且不减少。

19. 一般条款

19.1 **优先顺序。**如果构成协议的文件之间存在冲突或不一致，则适用以下优先顺序（从高到低），但仅针对每份文件所管辖的主题：（i） 汤森路透人工智能使用政策;（ii） 第三方服务提供商条款（适用于相关第三方服务的范围内）;（iii） 适用的订购文件;（iv） 适用于服务的任何产品特定条款;（v） 这些通用条款;以及（vi） 协议中剩余的任何条款或要素。

19.2 **完整协议。** 该协议构成双方关于服务的完整协议，优先于所有先前的协议、沟通和陈述，无论是书面还是口头。

19.3 **条款更新。**汤森路透可随时通过提前三十（30）天通知客户，更新本一般条款、适用的产品特定条款或包含在本一般条款中的任何附加条款（包括但不限于第三方供应商条款、DPA 和 DSA），理由是出于合法的业务、法律或技术原因（如遵守新法律、安全、功能、服务变更或发布此类条款的 URL 变更）。通知将视为通过在汤森路透网站 https://tr.com/customer-contracting-hub、服务或客户账户（如我的账户或自助门户）、续订通知或其他合理方式发布而发出。更新将在通知期结束时生效。客户在通知期结束后继续使用即视为接受，除非法律禁止。

19.4 **通知。** 除非另有说明，法律通知必须以书面形式发送，并通过快递或电子邮件发送给订购文件中的联系人（或通过通知更新），并自收到后生效。客户需负责保持联系方式的最新。汤森路透可通过产品内发布或指定网站提供运营或技术通知。

19.5 **无放弃。**任何一方未能或拖延行使协议下任何权利，均不构成放弃该权利。

19.6 **可分割性。** 如果协议中的任何条款无效或不可执行，该条款将被解释、限制、修改或必要时切断，以消除其无效性或不可执行性，协议其余条款将继续完全有效。

19.7 **解释。** 任何紧随“包括”、“包含”、“特别”、“例如”或其他类似表达的词汇，应被视为说明性词汇，不限制前置词语、描述、定义、短语或术语的意义。

19.8 **转让。** 未经对方事先书面同意（不得不合理地拒绝或延迟），任何一方不得转让协议或其下的任何权利或义务。然而，汤森路透可在未经同意或通知的情况下，将协议全部或部分转让给关联公司，或与与产品线或业务相关的全部或大部分资产的合并、收购、处置或出售相关事宜。客户可在未经同意的情况下，将协议全部或部分转让给关联公司，或与合并、收购、处分或出售其全部或大部分资产相关，前提是客户须及时书面通知汤森路透。尽管本协议另有相反规定，客户不得将协议转让给汤森路透的竞争对手。任何违反本条款第 19.8 条的转让均无效。该协议对当事人及其继任者和允许的受让人具有约束力并受益。

19.9 **独立承包商。** 双方均为独立承包商。协议不建立双方间的合伙关系、特许经营、合资企业、代理、受托人或雇佣关系。每一方均需独自承担支付所有员工薪酬及所有与雇佣相关的税款。

19.10 **第三方权利。** 根据香港《合约（第三者权利）条例》赋予第三方的任何权利均不适用，但汤森路透关联公司及第三方供应商享有汤森路透在协议下的权利和救济。协议各方可根据协议条款取消或变更协议，无需任何第三方同意。除上述规定外，其他第三方无根据协议享有任何权利或救济。

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19.11 **不可抗力。**任何一方均不对因超出其合理控制的原因导致的协议履行失败或延误承担责任，包括但不限于罢工、停工、事故、战争或恐怖行为、大流行病、流行病、民事或军事骚乱、核灾害或自然灾害，以及公用事业、通信或计算机（软硬件）服务的中断、故障或故障，包括广泛的互联网或云服务中断及恶意网络攻击（如 DDoS），但这些行为不因受影响方未能实施合理安全措施。受影响方必须通知对方并采取合理措施减轻影响。如果事件持续超过三十（30）天，任一方均可终止协议。

19.12 **存续。** 关于当事人权利和义务的条款，根据本条款内容在协议终止后仍然有效，或为执行任何权利所必需的条款，包括但不限于专有权、客户数据返还、保密、赔偿、责任限制及一般条款的条款。

19.13 **争议解决。**

(a) **友好解决。** 在发生争议时，双方同意，除非寻求禁令或其他衡平救济，否则在开始诉讼或仲裁前，应进行诚信讨论。此类讨论应持续三十（30）天，自一方向另一方提供书面通知之日起。

(b) **禁令救济。** 尽管有第 19.13（a）条和第 19.14 条，任一方在任何有管辖权的法院，除了法律允许的其他救济外，还可以随时向任何有管辖权的法院寻求禁令或其他衡平救济。

19.14 **适用法律。** 除非适用订购文件另有说明，本协议及与本协议相关的任何争议或索赔均受香港特别行政区法律管辖，但不适用冲突规则，以应对该规则需适用其他司法管辖区法律的范围。各方特此同意通过以下平台解决与协议相关的所有争议或索赔：

如果客户承包实体注册地/居住地为：	**争议解决论坛**
香港	争议应由香港法院专属管辖权提交并最终解决。
中国	争议应提交至香港国际仲裁中心（“HKIAC”）根据提交仲裁通知时生效的《香港国际仲裁中心机构仲裁规则》管理的仲裁程序进行处理并最终解决。仲裁地点应设在香港，语言为英语。

如果客户注册地 / 居住地在未在本条款 19.14 表中列出的国家，则本协议受新加坡法律管辖，但不适用冲突规则，以至于冲突规则需要适用其他司法管辖区的法律。此外，双方特此同意新加坡法院拥有专属管辖权，处理与协议相关的所有争议或索赔。

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