

Thomson Reuters Tax Professionals Europe Segment Product Specific Terms

1. APPLICABILITY

- 1.1 These Europe Segment Product Specific Terms (“Product Specific Terms”) apply when you agree use or access any of the Thomson Reuters Tax Professionals Europe products and services including but not limited to those with the brand name “Digita” and “Onvio”. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the applicable Ordering Document and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the Ordering Document and, where applicable, its affiliates.
- 1.2 These Product Specific Terms supplement the Agreement and override any similar terms within the Agreement concerning the applicable products and services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form/Ordering Document, these Product Specific Terms and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.
- 1.3 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form/Ordering Document, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. SCOPE OF YOUR LICENSE

- 2.1 Products with a Document Storage Facility. Where such a facility exists within our products/services you may store your documents in a document storage facility and allow your clients access to such documents via a client portal on the basis that (a) while the amount of data you are permitted to store is not expressly capped as of the effective date of the Agreement, you agree to limit the content and amount of data so stored to that which is reasonably necessary for you to conduct your day to day business (“Necessary Data”), and that you will provide us with any information requested by us concerning any uploads or stored blocks of data that we deem to be excessive or outside the intended use of the applicable product; (b) we reserve the right to impose a limit on the content and amount of data that you are able to store on our products/services should we determine your use surpasses what would reasonably be considered needed for Necessary Data; and (c) if at any time whilst using the document storage facility, you exceed the amount of storage space available to you that has been agreed in an Ordering Document or otherwise agreed between us we shall have the right to charge you an amount in respect of the remainder of the subscription period and thereafter at our then current excess data storage fees.
- 2.2 Products with a Client Portal. Where such a facility exists within our products or services you may allow your clients access via a client portal to documents stored within the relevant product or service on the basis that (a) your clients’ permission to access a client portal is restricted to their internal use in connection with the provision by you to them of your audit, tax or accounting services (as the case may be) and is limited to those clients only; (b) you are responsible for all acts and omissions of those clients and those employed or engaged by them as if those acts and omissions were your own; and (c) you ensure that your clients fully co-operate with us in all matters relating to the Agreement.

3. YOUR RESPONSIBILITY

Whilst we have taken measures to provide security, there is no guarantee of the security of information submitted through the internet in relation to our products and services. You are responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your and/or your clients’ network connections or telecommunications links or caused by the internet.

4. INSTALLED SOFTWARE WITH “READ ONLY” FUNCTIONALITY ONLY: POST EXPIRY/TERMINATION PROVISIONS

- 4.1 This provision shall apply on expiry or termination of the Agreement where you license software that is installed on your own or your own third party's hosting provider's systems and that software is configured to automatically switch to “read only mode” meaning the operational mode of a software product which permits access to, viewing and printing of archived data but which disables all other functionality in that product including adding new data, and the editing and deletion of archived data¹. Unless otherwise agreed by us your right to access the software is converted to a read only right and you may only continue using the software in “read only mode” in accordance with the provisions of this section.
- 4.2 Contract Expiry. Where the Agreement expires software will switch automatically to “read only mode”.
- 4.3 Termination other than due to your breach or your insolvency. Where the Agreement is terminated prior to its next renewal date by us for reasons other than your breach of the Agreement or your insolvency you will immediately cease all use of the software and we will provide you with an access code or “read only pin” to the software which puts it into “read only mode”. When you receive the read only pin you shall immediately enter it into the software in accordance with our instructions to switch the software to “read only mode” and after that you may continue using the software in “read only mode”.
- 4.4 Termination due to your breach or insolvency. Where we terminate the Agreement due to your breach of the Agreement or your insolvency all your usage rights end immediately and you shall promptly return to us all copies of the whole and any part of the software (or, if requested by us, shall destroy it and certify in writing to us that they have been destroyed).
- 4.5 Use of the software in “read only mode” after expiry or termination of this Agreement. Any use of the software in “read only mode” after either expiry or termination of this Agreement shall be subject to any of your continuing obligations in Agreement and shall be solely to enable you to use within the software the data that you have inserted into that software and/or to transfer that data in-house or to a replacement supplier. If you breach the restrictions in the Agreement, all of the rights to use the software in “read only mode” shall automatically cease and you shall promptly return to us all copies of the whole and any part of the software (or, if requested by us, shall destroy it and certify in writing to us that they have been destroyed). We shall be under no obligation to provide any support services to you once the Agreement has expired or has been terminated whether or not there is continued use in “read only mode”.

5. HOSTED PRODUCTS ONLY

Digita Virtual Office (“DVO”) hosted by Thomson Reuters. Where we agree to host your instance of DVO on our systems and it is also specified in the relevant Ordering Document that we will upload the data that you want us to host in DVO, you will provide us with a copy of all pre-existing data that you wish to include in your instance of DVO in a mutually agreed format on a date to be agreed between us in writing. Any delay by you or your representatives in providing such data may delay the “go-live” date for your instance of DVO and related services.

6. DIGITA ON-PREMISE PRODUCTS ONLY SOFTWARE PRODUCTS/SERVICES APPLICATION PROGRAMMING INTERFACE

- 6.1 This section 6 applies when you purchase a license to use the following product/service: the Application Programming Interface in respect of a Digita “on premise” Software Product/Service (“API”). For the avoidance of doubt, the API is a Product or Service (as defined in the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms)).
- 6.2 License. Subject to the terms and conditions of the Agreement, we permit you, during the term specified in the applicable Order Form/Ordering Document, to use, on a non-exclusive, revocable

basis, the API solely for the purpose of allowing Your Applications (as defined in section 6.4 below) to communicate and interoperate with the applicable Thomson Reuters on-premise Software Product/Service solely to facilitate the use of the applicable on-premise Software Product/Service expressly permitted by us. You understand that access to Thomson Reuters data, content, functions or capabilities via an API may not always provide the same functionality or experience as access via the relevant Thomson Reuters on-premise Software Product/Service. For certain APIs, we may make available to you additional connectors to allow you to integrate the API with certain technology platforms. For purposes of these terms, the definition of API includes any such connectors. For the avoidance of doubt, you may not, nor may you permit a third party to use the API in any way not expressly permitted or granted under these Product Specific Terms or the Agreement. Without limiting the foregoing, you may not, nor may you permit a third party to, use the API, including in any of Your Applications, to replicate or attempt to replace the user experience of the applicable on-premise Software Product/Service or any of our Products/Services.

- 6.3 Deployment. Following completion of the applicable ordering document, we will issue you with the files and all other information/Documentation to enable the API to be activated (“Deployment Package”). You must keep the Deployment Package secure. You may not provide access to the Deployment Package and/or the API to any third-party without our prior written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for all access to the API through your deployment of it including any third party accessing the API on your behalf.
- 6.4 Your Applications. You are solely responsible for the tools and applications with which you integrate the API (“Your Applications”). You agree that you will not, and will not permit any third party to, use the API, our data or our content to adapt, train, or develop any artificial intelligence (AI), machine learning algorithms, or any other software systems or tools.
- 6.5 Modifications. We may make available new enhancements, updates, upgrades, versions or releases of the API from time to time (collectively, “Changes”), and will use reasonable efforts to provide you with notice of such Changes and how to deploy them. You acknowledge that you are responsible for installing such Changes to maintain compatibility with and preserve the functionality of the API.
- 6.6 Suspension. We may suspend, disable or withdraw your license to the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement. We will not be responsible for any loss, damage, costs, expenses or other claims of yours or any user or any third party resulting from the suspension of your license to the API.
- 6.7 Termination. Upon termination of your access to the API, you shall delete all our data, information, and content (including but not limited to the API and the Deployment Package) from your systems within thirty (30) days of the termination and destroy any hard copies.
- 6.8 Disclaimer of Warranties. We will not be liable for any inability to access the API, including any warranty that the API will be compatible with any of your or any third-party’s software, system or other service, including Your Applications. All API access is your responsibility, and you acknowledge that the API is provided on an “as is” basis without warranties of any kind. If you do not adhere to the API documentation we provide to you, we cannot guarantee the API will function as intended or expected. We disclaim any liability of any kind arising from or relating to Your Applications.**