



3E Cloud Service Cloud Care Service Level Agreement

This Exhibit sets forth the operational standards, support, and response standards provided by Thomson Reuters to Customer for the 3E Cloud Service during the term for Customers who have subscribed for the Cloud Care Service. Thomson Reuters may modify this Service Level Agreement only by giving Customer at least 30 days' prior written notice. Notwithstanding anything to the contrary contained in the Agreement, if Thomson Reuters makes any change to the Service Level Agreement that affects Customer in a material and adverse manner, Customer may terminate the 3E Cloud Service within 30 days after the date Customer is notified in writing of such change.

The obligations set forth in Section 1 and 2 of this Service Level Agreement shall apply to the 3E Cloud Service and Supported Customizations. "Supported Customizations" are (i) any Customizations to the 3E Cloud Service included at initial 3E Cloud Service Live Operation, and (ii) any future Customizations the parties agree will be supported pursuant to the terms of this Service Level Agreement as reflected in an order form, addendum or amendment. Customer understands additional fees may be required to include future Customizations as Supported Customizations.

1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

1.1 Availability. Thomson Reuters will use commercially reasonable efforts to make the 3E Cloud Service available for Customer's use at least 99.9% of the time during each month except for time the 3E Cloud Service is not available due to: (i) Thomson Reuters' Scheduled Maintenance described in Section 1.2 of this Service Level Agreement, (ii) failure, interruption, outage, or other problem with any infrastructure not supplied by Thomson Reuters, including, hardware, software, system, network, facility, or other component, (iii) failure of internet connectivity, (iv) any force majeure event, (v) suspension or termination of the 3E Cloud Services pursuant to the Agreement, (vi) misuse of, or unauthorized change to the 3E Cloud Service by Customer, any of its users, employees, vendors, contractors or agents (each a "Customer User"), or any third party using the credentials of any Customer User, or (vii) failure of any Customer User to modify use after notification by Thomson Reuters to Customer to modify use of the 3E Cloud Service (the "Availability Requirement").

For purposes of the Availability Requirement, the 3E Cloud Service shall be considered available unless: (i) the login page is generally unavailable, or (ii) if users can login but the majority of the material functionality of 3E Cloud Service is not functioning for all users who have access to such functionality. The Availability Requirement only applies to the live production environment, it does not apply to non-production environments, including but not limited to preview, or disaster recovery.

1.2 Scheduled Maintenance.

The 3E Cloud Service is made up of the following components:

"3E Core" - The main business operations management solution (which includes Billing, Collections, Accounts Payable, General Ledger, Conflicts, and Records features)

"Other than Core" – The 3E Cloud products, components, and add-on subscriptions other than 3E Core.

The 3E Cloud Service has the following release types:

"Feature Release" - new feature enhancements, new defect fixes, and a rollup of previous releases and relevant hot fixes. May also include related architecture and technology changes.

"Hotfix Release" - urgent fixes and updates for issues that materially affect daily operations, need prompt resolution and have not yet been included in a Feature Release. Usually includes a rollup of relevant previous hot fixes. May also include related architecture and technology changes.

"Scheduled Maintenance" is maintenance related to: (i) the provisioning or removal of all or a portion of the 3E Cloud Service as the result of changes in the Customers' SaaS subscriptions, and (ii) Feature Releases for 3E Core and Other than Core, in the 3E Cloud Service production environment. Scheduled Maintenance will cause all or a portion of 3E Core or Other than Core to be unavailable. Scheduled Maintenance will be performed within the timeframes noted below:

3E Core Scheduled Maintenance:

- For customers located in the US and Canada: Friday 9:00 PM to Monday 5:00 AM Pacific Time
- For customers located in Australia or New Zealand: Friday 9:00 PM to Monday 5:00 AM Australian Eastern
- For customers located in the UK and Europe: Friday 9:00 PM to Monday 5:00 AM GMT/BST



Other than Core Scheduled Maintenance:

- For customers located in the US and Canada: Every day from 9:00 pm to 5:00 am Pacific Time
- For customers located in Australia or New Zealand: Every day from 9:00 pm to 5:00 am Australian Eastern
- For customers located in the UK and Europe: Every day from 9:00 pm to 5:00 am GMT/BST

Thomson Reuters shall provide Customer notice of Scheduled Maintenance.

Thomson Reuters will not schedule 3E Core Scheduled Maintenance during month-end (5 days before and 5 days after month-end), calendar year-end (2 weeks before and 4 weeks following calendar year-end), or Customer’s fiscal year-end (2 weeks before and 4 weeks following fiscal year-end). These black-out periods do not apply to Other than Core Scheduled Maintenance. Customer is responsible for notifying Elite support of its fiscal year-end and any changes thereto. Elite will assume a calendar year-end unless Customer has notified Elite support otherwise.

1.3 Unscheduled Maintenance. “Unscheduled Maintenance” is maintenance related to: (i) Hotfix Releases, and (ii) architecture and technology updates that are not related to a Feature Release, in the 3E Cloud Service production environment. Unscheduled Maintenance may cause all or a portion of 3E Core or Other than Core to be unavailable.

Thomson Reuters shall provide Customer prior notice of Unscheduled Maintenance if Unscheduled Maintenance is expected to have a material impact on Customer’s use of the 3E Cloud Service.

2. SUPPORT

Customers can create a support service request through the Thomson Reuters Customer Portal at <https://customerportal.elite.com> or by contacting your regional support team. Each service request is routed to a support analyst. Support is available 24 hours a day, 7 days a week.

2.1 Customer Support

- Service requests are assigned to the appropriate support analyst.
- Support will make every effort to attempt to resolve the service request in a timely manner. Resolutions may include: product education, referral to product documentation, assistance with resolving error messages and basic data issues.

2.2 Support Escalation

If the service request cannot be resolved by the assigned analyst initially, it will be referred to a more senior support analyst on the topic being addressed. An open action item will appear on the service request that is assigned to the appropriate support queue or referred directly to the senior analyst. If the service request cannot be resolved by the senior support analyst or the problem is determined to be an issue (i.e., bug or enhancement request), the service request is referred/assigned to the appropriate development team.

- The support team will continue to act as a liaison between the development team and the Customer for addressing and resolving any issues that are escalated.
- After the problem has been escalated, the service request will be prioritized based on the urgency of the service request; prioritization will be set during weekly meetings held with the development team.

3. RESPONSE STANDARDS

3.1 Support Response Times. Thomson Reuters will respond to requests for support as provided below:

<i>Severity Level</i>	<i>Initial Response Time for North America, ANZ and EMEA (for all other regions, as soon as an analyst is available)</i>	<i>Support Obligation</i>
Urgent – System Down (A crisis impacts the customer's ability to conduct business and no procedural workaround exists. The system or application may be down.)	Within 1 hour of initial notification. Thomson Reuters recommends that Customer call the toll free number to speak directly with a support analyst rather than opening the case via the Customer Portal	Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved



High (A high impact problem indicates significant business impact to the customer. The program is usable but is severely limited.)	Within 2 hours of initial notification.	Reasonable efforts to correct the reported error
Default/Normal (A moderate impact problem or default support involves partial, non-critical functionality loss or a reasonable workaround to the problem has been provided. A "fix" may be provided in a future release.)	Within 2 hours of initial notification.	Thomson Reuters shall provide a substantive response or additional questions that Thomson Reuters needs answered prior to proceeding. If the problem results in the identification of a system bug or error in the 3E Cloud Service, the issue shall be escalated to the appropriate Thomson Reuters department with reasonable efforts to correct the reported error as appropriate
Low (A low impact problem is a "how to" or an advisory question.)	Within 1 business day of initial notification by Customer	A reasonable response or direction will be provided for training or additional documentation (e.g. link to knowledge base or online training courses)

3.2 Limitations. Thomson Reuters' obligations to address problems and correct errors shall be limited to issues that affect Customer's ability to utilize the 3E Cloud Service according to the user documentation provided by Thomson Reuters to Customer. Except as may be set forth in the Agreement, the support services do not include: (i) visits to Customer's site, or (ii) any services for any third party equipment or software. In addition, Thomson Reuters has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by Thomson Reuters. Thomson Reuters is not required to provide support to the extent that the problem is caused by Customer's failure to adhere to instructions, or events beyond the reasonable control of Thomson Reuters. Thomson Reuters does not provide support or upgrades for any integrations developed by Thomson Reuters as part of implementation or development services provided to Customer.

4. UPDATES

Updates for the 3E Cloud Service will be provided during the term at no additional charge. The Updates will be deemed part of 3E Cloud Service. "Updates" shall mean any periodic software releases which may be provided to Customer as part of support services including enhancements and/or problem corrections and any release notes. Updates of the most recent versions will be applied at Thomson Reuters' discretion on a periodic basis.

5. TRAINING & SUPPORT MATERIALS

Various reference materials are available in electronic format via the online help pages available for the 3E Cloud Service and via the Thomson Reuters Knowledge Base (accessible via the Thomson Reuters Customer Portal website). In addition, Thomson Reuters may provide various training sessions for Customer's internal users.