

# CUSTOMER AGREEMENT

## CUSTOMER AGREEMENT

### 1. Scope of Agreement.

Elite and Customer intend that this Agreement shall operate as a master agreement and, except to the extent expressly provided otherwise, this Agreement shall govern the provision of all products and services by Elite to Customer during the term of this Agreement. Elite and Customer may from time to time enter into addenda (with main Fees Schedules attached) to this Agreement to add products and services as well as any other applicable terms and provisions.

This Agreement includes the following schedules, exhibits, annexes and addenda which are attached hereto and incorporated herein by this reference:

- Software and Fees Schedule ("Fees Schedule")
- Maintenance Addendum
- Service Level Agreement
- Exhibit A – Notice Contacts

Except for the provisions of this Agreement regarding payment of Fees and expenses, the term "Customer" as used herein shall include the Customer together with its Affiliates, and Customer hereby represents and warrants that it has authority to bind the Affiliates to such provisions.

### 2. Definitions.

2.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any entity that is directly or indirectly controlling, controlled by or under common control of a party; provided, however, that with respect to Customer, an Affiliate may not include an Elite Competitor.

"Annual Maintenance Charge" shall have the meaning set forth in Section 3.2 of the Maintenance Addendum.

"Confidential Information" shall mean information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of this Agreement, but excluding the information listed in Section 5.2. For the avoidance of doubt, Elite's Confidential Information shall include the Software, Documentation and Elite Data.

"Customer Materials" shall mean data, information, software, or other materials provided to Elite by or on behalf of Customer, which Elite is required to use, access, convert, configure, modify or host in connection with this Agreement.

"Customer Personal Data" shall mean the Personally Identifiable Information made available by, or on behalf of, Customer and accessed or processed by Elite in connection with this Agreement.

"Customizations" shall mean customizations, configurations or other modifications made in or to the application layer of the Software by Elite or its subcontractors as a result of Professional Services.

"Data Protection Legislation" shall mean legislation relating to an individual's right to privacy with respect to the processing of PII which is applicable to a party from time to time.

"Disclosing Party" shall mean a party who discloses Confidential Information, and a party's Affiliates who disclose Confidential Information.

"Documentation" shall mean the documentation (provided in electronic form with the Software) that sets out the operating descriptions for the Software and provides instructions for end users on use of the Software. The Documentation does not include any representation, warranty or condition made by a representative of Elite which is in addition to or inconsistent with the Documentation.

"Elite Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the Elite Software implemented by Customer.

"Elite Data" shall mean any information, data or other content of Elite or its Affiliates or their third party licensors made available to Customer through the Software.

"Excluded Item" shall have the meaning set forth in Section 7.2.

"Fees" shall mean License Fees, Service Fees, Subscription Fees and Annual Maintenance Charges.

"Initial Term" shall have the meaning set forth in Section 10.1.1.

"Installation" shall mean the installation of the unmodified Software by Elite in Customer's environment following Customer's verification that the environment conforms to the PSR and prior to any customization or configuration of the Software.

"Intellectual Property Rights" shall mean database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

"License Fees" shall mean the fees for the Software set forth in the Fees Schedule.

"Live Operation" shall mean the first date when Customer commences production use of any of the Elite Software.

"Named User" shall mean an individual employee of Customer authorized by Customer to use the Software, regardless of whether the individual is actively using the Software at any

## CUSTOMER AGREEMENT

given time. The Fees Schedule will set forth the number of Named Users allowed and each Named User must be registered with Elite and have a unique log-in.

“Personally Identifiable Information” or “PII” shall mean personal data (as such term is defined in Data Protection Legislation) accessed or processed in connection with this Agreement.

“Production Server” shall mean the server(s) on which the production instance of the Software operates.

“Professional Services” shall mean the implementation, conversion, training or other services to be provided by Elite or its subcontractor under this Agreement. For the avoidance of doubt, Professional Services shall not include Maintenance Services.

“Project Documents” shall mean a project plan, statement of work, change order or addendum executed by the parties that describes Professional Services to be performed hereunder.

“PSR” shall mean the current Product System Requirements document applicable to the version of the Elite Software in use by Customer.

“Receiving Party” shall mean a party, or a party’s Affiliates, who receives Confidential Information from the Disclosing Party.

“Service Fees” shall mean the fees payable to Elite for Professional Services.

“Software” shall mean the software listed in the Fees Schedule. The Software consists of software owned by Elite (“Elite Software”). If indicated on the Fees Schedule, the Software also includes software that is owned by third parties that is sublicensed by Elite to Customer pursuant to this Agreement under rights granted by third parties to Elite (“Third Party Software”). Software includes Subscription Software, which Subscription Software may be either Elite Software or Third Party Software as indicated in the Fees Schedule. For the avoidance of doubt, Software shall not include any software as a service provided by Elite.

“Subscription Fees” shall mean the fees for the Subscription Software set forth in the Fees Schedule.

“Subscription Software” shall mean the software listed under the Subscription Software section of the Fees Schedule.

“Subscription Term” shall be as defined in Section 10.1.1.

“Timekeeper” shall mean any person whose time is entered into the database accessed by the Software and who enters time of at least ten (10) hours per month on an annualised basis.

A “User” or “Seat” is defined as an active log-in or concurrent active log-in or concurrent user of the Software. References in this Agreement to “User(s)” shall include “Seat(s)”.

“Warranty Period” shall mean the ninety (90) day period following Live Operation (or such longer period as may be set forth in the Fees Schedule), except that with respect to Subscription Software only, the Warranty Period shall begin on the first day of the Initial Term.

“Written Deliverables” shall mean technical specifications, design documents, and any other documents provided by Elite or subcontractors as a result of Professional Services.

### 3. Fees and Payment.

3.1 Fees. The Software, Professional Services and Maintenance Services are listed in the Fees Schedule attached hereto. Customer agrees to pay Elite the Fees set forth in the Fees Schedule as provided in this Agreement.

3.2 Payment of Fees. All invoices are due thirty (30) days from date of receipt of invoice. In the event that Customer in good faith disputes all or any portion of any invoice that Elite submits to Customer, Customer may withhold such amount but, in such case, shall notify Elite in writing of the amount disputed and its reason for disputing such amount within thirty (30) days of receipt of an invoice and shall immediately pay any amount which is undisputed. Elite may withhold, suspend and/or delay delivery of Software, Professional Services or Maintenance Services upon prior notice if Customer fails to comply with this Section 3.1. Invoices may be delivered by electronic mail or other electronic means to Customer and Customer hereby consents to such delivery.

3.3 Payment of Taxes. The Fees are exclusive of taxes, and Customer will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT), or other taxes but excluding income taxes imposed on Elite). Customer will provide to Eserviceelite written evidence of any withholding tax paid by Customer or any tax exemption on which Customer wishes to rely. If Customer is obliged to withhold or deduct any portion of the Fees, then Elite shall be entitled to receive from Customer such amounts as will ensure that the net receipt, after tax and duties, to Elite in respect of the Fees is the same as it would have been were the payment not subject to the tax or duties.

3.4 Reimbursement of Expenses. All reimbursable costs consisting of but not limited to reasonable travel, accommodation and related incidental expenses are the responsibility of Customer and will be invoiced monthly and due thirty (30) days from date of issuance of invoice; provided, however, that any individual expense item that exceeds \$500 shall be subject to Customer’s prior approval, not to be unreasonably withheld or delayed. Elite will provide copies of receipts for expenses that exceed (USA) \$50.00 upon request of Customer.

### 4. License.

4.1 Grant of License and Delivery.

## CUSTOMER AGREEMENT

4.1.1 Grant of License – Software. In consideration of the applicable License Fees payable hereunder, Elite hereby grants to Customer, and Customer hereby accepts from Elite, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable (except as provided in Section 13.7) right and license to use object code copies of the Software (including the Documentation), which Software Elite shall deliver to Customer. For purposes of this Section 4.1.1 only, Software shall not include Subscription Software.

4.1.2 Grant of License – Subscription Software. In consideration of the applicable Subscription Fees payable hereunder, Elite hereby grants to Customer, and Customer hereby accepts from Elite, subject to the terms and conditions of the Agreement, a nonexclusive, nontransferable (except as provided in Section 13.7) right and license to use object code copies of the Subscription Software (including its Documentation) solely during the applicable Subscription Term, which Subscription Software Elite shall deliver to Customer. The foregoing license shall end upon expiration or termination of the applicable Subscription Term.

4.1.3 Elite Data. In the event that Elite makes available to Customer any Elite Data, Customer may access and read such Elite Data solely within the Software during the applicable license term of the Software and solely for Customer's internal business purposes.

4.1.4. Elite may make available to Customer an open API to achieve interoperability between the Software and any other software applications or technology, which Customer may use where applicable, subject to Elite's then current fees (if any) for such APIs.

### 4.2 Restrictions on Use.

4.2.1 If a total number of Timekeepers or Users is indicated in the Fees Schedule for the Software, then the Software may not be used by Customer to process information for more than such specified number of Timekeepers or Users, as applicable. If the Fees Schedule indicates that the Software is licensed on a Named User basis, then the license granted herein is limited to use by the Named Users. Concurrent usage or sharing of a Named User log-in by multiple users is not permitted and Customer is responsible for ensuring that the Named Users are maintained for the Software and that all actual users are licensed Named Users. However, Customer can transfer a log-in from one Named User to another Named User by notifying Elite of the new Named User.

4.2.2 Customer may not use the Software to provide data management or processing services for third parties nor allow third parties to use the Software except that, subject to Section 4.2.1, Customer may allow use of the Software by subcontractors and other third-parties authorized by it to use the Software to the extent necessary for such third party's provision of services to Customer if such third party executes a confidentiality agreement with Customer or Elite which prohibits such third party from disclosing the Software or using it for any other purpose; provided, that such third party may not include any Elite Competitor. Customer shall not transfer,

sublicense or otherwise assign its rights in the Software to any third party except pursuant to an assignment of this Agreement pursuant to Section 13.7.

4.2.3 Software may not be copied, duplicated or otherwise reproduced, in whole or in part, except that Customer may make copies for back-up purposes as necessary. Customer may reproduce the Documentation for internal use only. Customer shall reproduce and include the copyright notice indicating Elite's, or the respective third party's, ownership on any copy or portion of the Software or Documentation.

4.2.4 Customer shall not attempt, by decompilation, reverse-engineering, disassembly, or any other method, to create or derive the source programs or any part thereof from the object program or from other information made available under this Agreement.

4.2.5 Customer may not use the Elite Data outside of the Software except that Customer may output the Elite Data in reports created via the Software. Notwithstanding the foregoing, in no event may Customer integrate the Elite Data into Customer's proprietary systems or other applications, including any other applications licensed from Thomson Reuters, or download, store or use the Elite Data in an archival database or other searchable database. In addition, Customer shall not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, upload or otherwise use the Elite Data, or any portion of the Elite Data, in any form or by any means, except as expressly provided herein. Customer shall not sell, license or distribute Elite Data to third parties (other than in connection with a transfer of the Software in accordance with Section 13.7) or use Elite Data as a component of or as a basis for any material offered for sale, license or distribution.

4.2.6 Export Control and Sanctions. In the event that Customer exports or re-exports the Software, Customer will be responsible for complying with all applicable export and import laws, rules and regulations. Customer will not obtain, retain, use, transfer, provide or allow access to the Software to any Affiliate or third party or end user in a manner that may breach any applicable economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Customer warrants that neither it nor any Affiliate to which Customer provides or allows access to the Software is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Thomson Reuters, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

### 5. Confidentiality.

5.1 Non-disclosure. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose any part of it to any third party except to its Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "Representatives") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal

## CUSTOMER AGREEMENT

privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement; provided, however, that in no event may Customer's Representatives include an Elite Competitor. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

5.2 Exceptions. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent. In addition, ideas, concepts, know-how or techniques relating to the installation, configuration, implementation, customization, enhancement, modification or improvement of the Software will be deemed Elite Confidential Information.

### 6. Professional Services.

6.1 Description of Professional Services. Any Professional Services to be provided by Elite to Customer are set forth in the Fees Schedule. A detailed breakdown of those services may be set forth in a separate Project Document. Elite has no obligation to provide Professional Services except as specifically set forth in this Agreement or a Project Document.

6.2 Customer Obligations. When Elite performs any Professional Services at Customer's facility, Customer shall be responsible for providing a safe and appropriate work space and access to all equipment, materials and related resources that may be reasonably required by Elite for timely performance of its obligations under this Agreement. Customer will make remote access to the Software available, using the current Elite approved remote access method(s), in order to allow Elite to provide Professional Services hereunder. Customer shall provide to Elite, in a timely manner, any information, assistance, review, feedback or approvals that are the responsibility of Customer.

6.3 Project Managers. Each party shall inform the other of the individual appointed to serve as its project manager ("**Project Manager**"). The Project Managers shall serve as the primary contact for the Professional Services to be provided hereunder. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party's respective obligations under this Agreement. Customer acknowledges that a change of Project Managers by Customer may result in delays in the Professional Services.

6.4 Customizations and Written Deliverables shall be deemed incorporated into the Elite Software for the purposes of the provisions of the Agreement regarding intellectual property ownership, license, restrictions on use, confidentiality and infringement indemnification but not for purposes of Maintenance Services.

6.5 Non-solicitation of Employees. Customer agrees that during the term applying to Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of Elite, directly or indirectly employ or engage or solicit for employment or engagement any employee of Elite; provided that Customer shall not be in breach of this Section 6.5 if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.

6.6 Elite will provide the Professional Services in accordance with applicable laws and regulations. In providing Professional Services on Customer's premises, Elite will comply with Customer's reasonable security, health and safety, and confidentiality procedures that are provided to Elite in advance in writing.

### 7. Warranties and Remedies.

7.1 Software Warranty. Elite warrants that during the Warranty Period, the Software will substantially conform to the Documentation when operated in the environment specified by Elite in the PSR.

7.1.1 Professional Services Warranty. Elite warrants that (i) it will provide the Professional Services set forth in this Agreement or a Project Document hereunder consistent with industry standards and in accordance with this Agreement or the applicable Project Document, and (ii) that any Customizations provided hereunder will conform in all material respects to the specifications for such Customizations contained in this Agreement or identified in a Project Document for a period of ninety (90) days following the first date of production use of such Customizations.

7.2 Exclusions. Elite will not be responsible to the extent that the Software or Customizations fail to operate as warranted nor for any other breach or non-performance hereof due directly or indirectly to one or more of the following "Excluded Items:" (1) the failure of software not provided by Elite (for example, operating system software) to perform in accordance with its specifications, (2) failure of hardware to perform in accordance with its specifications, (3) Customer's negligence or fault, (4) Customer's failure to follow the instructions set forth in the Documentation (5) Customer's failure to comply with the PSR, (6) material changes in the operating environment not authorized by Elite, (7) modifications to or changes in the Software not made by Elite, including without limitation those made by Customer using tools provided by Elite, (8) failure of services provided by a third party engaged by Customer, or (9) Customer's failure to implement, maintain and validate a proper and adequate backup and recovery system for the Elite database or user files. It is Customer's responsibility to

## CUSTOMER AGREEMENT

implement, maintain and validate a proper and adequate backup and recovery system. If a reported failure or breach is caused by an Excluded Item, Elite reserves the right to charge Customer for its work in investigating such failure or breach. Customer may thereafter engage Elite at its discretion to assist Customer in resolving such failure or breach on a time and materials basis.

**7.3 THE LIMITED WARRANTIES IN SECTIONS 7.1 AND 8.1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ELITE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.**

**7.4 Remedies.** Customer shall have the following remedies:

**7.4.1 Services Warranty Remedy.** To the extent permitted by law and subject to Section 7.2, Customer's sole remedy for Elite's material breach of Section 7.1.1 or its Professional Services obligations under this Agreement or a Project Document will be to have Elite reperform the defective services and correct the defective Customizations so that they conform to the warranties provided herein. If Elite is unable after a reasonable time to provide conforming services or Customizations, and the Professional Services or Customizations relate to the initial implementation of the Software, Customer may terminate the Agreement pursuant to this Section 7.4 if such defective Professional Services or Customizations cause the Software to fail to conform to the warranties provided in Section 7.1.

**7.4.2 Software Warranty Remedy.** Subject to Section 7.2, in the event that Elite materially breaches Section 7.1.1 or its Software obligations under this Agreement prior to or during the Warranty Period, Customer may terminate this Agreement as provided in this Section 7.4.2. No termination shall occur unless Customer has given written notice in accordance with Section 13.3 hereof to Elite specifying the breach in reasonable detail, and Elite fails to cure the breach, or to submit, to Customer's reasonable satisfaction, a plan for cure, within ninety (90) days of receipt of such notice. Upon such termination, Elite shall provide a refund as provided in Section 7.4.3.

**7.4.3 Refund Upon Termination.** Upon termination by Customer pursuant to this Section 7.4, Elite will refund to Customer all License Fees received by Elite as of the date of termination upon Customer's compliance with Section 10.5.

**7.4.4 Refund Upon Termination – Subscription Software.** Upon termination by Customer pursuant to this Section 7.4, Customer will receive a refund of the Subscription Fees paid upon Customer's compliance with Section 10.5.

**7.5 Exclusive Remedies.** The remedies in this Section 7.4 are Customer's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Elite for damages arising out of, relating to, or in connection with Elite's breach of the warranties set forth in this Section 7 or performance of the Software or Professional Services under this Agreement or a Project Document.

### **8. Indemnification.**

**8.1 Infringement Claims.** Elite represents and warrants that it has sufficient right and interest to grant the rights herein. At its sole expense, Elite shall defend, indemnify and hold Customer harmless from any third party claim that the Software in the form delivered by Elite infringes the Intellectual Property Rights of a third party, including paying any judgment, attorney fees, costs and expenses associated with such claim, except if the claim results from: (a) the combination of all or part of the Software with other products or technology not supplied by Elite; (b) modification of all or part of the Software other than by Elite or its subcontractors; (c) use of a version of the Software after Elite has notified Customer of a requirement to use a subsequent version; or (d) Customer's breach of this Agreement.

**8.2** Without limiting its obligations under Section 8.1, in the event a claim of infringement or misappropriation is made against Elite or Customer with respect to the Software, Elite, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

- (i) substitute fully equivalent non-infringing software; or
- (ii) modify such Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Customer or Elite is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, Elite will take one or both of the actions set forth in (i) and (ii) above or will obtain for Customer at Elite's expense the right to continue to use the Software. If none of these options can be accomplished in a reasonable time or are not commercially reasonable, Elite will refund to Customer the License Fees paid as amortized over a sixty (60) month period from Live Operation upon return of the Software, and, with respect to Subscription Software, Elite will refund the unused prepaid portion of the Subscription Fees, if any, upon return of the Subscription Software.

**8.3** Elite's obligation to indemnify Customer pursuant to this Section 8 is contingent upon Elite being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Customer shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Customer shall not settle any such claim or action without Elite's prior written consent.

**8.4** This Section 8 contains the entire warranty by Elite and the exclusive remedies of Customer with regard to any claimed infringement arising out of or based upon the Software.

## CUSTOMER AGREEMENT

### 9. Limitation of Liability and Exclusion of Consequential or Incidental Damages.

9.1 **Unlimited Liability.** The limits on liability in Section 9.2 and Section 6.3 of the Maintenance Addendum do not apply to: (a) a party's fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) Elite's indemnification obligations under Section 8.1, (d) Elite's infringement of Customer's Intellectual Property Rights in the Customer Materials, (e) Customer's infringement of the Software, Documentation or Elite Data, or (f) Customer's liability to pay the Fees and any amounts Elite would have charged for use of the Software beyond the usage restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law. In addition, Section 9.2 shall not apply to liability arising out of or relating to the Maintenance Addendum, which includes a separate liability cap.

9.2 **Liability Cap.** Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort including negligence or otherwise) arising out of or in connection with the Agreement will not exceed the License Fees and/or Services Fees paid by Customer to Elite for the applicable Software and/or Professional Services which forms the basis for the claim(s); provided, however, that with respect to liability arising out of or relating to an amendment or addendum under this Agreement entered after the Effective Date, such liability shall not exceed the fees paid pursuant to such amendment or addendum. For the purposes of this Section 9.2 only, "License Fees" shall include any Subscription Fees paid in the one year period preceding the claim.

9.3 **Exclusion of Certain Damages.** Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential damages arising out of or in connection with the Agreement; (b) loss of data (except that to the extent caused by Elite, Elite shall be liable to restore Customer's data from any back-ups made available to Elite by Customer); or (c) loss of profits (except with respect to the Fees); even if such damages or losses in (a)-(c) could have been foreseen or prevented.

### 10. Term and Termination.

10.1 This Agreement is effective from the Effective Date and continues until terminated as provided herein. Termination of the Maintenance Addendum and/or a Subscription Term by either party shall not terminate this Agreement.

10.1.1 **Subscription Term.** The initial subscription term for the Subscription Software shall commence on the date specified in the Fees Schedule (and if no date is specified, on the Effective Date) and shall continue for the period indicated in the Fees Schedule (the "**Initial Term**"). The subscription shall thereafter automatically renew for successive one (1) year terms unless either party gives notice of termination no later than thirty (30) days prior to the end of the then-existing term (the "**Renewal Term**"). The Initial Term together with any Renewal Term(s)

shall be the "**Subscription Term.**" Elite reserves the right to increase the Subscription Fees for Renewal Terms.

10.2 Either party may terminate this Agreement in the event of the other party's material breach if such breach has not been cured within ninety (90) days following written notice from the non-breaching party.

10.3 In addition, Customer may terminate this Agreement for convenience at any time on thirty (30) days notice, provided, however, in such event, to the extent that the License Fees, and the Subscription Fees for the then-current Subscription Term, have not been paid in full, such fees become due in full upon such termination and Customer will also pay for all Professional Services rendered up to the effective date of such termination.

10.4 Elite may, with notice, terminate a product or service in whole or in part, or modify it or the terms on which it is provided, if all or part of that product or service: (a) depends on an agreement between Elite or an Affiliate of Elite and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; (c) becomes subject to a claim or potential claim that it infringes or violates the Intellectual Property Rights of any third party; or (d) is no longer made available generally to Elite's customers. Elite will endeavor to provide Customer with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party.

10.5 Upon the termination of this Agreement for any reason, Customer's license and right to use the Software or any part thereof shall end immediately unless the applicable License Fees have been paid in full (and are not subject to refund hereunder) and Customer shall return to Elite the Software and any other documents, manuals, data, information or materials furnished by Elite, as well as any copies thereof and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium, including but not limited to memory, disk packs, tape, and other peripheral devices, and document in writing such destruction. Upon termination of the Subscription Term, if any, Customer's license and right to use the Subscription Software or any part thereof shall end immediately and Customer shall return to Elite the Subscription Software and any related materials and destroy any embodiments of such materials.

### 11. Intellectual Property.

11.1 Customer acknowledges that the Software, Documentation and Elite Data constitute a valuable proprietary product and trade secret of Thomson Reuters embodying substantial creative efforts and confidential information, ideas, and expressions. As such, title to the Software, Documentation and Elite Data and any copies, modifications, alterations or derivative works thereof, and title to any existing or future Intellectual Proprietary Rights embodied therein shall vest and/or remain exclusively with Elite and the third party owners

## CUSTOMER AGREEMENT

thereof. Customer acknowledges that there is no transfer of title or ownership of the Software, Documentation or Elite Data to Customer and all rights not expressly granted in this Agreement are reserved by Elite. Customer will not remove or conceal any proprietary rights notice in the Software or Documentation, and will include such notices on any copy it is permitted to make.

**11.2 Customer Materials and Feedback.** Elite acknowledges that, as between the parties, all Intellectual Property Rights in the Customer Materials are owned by Customer or licensors to Customer. Elite may collect and use (but not disclose) information related to Customer's use of the Software or Professional Services for customer and technical support, to monitor performance quality, Customer pricing and feature usage, for regulatory and third party compliance purposes, to monitor compliance with the terms of this Agreement, and to recommend additional products or services. Additionally, Elite may collect, use and disclose information related to Customer for other purposes, such as to test, develop, improve and enhance its products and services or to provide aggregated information across all customers using the Software, so long as such information is not identifiable to Customer or any individual. If Customer provides Elite with any feedback on Elite products and services, Customer grants Elite and its Affiliates the right to use it to develop its services and products and to create and own derivative works based on such feedback.

### 12. Data Privacy.

**12.1 Data Protection Legislation.** Each party will at all times comply with Data Protection Legislation in respect of its processing of Personally Identifiable Information.

**12.2 Customer-Provided Data.** Customer confirms that any Customer Personal Data has been collected and disclosed in accordance with Data Protection Legislation. When using the Software or providing Customer Materials to Elite or its Affiliates, Customer shall not input, upload, maintain or disclose any irrelevant or unnecessary information about individuals.

**12.3 Cooperation.** The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personally Identifiable Information.

**12.4 Protective Measures.** Each party will maintain, and will require all third party data processors each such party engages to maintain, appropriate physical, technical and organizational measures to protect Personally Identifiable Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access.

**12.5 Local Law Requirements.** If in respect of its processing of Personally Identifiable Information Customer or Elite is required by Data Protection Legislation to include privacy terms with the other party, additional data privacy

terms shall be notified to Customer by Elite from time to time. The parties acknowledge and agree that these additional data privacy terms shall apply in addition to this Section 12 and form an Annex to this Agreement and/or are set out at [www.tr.com/privacy-information](http://www.tr.com/privacy-information) in relation to the General Data Protection Regulation (2016/679). In such circumstances, any reference to Section 12 in this Agreement shall be construed to include such additional data privacy terms.

### 13. Miscellaneous.

**13.1 Waivers and Limitation of Actions.** No delay or omission in the exercise of any power or remedy available hereunder shall impair or affect either party's right to the exercise thereof. No action, regardless of form, arising out of the transactions contemplated herein may be brought by either party more than one (1) year after the cause of action has accrued. For the purpose of this Section 13.1, an action by Elite for monies due from Customer shall accrue on the last date of supply of services or products by Elite hereunder.

**13.2 Force Majeure.** If either party shall be delayed in its performance of any obligation hereunder or be prevented entirely from performing any such obligation due to causes or events beyond its control, including without limitation any act of God, terrorism, fire, strike or other labor problem, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non-performance. If such circumstances prevent or delay such party from being able to perform its material obligations under this Agreement for more than 30 days, the affected party may terminate this Agreement upon notice to the other party.

**13.3 Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the addresses indicated above (or at such other addresses as shall be given in writing by either of the parties to the other).

All notices will be routed to the appropriate persons as listed on Exhibit A – Notice Contacts.

**13.4 Invalid Provision.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

**13.5 Governing Law.** The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the State of New York's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the federal and

## CUSTOMER AGREEMENT

state courts of the State of New York to settle all disputes or claims arising out of or in connection with the Agreement. This Agreement shall not be governed by or construed by the United Nations Convention on Contracts for the International Sale of Goods.

13.6 Dispute Resolution. The following procedures will be adhered to in all disputes arising under this Agreement, provided, however, that nothing in this Section 13.6 shall limit either party's right to seek equitable relief for breach by the other party of Sections 4 or 5 hereof:

13.6.1 Informal Resolution Procedure. The aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. The designated representatives of each party ("Designated Representatives") shall meet in person or by telephone within five (5) business days of the date of the written notification to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. If the Designated Representatives are unable to agree on corrective action, Customer's senior partner or executive and Elite's managing director shall meet in person or by telephone to facilitate an agreement. If the parties cannot resolve the dispute or agree upon a written plan of corrective action to do so within fifteen (15) business days of the initial written notification, or if the agreed-upon completion dates in a written plan of corrective action are exceeded, the parties will submit the matter to arbitration as provided below.

13.6.2 Arbitration. The parties shall submit any dispute arising under or relating to this Agreement, including but not limited to the formation of this Agreement or the breach thereof of the Software or Services provided or to be provided hereunder, that the parties cannot resolve by the procedure set forth in Section 13.6.1 to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association. Any arbitration shall take place in Los Angeles before one arbitrator who shall be experienced in the subject matter of the dispute. The arbitrator shall have no authority to award punitive damages or to treble or otherwise multiply actual damages. Judgment upon any award made in such an arbitration may be entered and enforced in any court of competent jurisdiction.

13.7 Assignment. This Agreement, and the rights granted to Customer by this Agreement or any duty or obligation of performance hereunder, may not be assigned, sublicensed, or otherwise transferred by Customer, either voluntarily or by operation of law, except upon compliance with all of the following conditions: (a) assignment is made to a single transferee which is a successor to Customer by merger, acquisition or dissolution (the "Transferee"), (b) the License Fee and Service Fees have been fully paid to Elite, (c) Customer transfers all copies of the Software and Documentation to the Transferee or destroys any copies not transferred, including any copies embodying modifications or alterations made by Customer, (d) Transferee agrees in writing with Elite to be bound by the terms and conditions of this Agreement, and (e) Customer gives Elite written notice of such

assignment accompanied by a certificate of compliance with clauses (a) and (c) above.

13.7.1 Elite may not assign or transfer (by operation of law or otherwise) any right or obligation under this Agreement without Customer's prior written consent, which may not be unreasonably withheld or delayed, except that Elite may, without Customer's consent, assign this Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Elite's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Elite or any similar business transaction.

13.7.2 Any assignment in violation of this Section 13.7 shall be null and void. This Agreement shall be binding upon the respective parties hereto and their successors and permitted assignees.

13.8 Changes in Ownership. If Customer acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the software or services under this Agreement, Elite shall be entitled to revise the Fees to account for the subsequent increased size of the firm or value derived or scope of use within the terms of the applicable license.

13.9 No Partnership or Agency. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.10 Third Party Rights. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else except as otherwise expressly provided herein.

13.11 Section Headings. The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

13.12 Entire Agreement. The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings, negotiations, proposals and other representations, warranties, covenants or conditions, verbal or written, express or implied, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement. Nothing in this Section shall limit or exclude any liability for fraud or fraudulent misrepresentation.

13.13 Signature and Amendment. The Agreement is binding when countersigned by Customer provided that Customer has not made any changes to the Agreement. No amendment or



## CUSTOMER AGREEMENT

modification to this Agreement or to either party's rights or obligations hereunder may be made in any manner (including without limitation by reference to usage of trade or other regular practice or method of dealing either within the computer industry or between the parties hereto) other than in a writing signed by both parties hereto.

13.14 Survival. Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following clauses will survive termination:

Sections 2 (Definitions), 3.2 (Payment of Fees), 3.3 (Payment of Taxes), 3.4 (Reimbursement of Expenses) 5 (Confidentiality), 7.4 (Remedies), 7.5 (Exclusive Remedies), 8 (Indemnification), 9 (Limitation of Liability and Exclusion of Consequential or Incidental Damages), 10 (Term and Termination), 11 (Intellectual Property), 12 (Data Privacy) and 13 (Miscellaneous), along with any others that by their nature should survive.

# CUSTOMER AGREEMENT

## MAINTENANCE ADDENDUM

### 1. Scope of Addendum.

1.1 This Maintenance Services Addendum ("Maintenance Addendum") is part of the Customer Agreement between the parties which is incorporated as if fully set forth herein.

### 2. Definitions.

2.1 Definitions. As used in this Maintenance Addendum, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

"Critical Problem" shall mean a Problem that causes an adverse and material effect on Customer's ability to utilize the Software according to the Documentation. Critical Problems are classified as Urgent or High in the Service Level Agreement.

"Major Release" shall mean an Update signified by a change in the numeral to the immediate right or left of the decimal in the version number (e.g. v2.6 to 2.7; or 2017.1 to 2018.1)

"Maintenance Services" shall mean the services provided pursuant to this Maintenance Addendum as described herein.

"Non-Critical Problem" shall mean a Problem that does not meet the definition of a Critical Problem.

"Problem" shall mean any failure of the Software to perform in accordance with the Documentation. Problems are classified as either Critical Problems or Non-Critical Problems depending on the impact of such Problem on Customer's operations.

"Updates" shall mean any periodic software releases and any release notes provided by Elite generally to its customers, which may include releases to correct Critical or Non-Critical Problems in the Software and any enhancements to the Software that Elite makes generally available to Customers as part of Maintenance Services.

### 3. Term and Fees.

3.1 Term and Renewal. The initial term of this Maintenance Addendum shall commence upon Installation and shall continue for a period of one year. This Maintenance Addendum shall automatically renew for successive one year terms, unless terminated by either party by giving the other party thirty (30) days written notice prior to the end of the existing term. Notwithstanding the forgoing, with respect to Subscription Software, the Maintenance Services are provided only during the Subscription Term.

3.2 Annual Maintenance Charge. The Annual Maintenance Charge for the first term hereof is set forth in the Fees Schedule and is payable as provided therein. For subsequent terms, the Annual Maintenance Charge shall be payable annually in advance. Elite reserves the right to increase the

Annual Maintenance Charge for subsequent terms unless otherwise provided in the Fees Schedule. The Annual Maintenance Charge for Subscription Software is included in the applicable Subscription Fee.

### 4. Maintenance Services.

While this Maintenance Addendum is in effect Elite will provide the Maintenance Services set forth in this Section 4 to Customer:

4.1 Updates. Elite will provide all Updates for the Software that it releases during the term of this Maintenance Addendum to Customer at no additional charge. Upon delivery to Customer the Update will be deemed part of the Software for which it is provided for purposes of the Agreement; provided, however, that the provision of Updates pursuant to this Maintenance Addendum shall not extend the Warranty Period or create a new Warranty Period. Depending on the complexity of the Update, Elite may offer installation services as part of Maintenance Services in which event Elite shall be responsible for installing such Update as part of the Maintenance Services being provided in consideration of the Annual Maintenance Charge. Elite, however, reserves the right to charge separately on a time and materials basis for the installation of more complex Updates such as Major Releases.

4.2 Remote Support. Elite shall provide remote support during Business Hours for the reporting of Problems and for the handling of Customer questions relating to the operation of the Software. Remote support shall only be provided for the Production Server and one copy of the production instance used for testing purposes. Elite will provide support for other instances of the Software for an additional fee.

4.3 Response Times. Elite shall respond to Problems as outlined in the Service Level Agreement attached hereto.

4.4 Remote Access. Customer will make remote access to the Software available to Elite via a remote access method approved by Elite in order to allow Elite to review system setups, configuration, software (including version) in use, hardware information, Timekeeper and/or User count and other information as necessary for Elite to provide the Maintenance Services.

4.5 Customer Obligations. Customer shall insure that Elite's personnel are provided with such information under Customer control as is reasonably necessary to enable Elite to comply with its obligations hereunder.

4.6 Third Party Software. Maintenance Services for the Software will include Maintenance Services for Third Party Software for so long as Elite remains an authorized remarketer for such Third Party Software. Should Elite cease to be a remarketer for any of the Third Party Software and thus be unable to fulfill the then current annual maintenance term, Elite will refund the unused portion of the Annual Maintenance Charge for such Third Party Software. In such event Elite will

use reasonable efforts to assist Customer in obtaining support for such Third Party Software directly from the owner thereof or another authorized provider.

#### 5. Exclusions.

5.1 Elite's obligations hereunder shall extend only to:

5.1.1 the latest Update of the most recent Major Release of the Software issued by Elite;

5.1.2 the latest Update made to any other previous Major Release, if such Major Release was first issued by Elite within the preceding three (3) years; and

5.1.3 the Production Server and one copy of the production instance used for testing purposes.

5.2 Maintenance Services shall not include investigation or resolution of Customizations issues or Problems resulting from Excluded Items. Elite will make assistance to Customer available for resolution of Customizations issues or Problems resulting from Excluded Items on a time and materials basis.

5.3 The Annual Maintenance Charge does not include on-site service calls made at Customer's request (or travel expenses associated with such calls), or the costs of any other services not specifically set forth herein.

#### 6. Remedies and Liability.

6.1 If Elite materially breaches this Maintenance Addendum and fails to correct such breach within thirty (30) days of written notice thereof, Customer may terminate this Maintenance Addendum and receive a pro rata refund of the Annual Maintenance Charge for the then current term.

6.2 The foregoing remedy is exclusive and is in lieu of all liabilities or obligations for damages arising out of or in connection with this Maintenance Addendum. Elite shall have no other liability to Customer whatsoever arising under this Maintenance Addendum.

6.3 In no event shall Elite's, or its officers', employees', suppliers', directors', parent's, or subsidiaries', liability to Customer arising out of or related to this Maintenance Agreement, or the services provided under this Maintenance Agreement or any breach of this Agreement, whether based on an action or claim in contract or tort, including negligence, strict liability or warranty, except liability for bodily injury, exceed the Annual Maintenance Charge paid in the then current year.

#### 7. General Provisions.

7.1 Survival. Sections 2 and 6 of this Maintenance Addendum shall survive any termination of this Maintenance Addendum.

# CUSTOMER AGREEMENT

## Software Service Level Agreement

This Service Level Agreement sets forth the operational standards, support, and response standards provided by Elite to Customer for the Software during the term of Maintenance Services. Elite may modify this Service Level Agreement only by giving Customer at least 30 days' prior written notice. Notwithstanding anything to the contrary contained in this Agreement, if Elite makes any change to the Service Level Agreement that affects Customer in a material and adverse manner, Customer may terminate the Maintenance Addendum within 60 days after the date Customer is notified in writing of such change.

### 1. SUPPORT

Customers can create a support service request through the Thomson Reuters Elite 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 during the business hours set forth below depending on the Elite support team supporting Customer ("Business Hours"):

- For customers supported by Elite's North American Support Team: Monday – Friday 6:00 am to 5:30 pm Pacific Time, excluding US holidays
- For customers supported by Elite's EMEA Support Team: Monday – Friday 8:00 am to 6:00 pm GMT, excluding UK holidays
- For customers supported by Elite's Asia Pacific Support Team: Monday – Friday 9:00 am (Auckland time) to 5:30 pm (Beijing time), excluding local holidays

Customers assigned to support by one team cannot avail themselves of support by another team during off hours. In order to receive after hours support, Customer must purchase an expanded maintenance package or pay for ad hoc emergency after hours support on a time and materials basis. Such after hours support may be provided either by the assigned support team or by another team.

#### 1.1 Frontline (Tier 1) Client Support

- Service requests are assigned to the appropriate support analyst.
- Front line 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.

#### 1.2 Escalated (Tier 2) Client Support

If the service request cannot be resolved by the support team or the problem is determined to be an issue (e.g., software issue or enhancement request), the service request will be referred/assigned to the appropriate development team for additional assistance.

- 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.

### 2. RESPONSE STANDARDS

**2.1 Support Response Times.** Elite will respond to requests for support as provided below:

<u>Severity Level</u>	<u>Initial Response Time for North America and EMEA (for all other regions, as soon as an analyst is available)</u>	<u>Support Obligation</u>
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 (during Elite's Business Hours) of initial notification. Elite 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	Within 2 hours (during Elite's Business Hours) of initial notification	Reasonable efforts to correct the reported error

## CUSTOMER AGREEMENT

customer; the program is usable but is severely limited)		
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)	Within 2 hours (during Elite's Business Hours) of initial notification	Elite shall provide a substantive response or additional questions that Elite needs answered prior to proceeding. If the problem results in the identification of a system bug or error in the Software, the issue shall be escalated to the appropriate Elite department with reasonable efforts to correct the reported error as appropriate, but a "fix" may await a future release.
Low (a low impact problem is a "how to" or an advisory question)	Within 1 business day (during Elite's Business Hours) of initial notification.	A reasonable response or direction will be provided for training or additional documentation (e.g. link to knowledge base or online training courses).

**"Response Time"** shall mean the time elapsed from the reporting of a Problem to Elite until a member of Elite's support team has confirmed receipt of the Problem to the Customer and that the Problem is being actively worked on by Elite.

Notwithstanding anything to the contrary expressed or implied herein, response and resolution of Problems related to Third Party Software may be delayed if Elite requires support for such Third Party Software directly from the owner thereof.