Relationship Insights Terms

1. Definitions.

"RI Service" shall mean Thomson Reuters Relationship Insights.

2. RI Service Data. "RI Service Data" means all information and representations of information, including without limitation Organizational Authority data, and other content made available to Customer through the RI Service. Customer may access and read the RI Service Data solely within the RI Service during the Subscription Term and solely for Customer’s internal business purposes. Customer may not use the RI Service Data outside of the RI Service except Customer may output the RI Service Data in reports created via the RI Service. Notwithstanding the foregoing, in no event may Customer integrate the RI Service Data into Customer’s proprietary systems or other applications, including any other applications licensed from Elite, or download, store or use the RI Service 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 RI Service Data, or any portion of the RI Service Data, in any form or by any means, except as expressly provided herein. Customer shall not sell, license or distribute RI Service Data to third parties or use RI Service Data as a component of or as a basis for any material offered for sale, license or distribution. Except for the use rights granted in this Agreement, all rights, title and interest in the RI Service Data, including all copyrights, are and will continue to be the exclusive property of Elite and its licensors, whether or not specifically recognized or perfected under local applicable law.

Neither Elite nor any of its licensors warrant the comprehensiveness, completeness, accuracy or adequacy of the RI Service Data for any purpose. Elite and its licensors disclaim all warranties, expressed or implied related to the RI Service Data and shall not be responsible for any loss or damage that may arise directly or indirectly from the use of the RI Service Data.

3. Service Level Agreement. The Service Level Agreement attached hereto as Exhibit A is hereby incorporated by reference.

4. Use of Customer Data. As part of its use of the RI Service, Customer agrees that Elite may collect (but not disclose) Customer information for monitoring performance quality, Customer pricing and feature usage. In addition, Customer acknowledges and agrees that Customer’s data is used by the RI Service for the purpose of data matching.
Exhibit A:
RI Service
Service Level Agreement

This Exhibit A sets forth the operational standards, support, and response standards provided by Elite to Customer for the RI Service during the Subscription Term. 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 RI Service within 60 days after the date Customer is notified in writing of such change.

1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

1.1 Availability. Except for the scheduled and unscheduled maintenance periods set forth in Section B1.2 and B1.3, the RI Service is available for online processing 24 hours a day, 7 days a week.

1.2 Scheduled Maintenance. If necessary, the RI Service may be taken offline for maintenance during the following times:

- **Major Scheduled Maintenance**: Saturday 8:00 am to Sunday 8:00 am Pacific Time
- **Minor Scheduled Maintenance**: every day from 9:00 pm to 12:00 am Pacific Time

1.3 Unscheduled Maintenance. If the RI Service becomes unavailable and requires unscheduled maintenance, Elite shall attempt to notify Customer of Unscheduled Maintenance.

2. SUPPORT

Customers can create a support service request through the Thomson Reuters Customer Portal at [https://customerportal.elite.com](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

Customers assigned to support by one team cannot avail themselves of support by the other team during off hours without purchasing an expanded maintenance package or paying for ad hoc emergency after hours support on a time and materials basis.

2.1 Frontline (Tier 1) Client Support

- Service requests are assigned to the appropriate support analyst.
- Frontline 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 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.
3. RESPONSE STANDARDS

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

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Initial Response Time for North America and EMEA (for all other regions, as soon as an analyst is available)</th>
<th>Support Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent – System Down</td>
<td>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</td>
<td>Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved</td>
</tr>
<tr>
<td>High</td>
<td>Within 2 hours (during Elite’s Business Hours) of initial notification.</td>
<td>Reasonable efforts to correct the reported error</td>
</tr>
<tr>
<td>Default/Normal</td>
<td>Within 2 hours (during Elite’s Business Hours) of initial notification.</td>
<td>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 RI Service, the issue shall be escalated to the appropriate Elite department with reasonable efforts to correct the reported error as appropriate</td>
</tr>
<tr>
<td>Low</td>
<td>Within 1 business day (during Elite’s Business Hours) of initial notification by Customer</td>
<td>A reasonable response or direction will be provided for training or additional documentation (e.g. link to knowledge base or online training courses)</td>
</tr>
</tbody>
</table>

3.2 Limitations. Elite’s obligations to address problems and correct errors shall be limited to issues that affect Customer’s ability to utilize the RI Service according to the user documentation provided by Elite 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, Elite has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by Elite. Elite 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 Elite. Elite’s obligations hereunder shall extend only to the latest major release of the RI Service. Elite does not provide support or upgrades for any customizations or integrations developed by Elite as part of implementation or development services provided to Customer.

4. UPDATES

Updates for the RI Service will be provided during the Subscription Term at no additional charge. The Updates will be deemed part of RI Service for purposes of the Agreement. “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 to the RI Service will be applied to the most recent version and not previous versions.

5. TRAINING & SUPPORT MATERIALS

Various reference materials are available in electronic format via the online help pages available for the RI Service. In addition, Elite may provide various training sessions for Customer’s internal users.