



*¹In these Master Terms, “Client” and “Thomson Reuters” or “TR” (the “**parties**”) refer to the entities identified in the applicable Order Form. Some of these Master Terms apply exclusively to specific Services. Those Service-specific terms and conditions are deemed applicable only where the Client executes an Order Form in respect of such Service. Where a Service includes the provision of: (a) Information, the Information Schedule shall apply; (b) Software, the Software Schedule shall apply; (c) Screening Content, the Screening Schedule shall apply; (d) Professional Services, the Professional Services Schedule shall apply, in addition to these Terms and Conditions. Capitalized terms used but not otherwise defined are set forth in Clause 19.

*在本主条款中，“客户”和“汤森路透”或“TR”（“双方”）指在适用订单上确定的实体。主条款中的一些条款只适用于特定服务。该等服务特定的条款和条件只有在客户签署关于该项服务的订单时才被视为适用。除了本条款和条件适用外，（a）当服务包括提供信息时，信息附表应适用；（b）当服务包括提供软件时，软件附表应适用；（c）当服务包括提供筛查内容时，筛查附表应适用；（d）当服务包括提供专业服务时，专业服务附表应适用。本主条款中使用但未另行定义的加黑术语具有第 19 条中所规定的含义。

1. GENERAL

1.1 **Parties.** Each party and their Affiliates may enter into Order Forms which are governed by the Master Terms. Where an Order Form is entered into by an Affiliate, references in the Agreement to “Thomson Reuters” or “TR” refer to Thomson Reuters’ Affiliate, and references to “Client” refer to Client’s Affiliate and “parties” or “party” shall be construed accordingly.

1.2 **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Schedules, Master Terms (except the Schedules). Clause 6 (Third Party Provider Restrictions) takes precedence over any conflicting term of the Agreement.

1.3 **Language.** In case of any discrepancy between the English version and the Chinese translation of the Agreement, the English version shall prevail.

2. TERM

The Master Terms commence on the Effective Date specified on the Order Form (the “**Effective Date**”) and will remain in force during the term of any **Service**. Unless otherwise stated in an Order Form, the initial term of each Service (and any permission granted) is one year from the first day of the month following the date the Service is first made available and will automatically renew for additional one year periods, unless one party gives the other at least 90 days notice prior to the end of the then-current term.

1. 一般规定

1.1 **双方。** 每一方及其关联企业均可订立受主条款约束的订单。如果某一关联企业订立任何订单，则协议中所称之“汤森路透”或“TR”是指汤森路透的关联企业，所称之“客户”是指客户的关联企业，所称之“双方”或“一方”应相应解释。

1.2 **优先顺序。** 如果协议的任何组成部分之间存在任何冲突，则其效力优先顺序从高到低依次为（任何具体条款另有明确规定的除外）：订单、附表、主条款（附表除外）。第 6 条（第三方提供商限制）优先于协议中的任何与之冲突的条款。

1.3 **语言。** 若协议的英文文本与协议的中文译本之间有任何差异，以协议的英文文本为准。

2. 期限

主条款自订单所列之生效日（“生效日”）起生效，且将在任何服务期限内持续有效。除非订单另有规定，各项服务（以及所授予的任何许可）之初始期限为一年，从初次提供服务之日起的次月第一日起算，并且到期后将自动续期另外一年时间，除非一方在当时期限到期前至少 90 天通知另一方。

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

3. CHARGES

3.1 **Payment of Charges.** Client will pay the Charges within 30 days of the date of the invoice and without set-off, counterclaim or deduction. Recurring Charges accrue from the first day of the month following the date the relevant Service is made available by Thomson Reuters until the end of the month in which a termination of the Service takes effect. Thomson Reuters may apply a service charge of 1% per month or the highest lawful interest rate (whichever is lower) to all amounts not paid to Thomson Reuters when due.

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

3.3 **Changes to Fees.** During the term of a Service Thomson Reuters may increase or adjust the basis for calculating the Fees for each Service annually (the "Annual Adjustment") by providing Client at least 90 days prior written notice. If solely as a result of the Annual Adjustment, Thomson Reuters increases the Fees by more than the greater of 5% or the change in the OECD CPI, Client may terminate the affected Service by notifying Thomson Reuters within 30 days of the date of TR's notice. Termination of such Service is effective on the date when the increase or adjustment takes effect.

3.4 **Changes to Related Charges.** Thomson Reuters may increase any recurring Related Charges from time to time. Related Charges for communications networks and facilities may be increased effective January 1 of each year by notifying Client on or before October 1 of the previous year. Thomson Reuters will endeavor to provide Client with prior notice of any increase to other Related Charges, but may not be able to do so if TR does not receive sufficient prior notice from third parties.

3.5 **Excess Use.** Access to the Services is limited to the scope set forth on the applicable Order Form. In the event that the Client's scope of use exceeds the limits set out in the Order Form (such as the number of Users, transactions (including returns), entities, and/or territories) Thomson Reuters shall be entitled to charge additional Charges for the excess use at the rates set out in the Order Form or at the then current TR pricing, whichever is greater (which additional Charges shall be a one-time adjustment for perpetual licenses and pro-rated for subscription licenses for the remainder of the initial term or renewal term, as applicable). *Where the Order Form indicates a limit on the number of Permitted Records or where Client is responsible for administering Users of the Service, Client shall inform Thomson Reuters in writing of any increase in the

3. 费用

3.1 **费用的支付。**客户将在付款通知日起 30 天内支付费用，且不得抵销、反诉或扣减。经常性费用从自汤森路透提供相关服务之日起的次月第一日开始计算，直至服务终止生效之月的最后一日结束。汤森路透有权对到期未付的所有金额按每月 1% 或法律允许的最高利率（以较低者为准）加收服务费。

3.2 **税金的支付。**费用不包括税金，并且客户还应支付适用的税金和关税（包括预提所得税、增值税（VAT）以及其他税金，但应由汤森路透支付的所得税除外）。客户应向汤森路透就其已支付的任何预提所得税以及其赖以免税的任何缘由提供书面证明。如果客户有义务预提或扣减费用的任何部分，汤森路透应有权向客户收取净金额，并且客户应确保就费用而言、支付给汤森路透的、扣除税金和关税的净金额等于假如未被扣除税金和关税的金额。

3.3 **服务费调整。**在服务期内，汤森路透有权在每年上调或调整每项服务的服务费的计算基准（“年度调整”），该等调整应至少提前 90 天书面通知客户。如仅因为年度调整，汤森路透上调服务费的幅度超过 5% 或经济合作与发展组织居民消费价格指数（OECD CPI）的变动幅度（以两者中较高者为准），则客户可在汤森路透通知之日的 30 天内通知汤森路透以终止受影响的服务。该服务的终止自上调或调整生效之日起生效。

3.4 **相关费用调整。**汤森路透有权不时就任何经常性的相关费用作出上调。通信网络和设施的相关费用可经上年度 10 月 1 日当日或之前通知客户后上调，该等上调自每年 1 月 1 日起生效。汤森路透将尽力向客户提前通知其它相关费用的任何上调，但如汤森路透未收到第三方的充分事先通知则可能无法就此提前通知。

3.5 **超出使用。**使用服务限于适用订单上规定的范围。如果客户使用的范围超出了订单上规定的范围（例如用户、交易（包括收益）、实体和/或区域的数量），汤森路透有权就该等超出使用按照订单上规定的费率或汤森路透当时的定价（以两者中较高者为准）收取额外的费用（对于永久性许可，该额外费用应为一次性调整，而对于订购许可，该额外费用应为初始期限或续期期限（如适用）的剩余期限按比例的调整）。*当订单对许可记录的数量规定了限制或客户负责管理使用服务的用户，则客户应书面通知汤森路透任何许可记录和/或客户允许使用的用户数量的增加，汤森路透保留根据该等增加按比例增加服务费的权利。在生效日的每一周年之日，服务费应自动增加以反映从上一周年日起增加的许

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

Permitted Records and/or permitted number of Users used by Client and TR reserves the right to increase the Fees, pro-rata, in line with such increase. On each anniversary of the Effective Date, the Fees shall be increased automatically to reflect any increase in the number of Permitted Records and/or Users since the last Anniversary Date.

- 3.6. ***Transaction Fees.** Where the Fees include transaction based charges as set out on the Order Form or any statement of work (“Transaction Fees”), Thomson Reuters shall provide Client with monthly invoices following the end of each calendar month detailing Client’s usage of the Service and the Transaction Fees incurred by Client in the relevant month. If Client has paid Transaction Fees in advance on a prepay basis (a “Pre-Paid Credit”), at the end of each month Thomson Reuters shall deduct from the Pre-Paid Credit, such amount as is equal to the Transaction Fees payable in respect of the relevant month. Pre-Paid Credits are non-refundable and may only be redeemed for the relevant Services to which they apply. Thomson Reuters shall not be responsible for paying interest on any Pre-Paid Credits. If Client exceeds the number of transactions covered by a Pre-Paid Credit, Thomson Reuters will invoice Client for any excess at such intervals as TR shall determine.

4. PERFORMANCE AND COMPLIANCE

- 4.1. **Obligations of the Parties.** Thomson Reuters will provide the Services to Client using reasonable skill and care. Thomson Reuters will provide, and Client will use, the Services in accordance with (a) the operating specifications to run or access the Service; and (b) applicable laws and regulations. If Client is permitted to provide an Affiliate with access to any part of the Services, Client will ensure that such Affiliate complies with all provisions of the Agreement applicable to Client as if they were its own.
- 4.2. **Export Control and Sanctions.** Client will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Client warrants that neither it nor any Affiliate to which Client provides access to the Services 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.
- 4.3. ***TR Hosted Services.** Where Thomson Reuters hosts Services on behalf of the Client or provides a hosted Service to Client, TR:
(a) shall provide Client with the login details and make the Service available to Users over the Internet from the host site provided that Client’s Users are authenticated by providing the correct login details;
(b) may suspend access to the Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide

可记录和/或用户的数量。

- 3.6. ***交易服务费。**如果服务费包括订单或任何工作说明书规定的以交易为基础的费用（“交易服务费”），汤森路透应在每个日历月结束后向客户提供月度付款通知详细说明客户在相关月份使用服务的情况和产生的交易服务费。如果客户提前以预付款形式支付了交易服务费（“预付款”），汤森路透应在每月底扣减预付款，该等扣减额应等于在相关月内应付的交易服务费。预付款不能退还，且仅为适用的相关服务被抵扣。汤森路透不负责就任何预付款支付利息。如果客户超出预付款所涵盖的交易数量，汤森路透将就其确定的、在此等时间内的任何超出部分向客户发送付款通知。

4. 履约与合规

- 4.1. **双方的义务。**汤森路透将以合理的技能与注意向客户提供服务。汤森路透提供服务和服务访问服务均应遵守 (a) 运行或访问服务的操作规格；以及 (b) 适用的法律法规。如客户被许可提供服务的任何部分的访问权限给其关联企业，则客户应确保该关联企业如其自身一样遵守适用于客户的所有协议条款。
- 4.2. **出口管制与制裁。**客户获取、保留、使用或为其关联企业或第三方提供服务，不得采取可能违反任何司法辖区（包括美利坚合众国和欧盟及其成员国）的任何适用的出口管制或经济制裁方面的法律法规的形式。客户保证，其自身或客户向其提供服务的任何关联企业都不是任何该等法律项下被特别指定或制裁的实体，亦与任何该等实体无关联关系，并且在任何与汤森路透有关的交易中，其不会涉及受制裁方，该等涉及包括但不限于使用在受制裁的银行开立的银行账户进行交易。
- 4.3. ***汤森路透托管服务。**如果汤森路透代表客户托管服务或向客户提供托管服务，汤森路透：
(a) 应向客户提供登录信息并且通过因特网从托管网站上向用户提供服务，只要客户的用户通过提供正确的登录信息已被认证；
(b) 可以为执行维护、网络升级或其他有关托管网站的工作暂停提供服务的访问；如合理可行将就该等服务或其他暂停向客户发送合理提前书面通知（包括电子邮件）；和
(c) 应尽商业上合理的努力：(i) 维持商业上合理的服务器

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

reasonable advance notice to Client of such suspension within the Service or otherwise in writing, including by email; and (c) shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and connectivity from the host site, in each case, to provide Users with reasonable access to the Service; (ii) make the Service available to Users from the host site on a twenty-four (24) hour per day basis, except in the case of work carried out pursuant to Clause 4.3.(b); and (iii) restore access to the Service in the event of an unscheduled interruption or suspension of service.

5. USAGE PERMISSIONS AND RESTRICTIONS

5.1. Usage. Thomson Reuters permits Client to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. Materials and communications facilities or networks in connection with the Services, may only be used to access the Services and benefit from the rights granted under the Agreement. Thomson Reuters may make available to Client an open API to achieve interoperability between a Service and any other software applications or technology, which Client may use where applicable, subject to TR's then current Fees (if any) for such APIs.

5.2. Usage Restrictions.

(a) Client will not: (i) copy or modify any part of the Services; (ii) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of Thomson Reuters, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer Software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software.

(b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Client.

5.3. Interactive Services. Some Services contain Interactive Services. Client accepts and will ensure that its Users comply with the terms at http://thomsonreuters.com/products_services/financial/codeofconduct_interactivesvcs/ and any other similar terms applying to Interactive Services of which Thomson Reuters notifies Users. Thomson Reuters does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. Interactive Services are not transaction services and any transaction conducted through an Interactive Service is at Client's own risk.

5.4. Trials and Testing. All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by Thomson Reuters.

5.5. *Client Obligations When Installing and Hosting.

(a) Where the relevant Service will be accessed via a Third

容量和托管网站的连通性, 在每种情况下, 向用户 提供合理的 服务访问权; (ii) 除根据第 4.3(b) 条进行的工作外 每天二十四 (24) 小时从托管网站向用户 提供服务; 以及 (iii) 当发生计划外的服务中断或暂停时, 恢复提供 服务的访问。

5. 使用许可和限制

5.1. 使用. 汤森路透允许客户在主条款以及相关附表和/或订单规定的范围内使用服务。与服务相关的材料和通讯设施或网络只能用于访问服务和获取协议项下授权的权利利益。汤森路透可以向客户提供一个开放的API来实现服务和任何其他应用软件或技术的互用性, 客户可以使用该等API (如适用), 但应支付汤森路透当时针对该等API的服务费 (如有)。

5.2. 使用限制.

(a) 客户不得: (i) 复制或修改服务的任何部分; (ii) 基于白标方式或以其它方式为任何第三方之利益 (协议项下明确允许其访问服务的第三方除外) 使用或提供服务; (iii) 将汤森路透或其代表提供的任何材料、或通信设施或网络用于除接收和正确使用服务以外的目的; 或者 (iv) 对软件进行合并、反编译、反汇编或逆向工程 (但法律法规明确允许上述行为以实现与其它技术之间的互用性, 且相关权利无法通过约定修改的除外) 或修改软件的文件名。

(b) 客户不得转让或再许可随服务提供的任何信息、材料或其它权利。

5.3. 交互式服务. 部分服务包含交互式服务。客户接受并将确保其用户遵守 http://thomsonreuters.com/products_services/financial/codeofconduct_interactivesvcs/ 上所载之条款以及汤森路透通知用户的适用于交互式服务的任何其它类似条款。汤森路透不对通过交互式服务所发布的材料进行定期监控, 也不对此承担任何责任。交互式服务不属于交易服务, 通过交互式服务开展的任何交易行为由客户自行承担风险。

5.4. 试用和测试. 除非汤森路透另行通知, 服务的所有试用或测试都受协议条款的约束。

5.5. *安装和托管时的客户义务

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

Party Host:

(i) Client shall be responsible for maintaining such licenses and paying such fees to the Third Party Host as are required by the Third Party Host to access its products and services and/or the Services via such products and services; and

ii) Thomson Reuters shall not be liable for any failure by the Third Party Host to make the Service available to Client or its Users or for any inability of Client or its Users to access the Service from the Third Party Host.

6. THIRD PARTY PROVIDER RESTRICTIONS

6.1. **Third Party Provider Restrictions.** Third Party Providers may impose additional restrictions on usage of their Information, Materials, or services and may change them from time to time. These restrictions may include prohibiting certain types of usage or requiring Client to report its usage to, obtain agreement from, or pay additional fees either through Thomson Reuters or directly to, the relevant Third Party Provider. Client can view restrictions that Third Party Providers have supplied to Thomson Reuters at www.thomsonreuters.com/3ptyterms (the “Third Party Terms Site”), or alternatively, in some cases, within the relevant Service. Thomson Reuters will use commercially reasonable efforts to ensure that the Third Party Terms Site or the Service (as relevant) is maintained with the latest policies of each relevant Third Party Provider. Changes to the Third Party Terms Site will be published on the Customer Portal quarterly, where Thomson Reuters will endeavor to provide Client 30 days’ notice before a change goes into effect, but may not be able to do so if TR does not receive sufficient prior notice from third parties. These restrictions are binding on Client in the same way as any other provision in this Agreement.

6.2. **Third Party Provider Instructions.** Third Party Providers may have the right to require that Thomson Reuters restrict, suspend or terminate Client’s access to that Third Party Provider’s Information, Materials, or services. If Thomson Reuters takes any such action, it will (a) use reasonable efforts to provide Client with prior notice and (b) not be liable for any resulting Damages Client may suffer.

6.3. **Reporting to Third Party Providers.** Thomson Reuters may provide Third Party Providers with details of Client’s usage of, and any suspected breach of this Agreement relating to, that Third Party Provider’s Information or Materials or services.

7. INTELLECTUAL PROPERTY AND FEEDBACK

7.1. **Services.** Client acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Information, Materials and RICs) are (a) owned by Thomson Reuters, its Affiliates or Third Party Providers, and (b) hereby reserved to Thomson Reuters unless specifically granted in the Agreement. Client will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

7.2. **Client Materials and Feedback.** Thomson Reuters

(a) 当相关服务通过第三方托管方被访问时:

(i) 客户应负责维持、第三方托管方所要求的、取得的访问其产品和服务和/或通过该等产品和服务访问服务的许可、及向第三方托管方支付其就前述访问要求支付的费用; 和

(ii) 对于因第三方托管方原因导致无法向客户或其用户提供服务, 或客户或其用户无法从第三方托管方处访问服务, 汤森路透均不承担任何责任。

6. 第三方提供商限制

6.1. **第三方提供商限制。** 第三方提供商有权对其信息、材料或服务的使用施加额外的限制, 并且有权不时修改该等限制条款。这些限制可能包括禁止特定类型的使用, 或要求客户通过汤森路透或直接向相关第三方提供商报告其使用情况, 取得其同意或支付额外的费用。客户可在 www.thomsonreuters.com/3ptyterms (“第三方条款网站”), 或者(在部分情况下)于相关服务中查看第三方提供商已经提供给汤森路透的限制规定。汤森路透将以商业上合理的努力确保第三方条款网站或服务(如相关)持续提供各相关第三方提供商的最新政策。第三方条款网站的变更将每季度在客户区网站上发布, 汤森路透将尽力在变更生效前提前 30 天通知客户, 但如汤森路透未收到第三方的充分事先通知则可能无法作出提前通知。该等限制按照与本协议任何其它条款相同的方式对客户产生约束力。

6.2. **第三方提供商指示。** 第三方提供商可有权要求汤森路透限制、暂停或终止客户访问该第三方提供商的信息、材料或服务。如汤森路透采取任何上述行动, 其将 (a) 尽合理的努力提前就此通知客户, 但 (b) 不对客户可能因此遭受的任何损害承担责任。

6.3. **向第三方提供商报告。** 汤森路透有权向第三方提供商提供客户对该第三方提供商之信息、材料或服务的使用详情, 以及任何与之有关的涉嫌违反本协议规定的情况。

7. 知识产权与反馈

7.1. **服务。** 客户确认, 在各方当事人之间, 服务(包括信息、材料及路透代码表(RICs))中的所有知识产权(a)属于汤森路透, 其关联企业或第三方提供商所有, 并且(b)除协议明确授权的外, 由汤森路透完全保留。客户不得移除或隐藏服务中的任何专有权利标记, 并应在允许其制作的任何副本中包含该标记。

7.2. **客户材料及反馈。** 汤森路透确认, 在各方当事人之间, 客

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

acknowledges that, as between the parties, all Intellectual Property Rights in the Client Materials are owned by Client or licensors to Client. Thomson Reuters may collect and use information related to Client's use of the Services, to test, develop, improve and enhance its products and services, as long as such information is not identifiable to the Client or any individual User. If Client provides Thomson Reuters with any feedback on Thomson Reuters' products and services, Client grants Thomson Reuters and Thomson Reuters' Affiliates the right to use it to develop their services and products and to create and own derivative works based on such feedback.

- 7.3. **Use of Name.** Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

8. SECURITY

Where Services are provided to an individual User, concurrent usage or sharing of Services between Users is not permitted. However, Client can transfer a Service from one User to another in the same country by notifying Thomson Reuters. Access to the Services may be subject to using passwords, smartcards, or other security devices ("**Security Credentials**") provided by Thomson Reuters. Such Security Credentials must not be shared. Thomson Reuters may change Security Credentials with notice to Client or Client's Users for security reasons. Each party will use reasonable efforts to (a) scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry, (b) secure its computing environments according to generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorised person or malicious software, and (c) remedy any security breach of which it becomes aware.

9. SUPPORT

- 9.1. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters provides telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be obtained from the Customer Portal. Client will provide Thomson Reuters with reasonable assistance and prompt access to Client's systems or its site. In providing support on Client's premises, Thomson Reuters will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Thomson Reuters in advance in writing.
- 9.2. **Remote Support.** Thomson Reuters may seek Client's consent to install software agents on Client's systems to provide support or access to Software remotely. If Client withholds consent and Thomson Reuters provides alternative support or access, additional Charges may apply.

户材料中的所有知识产权属于客户或其许可人所有。汤森路透可以收集和使用与客户使用服务相关的信息以测试、开发、改进和增强其产品和服务，只要该等信息不能识别客户或任何单个用户。如客户向汤森路透提供有关汤森路透产品和服务的任何反馈，则客户授予汤森路透以及汤森路透的关联企业使用该反馈以发展其服务和产品，以及根据该反馈创建并拥有衍生作品的权利。

- 7.3. **名称的使用。** 除非为提供服务所必须要求，未经对方事先书面同意，任何一方都不得使用对方的名称、商标或其二者的任何衍生物，但为内部使用目的或法律法规所要求的除外，另一方无正当理由不得拒绝给予该同意。

8. 安全

如服务提供给单个用户，则禁止用户之间同时使用或共享服务。但客户可在通知汤森路透后，将服务自一个用户处转让给位于同一国家的另一个用户。访问服务可能需要使用汤森路透提供的密码、智能卡或其它安全设备（“安全凭证”）。该等安全凭证不得共享。汤森路透有权出于安全原因经通知客户或客户用户后修改安全凭证。任何一方将以合理的努力 (a) 利用行业公认的检测软件扫描服务和其相关系统，检测是否有专用于或旨在损害任何计算机/数据库运行，阻止或妨碍任何程序/数据的访问或运行的代码/设备，(b) 根据行业公认标准保护其计算机环境的安全，以确保服务不会被任何未经授权的人或恶意软件访问，并且 (c) 纠正任何已知的安全违规行为。

9. 支持

- 9.1. **提供的支持。** 为协助解决与服务有关的技术问题，汤森路透通过电话和/或网络提供支持平台，也可能提供自助工具。有关汤森路透所提供支持的额外信息，可从客户区网站获取。客户将向汤森路透提供合理的协助并及时允许汤森路透访问客户的系统或场所。在客户的场所提供支持时，汤森路透将遵守事先书面提供给汤森路透的，客户合理的安保、健康和安全以及保密程序。
- 9.2. **远程支持。** 汤森路透有权征得客户同意后在客户系统中安装软件代理，以远程提供支持或访问软件。如果客户拒绝同意且汤森路透提供替代的支持或访问途经，则可能产生额外的费用。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

9.3. **Support Exceptions.** If Thomson Reuters elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Client or third party information or materials; (b) any Services, or any versions of Services, that Thomson Reuters has advised Client are unsupported; (c) issues caused by Client's failure to follow Thomson Reuters' instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to Thomson Reuters; or (f) Client's networking or operating environment.

10. CHANGES

10.1. **Changes to Services.** Thomson Reuters may modify a Service from time to time but will not change its fundamental nature, except as permitted in clauses 11.1 (External Triggers) and 11.2 (Obsolescence). Thomson Reuters will use reasonable efforts to notify Client of significant changes to Services.

10.2. **Updates and Upgrades.** Client will promptly install any Update provided by Thomson Reuters, and any Upgrade that Thomson Reuters makes available to Client, at no additional charge. Thomson Reuters may make other Upgrades available to Client that are subject to additional Charges.

10.3. **Technical Changes.** If Thomson Reuters initiates a change in the hardware, software, data or communications requirements, formats or protocols for any Service that will affect Client's systems or Client's ability to continue receiving the Service, then Thomson Reuters will, to the extent practical under the circumstances, provide Client at least three months' notice of such change, and at least six months' notice where a change is required to Client's hardware. However, if a Third Party Provider initiates such a change, Thomson Reuters will give Client as much notice as is reasonably practicable.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

11.1. **External Triggers.** Thomson Reuters may, with notice ("Thomson Reuters' Notice"), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between Thomson Reuters or a Thomson Reuters Affiliate 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; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Thomson Reuters will endeavor to provide Client 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. The effective date of the termination or modification as indicated on Thomson Reuters' Notice is the "Change Date". If a partial termination or modification in

9.3. **额外支持。** 如果汤森路透选择为以下任何项目提供支持，则可能产生额外的费用：(a) 由客户或第三方信息或材料导致的问题；(b) 汤森路透事先告知客户不提供支持的任何服务或服务的任何版本；(c) 由于客户不遵守汤森路透指示或规格导致的问题；(d) 非位于或不符合协议规定运行环境的服务；(e) 并非归咎于汤森路透的意外、修改、支持、重置或不当使用服务所导致的问题；或者 (f) 客户的网络或运行环境。

10. 变更

10.1. **服务的变更。** 汤森路透有权不时修改服务，但不得改变其基本性质，除非第 11.1 条（外部因素）和第 11.2 条（淘汰）允许。汤森路透将以合理的努力就服务的重大变更通知客户。

10.2. **更新与升级。** 客户将及时安装汤森路透提供的任何更新，以及其免费向客户提供的任何升级。汤森路透有权就其提供的其它升级向客户收取额外费用。

10.3. **技术变更。** 如汤森路透对其任何服务的硬件、软件、数据或通信要求、格式或协议进行变更，且此类变更将影响客户的系统或客户继续接收服务的能力，则汤森路透将在情况实际可行时至少提前三个月就该等变更通知客户；如需对客户硬件进行任何此类变更的，则至少提前六个月通知客户。但如果第三方提供商提出该等变更，则汤森路透将在合理可行的情况下通知客户。

11. 终止与终止的后果

11.1. **外部因素。** 汤森路透可在通知（“汤森路透通知”）后终止全部或部分服务，或修改服务/提供服务的条款，如果该服务的全部或部分：(a) 依赖于汤森路透或汤森路透关联企业或第三方之间的协议，而该第三方协议、第三方材料或其它输入已被修改或被终止；(b) 成为非法或与任何法律、法规或监管机构的要求或指示相违背；或 (c) 成为主张其侵犯或违反任何第三方权利的索赔或潜在索赔的标的。汤森路透将尽力就该等终止或修改向客户作出合理的提前通知，但如触发因素由第三方控制则可能无法做到。汤森路透通知所示的终止或修改的生效日期为“变更日期”。如果根据本第 11.1 条进行的部分终止或修改会从根本上改变并损害服务性质或服务中所授予的权利，则客户可经通知汤森路透终止该受影响的服务，该等通知不得晚于汤森路透通知日期后的30天作出。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

accordance with this clause 11.1 fundamentally and detrimentally changes the nature of or the rights granted in the Service, Client may terminate the affected Service by providing Thomson Reuters with notice no later than 30 days after the date of Thomson Reuters' Notice.

- 11.2. **Obsolescence.** Thomson Reuters may obsolete : (a) a prior version of a Service on at least six months' prior notice following the general availability of an Update or Upgrade (whether designated with the same Service name or not), and (b) any Service as a whole on at least six months' prior notice. Thomson Reuters will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected Service will continue unless, where the new version is subject to additional Charges, Client terminates the Service by providing Thomson Reuters with 30 days' notice after the date of Thomson Reuters' notice. In the case of Service obsolescence described in (b), the Service will terminate (except to the extent Thomson Reuters has granted Client a perpetual right to use the Software).
- 11.3. **Suspension.** Thomson Reuters may suspend, upon notice, all or part of a Service and Client's rights in relation to that Service if: (a) Thomson Reuters has the right to terminate the Service in accordance with clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency); (b) Thomson Reuters is required to do so by a Third Party Provider affected by a breach of the Agreement; (c) Thomson Reuters is required to do so by law or regulation or at the request of any relevant regulatory authority or (d) in order to protect Thomson Reuters' systems and security. Any such suspension may continue until Thomson Reuters is satisfied that the condition is remedied. Client is still required to pay the Charges during any period of suspension permitted by (a) or (b) above.
- 11.4. **Termination for Breach.** Either party may terminate the Agreement, upon notice, if the other party materially breaches the Agreement and the breach (a) remains unremedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party only may terminate the relevant Service(s).
- 11.5. **Termination for Insolvency.** Either party may terminate the Agreement, immediately upon notice, if: (i) the other party enters into a composition with its creditors; (ii) a court order is made for the winding up of the other party; (iii) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (iv) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (v) the other party ceases to be able to pay its debts as they fall due; (vi) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.
- 11.2. **淘汰。** 汤森路透有权: (a) 在更新或升级 (不论是否为相同的服务名称) 通用后, 经至少六个月的事先通知, 淘汰服务的早期版本, 以及 (b) 经至少六个月的事先通知, 整体淘汰任何服务。自该通知期限届满之日起, 汤森路透无义务提供或支持被淘汰的服务/服务版本。对于 (a) 款所述之版本淘汰的情形, 受影响服务的期限将继续计算, 除非新版本加收额外费用的情况下、客户自汤森路透通知之日起提前30天通知汤森路透终止该服务。对于 (b) 款所述之服务淘汰, 服务将会终止 (但汤森路透已向客户授予了使用软件的永久性权利的除外)。
- 11.3. **中止。** 如有下列任何情况, 汤森路透有权在发出通知后全部或部分中止任何服务或者与该服务有关的客户权利: (a) 汤森路透根据第 11.4 条 (违约终止) 或第 11.5 条 (无力偿债终止) 的规定有权终止服务; (b) 受到违约影响的第三方提供商要求汤森路透作出该等中止; (c) 汤森路透被法律法规或任何相关监管机构要求作出该等中止; 或者(d) 为了保护汤森路透的系统和安全。任何前述中止可持续到汤森路透确信相关情况已被纠正时为止。在以上(a)或(b)项允许的任何中止期间内, 客户仍有义务支付费用。
- 11.4. **违约终止。** 如另一方严重违反协议, 且该等违约行为 (a) 在违约方收到守约方说明违约情况并要求补救的通知后 30 日未能得到补救, 或 (b) 无法被补救时, 任何一方均可在通知另一方后终止协议。 但如严重违约仅涉及一项或多项服务 (而非全部服务), 守约方仅能终止相关服务。
- 11.5. **无力偿债终止。** 任何一方都可在发生以下情况时经通知对方后立即终止协议: (i) 另一方与其债权人达成和解; (ii) 法院对另一方作出清算命令; (iii) 另一方通过清算 (出于合并或重组目的的除外) 的有效决议; (iv) 另一方指定了相关接管人、经办人、行政接管人或行政管理人; (v) 另一方无力偿还到期债务; (vi) 另一方因债务原因在任何司法管辖区采取/遭受与上述行为类似的任何行为。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

- 11.6. **Injunctive Relief.** Nothing in this Agreement prevents Thomson Reuters or Client from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.
- 11.7. **Refunds.** Where Thomson Reuters terminates a Service other than under clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency), or Client terminates a Service where the Agreement permits it to, Client will be entitled to a pro rata refund of any recurring Fees that Client has paid in advance for the terminated Service.
- 11.8. **Delete or Return Information and Materials.** Following termination, and at any time with respect to Confidential Information, (a) at Client's request and subject to the remainder of this clause 11.8, Thomson Reuters will promptly return, delete or destroy Client Materials and Client's Confidential Information, and (b) at Thomson Reuters' request Client will promptly return, delete or destroy all Information, Materials, and Thomson Reuters' Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defense of a party's rights under the Agreement. This clause 11.8 will not apply to the extent Thomson Reuters has granted Client a perpetual right to Information or Materials, unless Thomson Reuters is terminating that perpetual right under clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency). Thomson Reuters will not be required to return, delete or destroy any feedback, Contributed Data or material contributed by Client's Users to any Service.
- 11.9. **Survival of Terms.** 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: 3.1 (Payment of Charges), 3.2 (Payment of Taxes), 11.7 (Refunds), 11.8 (Delete or Return Information and Materials), 11.9 (Survival of Terms), and 12 to 18 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.
- 11.6. **强制救济。** 本协议的任何规定均不妨碍汤森路透或客户立即向有管辖权的法院申请立即禁令或类似的救济，以防止或限制违反协议的行为。
- 11.7. **退款。** 若汤森路透以除第 11.4 条（违约终止）或第 11.5 条（无力偿债终止）以外的理由终止服务，或者客户依照协议赋予的权利终止服务，则客户有权要求汤森路透按比例退还其就该被终止的服务预付的经常性服务费。
- 11.8. **删除或返还信息和材料。** 协议终止后（或对于保密信息，于任何时候），(a) 如客户要求、且受限于本第 11.8 条余下条款的规定，则汤森路透应及时返还、删除或销毁客户材料和客户保密信息，并且 (b) 如汤森路透要求，则客户应及时返还、删除或销毁所有信息、材料和汤森路透保密信息。但双方当事人可以为了以下要求保留副本（且仅能用于以下目的）：(i) 遵守法律法规的要求，以及 (ii) 为支持一方在本协议项下权利的执行力，或保障该等权利。在汤森路透已向客户授予对信息或材料的永久性权利的情况下，本第 11.8 条不适用，但汤森路透根据第 11.4 条（违约终止）或第 11.5 条（无力偿债终止）的规定终止该永久性权利的除外。汤森路透无需返还、删除或销毁客户用户向任何服务提供的任何反馈、输入数据或输入的材料。
- 11.9. **条款存续。** 协议全部或其任何部分的终止，不影响一方当事人已经产生的权利和义务。下列条款将在终止后继续有效：第 3.1（费用的支付）、第 3.2（税金的支付）、第 11.7（退款）、第 11.8（删除或返还信息和材料）、第 11.9（条款存续）和第 12 条至第 18 条（保密；数据隐私；核查；免责声明；责任限制；赔偿责任及其它规定），以及根据其性质应当继续有效的任何其它条款。

12. CONFIDENTIALITY

- 12.1. **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 privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. 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
12. **保密**
- 12.1. **禁止披露。** 接收方将对披露方的保密信息保密，且除代表其行事并受到与本协议所含之法定特权或保密及禁止披露承诺实质上类似的法定特权或保密及禁止披露承诺约束的（或以其它方式受到保护的）关联企业、顾问和第三方承包商（包括财务顾问、会计师和律师）（以下统称“代表”）外，不得向任何第三方披露该保密信息的任何部分。若接收方被法律强制要求披露披露方的保密信息，则接收方应当 (a) 及时通知（如法律允许）披露方，以便披露方得以寻求保护令或其它适当的救济，并且 (b) 将该等披露限制在法律要求的范围内，且在该等情况下被披露的信息仍属于保密信息。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

will remain Confidential Information despite such disclosure.

- 12.2. **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.

13. DATA PRIVACY

- 13.1. **Data Privacy Laws.** The parties will at all times process Client Personal Data in accordance with applicable laws and regulations governing the processing of such Client Personal Data. Client confirms that any Client Personal Data that it discloses to Thomson Reuters (including when it uploads such Client Personal Data into the Service) is disclosed in accordance with the laws and regulations applicable to Client.
- 13.2. **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 Client Personal Data.
- 13.3. **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 Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

14. AUDIT

- 14.1. **Audit Rights.** Thomson Reuters has the right (by itself or through its representatives) to audit Client, on at least 10 business days' notice and during normal business hours, to verify whether Client is complying with the Agreement. Thomson Reuters will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Thomson Reuters in advance in writing. Thomson Reuters will not audit more than once in every 12 months per Client location, unless (i) Thomson Reuters has cause to suspect, or an audit reveals, that Client is non-compliant, or (ii) where required to do so by a Third Party Provider with respect to its Information or Materials.
- 14.2. **Charges and Costs.** If the audit reveals that Client has breached the Agreement, Client will pay (a) any underpaid charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Client has underpaid the charges by more than 5% or where such costs are imposed on Thomson Reuters by a Third Party Provider.

- 12.2. **例外。** 该等保密义务不适用于下列信息：(a) (非因接收方的作为或不作为导致) 属于或成为公众可普遍获得的信息；(b) 接收方或其任何关联企业在非保密的基础上，通过不对相关信息承担保密义务的第三方所获得的信息；(c) 在该等披露之前，已为接收方或其任何关联企业在该等合法掌握的信息；(d) 接收方或其任何关联企业独立开发的信息；或者(e) 披露方同意无需保密或可被披露的信息，(但仅限于该同意的范围内)。

13. 数据隐私

- 13.1. **数据隐私法律。** 各方将始终根据适用于有关该客户个人数据处理的法律法规，处理客户个人数据。客户确认其向汤森路透披露(包括当其在服务中上传该等客户个人数据时)的任何客户个人数据是根据适用于客户的法律法规所披露的。
- 13.2. **合作。** 双方应尽合理努力在以下方面互相协助：关于声明未经授权的访问、使用、处理和披露客户个人数据的任何索赔主张、行动、起诉、程序或诉讼的调查和补救。
- 13.3. **保护措施。** 每一方将采取并要求其委托的所有第三方数据处理机构采取适当的物理性的、技术性的和组织性的措施，以保护客户个人数据免于遭受意外、未经授权或非法的损毁、丢失、篡改、泄露或访问。

14. 核查

- 14.1. **核查权。** 经给予客户至少 10 个工作日的提前通知，汤森路透有权(亲自或通过其代表)在正常工作时间对客户进行核查，以核实客户是否遵守协议的规定。汤森路透将遵守事先书面提供给汤森路透的，客户合理的保卫、健康和安全以及保密程序之要求。汤森路透对客户每一站点的核查频率不得超过每 12 个月一次，除非 (i) 汤森路透有理由怀疑，或者通过核查发现客户不合规情况，或者 (ii) 第三方提供商要求就其信息或材料进行核查。
- 14.2. **费用和成本。** 如果核查发现客户违反协议，客户将支付 (a) 不合规期间任何未足额支付的费用，以及(b) 如未足额支付的费用超过 5% 或第三方提供商向汤森路透收取核查费用，则还应支付该次核查的费用。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

15. DISCLAIMERS

15.1. **General Disclaimer.** All 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 law. Unless expressly provided, the Services are delivered “as is” without warranty of any kind. Thomson Reuters does not warrant or represent that the Services (or services, information or material supplied to Thomson Reuters on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that all Faults will be corrected. Thomson Reuters shall not be liable for any Damages resulting from any such Faults. Client assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Services. Client is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall Thomson Reuters or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.

15.2. **No Advice.** Client understands that Thomson Reuters is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and Thomson Reuters is not responsible for these opinions. Likewise, Thomson Reuters is not responsible for any Damages resulting from any decisions of Client, or anybody accessing the Services through Client, that are made in reliance on the Services, including decisions relating to the sale and purchase of instruments or legal, compliance and/or risk management decisions. Client agrees that it uses the Services at its own risk in these respects.

16. LIMITATION OF LIABILITY

16.1. **Unlimited Liability.** The limits on liability in clause 16.2 (Liability Cap) do not apply to: (a) a party’s fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) any indemnification obligations, other than to the extent described in clause 17.2 (Third Party Limitation), (d) Thomson Reuters’ infringement of Client’s Intellectual Property Rights in the Client Materials, or (e) Client’s liability to pay the Charges and any amounts Thomson Reuters would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.

16.2. **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

15. 免责声明

15.1. **一般免责声明。**本条款特此在适用法律允许的最大程度上排除成文法或普通法所默示的保证、条件和其它条款，包括但不限于有关合适性、适销性、满意质量和适合特定目的的保证或其它条款。除非另有明确规定，服务为“按原状”提供并且未作出任何种类的保证。汤森路透并不保证亦不陈述：服务（或者全部或部分服务所依赖的、汤森路透从它处获取的服务、信息或材料）的交付将不会有任何误差、中断、延误、遗漏或误差（“错误”）或者所有错误将得到纠正。汤森路透不对因任何该等错误而导致的任何损害负责。对于合适性、使用服务的结果、以及根据服务所包含或所产生的信息作出的任何决定或采取的任何行动，客户应单独承担责任和承担全部风险。对于因使用服务而准备或产生的任何文件、数据或输出的准备、内容、准确性和审阅，客户均应单独承担责任。在任何情况下汤森路透或其第三方提供商不对任何政府或监管部门确定的任何处罚、利息或税金承担责任。

15.2. **不提供建议。**客户理解，汤森路透是信息（包括观点）的提供者和整合者（上述信息仅供一般参考之用），其不提供财务、税务和会计、医疗、法律或其它专业建议。部分信息可能包含第三方的意见，但汤森路透不对这些意见承担任何责任。同样，汤森路透也不对客户或者通过客户访问服务的任何人依赖服务作出的任何决定（包括有关买卖投资工具的决定或者法律、合规和/或风险管理的决定）所造成的任何损害承担责任。客户同意在上述方面，其将自行承担使用服务的风险。

16. 责任限制

16.1. **无限责任。**第 16.2 条（责任上限）规定的责任限制不适用于下列情形：(a) 一方的欺诈、欺诈性不实陈述、故意不当行为或轻率地无视他人权利的行为；(b) 由过失导致的死亡或人身伤害；(c) 除第 17.2 条（第三方限制）所述范围以外的任何赔偿义务；(d) 汤森路透侵犯客户材料中的客户知识产权；或者 (e) 客户支付费用（以及因其在本协议项下所授予的使用许可和限制之外使用服务而被汤森路透收取的任何金额）的义务。本协议的任何条款均不限制法律禁止限制的责任。

16.2. **责任上限。**在任一历年年度内，对于因协议引起的或与协议有关的损害（不论是基于合同、侵权（含过失）还是其它理由），一方向另一方所承担的累计责任不得超过导致该等

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

the Agreement will not exceed the Fees payable by Client to Thomson Reuters for the applicable Service(s) which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.

16.3. **Exclusions.** 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 Thomson Reuters shall be liable to restore data from any available back-ups); or (c) loss of profits (except with respect to the Charges); even if such Damages or losses in (a)-(c) could have been foreseen or prevented.

16.4 **Force Majeure.** Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

17. INDEMNITY

17.1. **Thomson Reuters Indemnity.** Thomson Reuters will indemnify Client against Damages Client incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Client is permitted by Thomson Reuters to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by Thomson Reuters; (b) modification of all or part of the Service other than by Thomson Reuters or its subcontractors; (c) use of a version of the Service after Thomson Reuters has notified Client of a requirement to use a subsequent version; or (d) Client's breach of the Agreement. This indemnity will extend to Client's Affiliates to which Client makes the Services available in accordance with the Agreement.

17.2. **Third Party Limitation.** Where the indemnity obligation in clause 17.1 (Thomson Reuters Indemnity) arises from Information or Materials Thomson Reuters obtained from a Third Party Provider, Thomson Reuters' monetary liability to Client will be limited to the amount Thomson Reuters recovers from the relevant Third Party Provider, divided by the number of other actual or potential claims by Thomson Reuters customers (including Client) against Thomson Reuters arising from those Information or Materials.

17.3. **Thomson Reuters' Remedial Options.** Thomson Reuters may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Client to continue using the Service in accordance with this Agreement; (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service; or (c) taking the actions in clause 11.1 (External Triggers).

17.4. **Client Indemnity.** Client will indemnify Thomson Reuters and its Affiliates against Damages they incur as a result of a third

索赔的事故（或系列事故中的第一个事故）发生前十二（12）个月的期间内客户依据形成索赔基础的适用服务应向汤森路透支付的服务费。

16.3 **除外责任。**任何一方均不对下列情况承担责任：(a) 因协议引起或与协议有关的间接性、附带性、惩罚性、特殊性或后果性的损害；(b) 数据丢失（但汤森路透有责任利用任何可用的备份恢复数据）；或者 (c) 利润损失（但与费用有关的除外）；即使 (a) 款至 (c) 款所列之损害或损失可以被预见或防止。

16.4 **不可抗力。**任何一方均不对由超出其合理控制的情况所导致的任何损害或因该等情况而未能履行协议项下的义务承担责任。如果相关情况导致服务发生重大不足且持续超过 30 天，则任何一方有权经通知另一方后终止任何受影响的服务。

17. 赔偿责任

17.1 **汤森路透赔偿责任。**如服务侵犯了在汤森路透允许客户使用该服务的地域内的第三方的知识产权而引起了任何第三方索赔，则汤森路透将就客户因此而承担的损害作出赔偿。但是由以下原因导致的损害除外：(a) 将全部或部分服务与非由汤森路透提供的其它产品或技术进行结合；(b) 由汤森路透或其承包商以外的人员对全部或部分服务进行修改；(c) 在汤森路透通知客户使用服务的某一版本的后续版本后，仍使用该版本的服务；或者 (d) 客户违反协议。本赔偿责任将适用于客户根据协议向其提供服务的客户的关联企业。

17.2 **第三方限制。**如第 17.1 条（汤森路透赔偿责任）中的赔偿义务是由汤森路透自第三方提供商处获得的信息或材料所引起的，则汤森路透对客户所承担的经济责任应仅限于其从相关第三方提供商处所追回的金额，除以由这些信息或材料导致的汤森路透的顾客（包括客户）向汤森路透提出的其它实际或潜在的索赔的数量而计算出的金额。

17.3 **汤森路透的补救措施。**汤森路透可以通过以下任何方式纠正任何被指（或预期会）侵犯第三方知识产权的行为：(a) 为客户取得继续根据本协议使用服务的权利；(b) 替换受影响的信息和/或材料，且该等信息和/或材料的替换不改变相关服务的基本性质；或 (c) 采取第 11.1 条（外部因素）所规定的行为。

17.4 **客户赔偿责任。**如任何第三方由于下列情形而对汤森路透及其关联企业提出索赔，则客户将就汤森路透及其关联企业因

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

party claim: (a) alleging that their use of Client Materials infringes the Intellectual Property Rights of a third party; (b) arising from Client's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; or (c) asserted by any person accessing any part of a Service through Client (except to the extent of any indemnity Thomson Reuters provides under clause 17.1 (Thomson Reuters Indemnity)).

17.5 **Conduct of Claims.** The indemnification obligations in clause 17 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defense or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defense of any such claims through legal counsel of its choice.

18. MISCELLANEOUS

18.1 **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 registered mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, Thomson Reuters may give technical or operational notices or notices of Third Party Provider restrictions via publication on the Customer Portal or within the Services themselves.

18.2 **Choice of Law and Jurisdiction.** 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 England and Wales. Each party hereby consents to the non-exclusive jurisdiction of the Courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

18.3 **Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Thomson Reuters may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Thomson Reuters' or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Thomson Reuters or any similar business transaction.

18.4 **Third Party Rights.** Clauses 4.1 (Obligations of the Parties), 5 (Usage Permissions and Restrictions), 6 (Third Party Provider Restrictions), 7 (Intellectual Property and Feedback), 11.8 (Delete or Return Information and Materials), 12 (Confidentiality), 14 (Audit), 15 (Disclaimers), 16 (Limitation

此遭受的**损害**进行赔偿, (a) 主张**汤森路透**及其**关联企业**使用**客户材料**侵犯第三方**知识产权**的; (b) 因**客户**、其**关联企业**、或**客户**及其**关联企业**的分包商对**服务** (包括通信和网络) 的使用违反**协议**而导致的; 或(c) 任何通过**客户访问服务**的任何部分的人所提出的 (但**汤森路透**根据第 17.1 条 (**汤森路透赔偿**责任) 的规定应当赔偿的除外)。

17.5 **索赔.** 第 17 条中的赔偿义务以受赔偿方满足下列条件为前提: (a) 向赔偿方及时通知索赔的详情, 且在赔偿方要求时将该索赔交由赔偿方控制; (b) 在抗辩或起诉索赔时予以配合, 费用由赔偿方或相关**第三方提供商**承担; 并且 (c) 未经赔偿方事先书面批准, 不得作出任何承认或就任何索赔采取和解措施。受赔偿方有权自负费用通过其自行选择的法律顾问参与对任何该等索赔的抗辩。

18. 其它规定

18.1 **通知.** 本协议项下的所有通知必须采用书面方式作出, 并通过电子邮件 (协议的违约通知除外, 该等违约通知不得通过电子邮件发送)、挂号信、快递服务、传真或亲自交付的方式, 送达至双方间最新的**订单**上所列的地址 (或者一方通知另一方的其它最新地址)。但是, **汤森路透**可以通过在**客户区网站**上或通过**服务**本身发布公告的方式, 发布技术或运营公告或就**第三方提供商**的限制作出通知。

18.2 **法律与管辖权的选择.** 本协议以及因协议所引起的或与协议有关的任何争议适用英格兰及威尔士法律并据其进行解释。协议双方在此同意因协议所引起的或与协议有关的任何争议, 均应提交**英格兰及威尔士法院**非排他性管辖。

18.3 **转让.** 未经对方事先书面同意, 任何一方均不得 (通过运用法律或其它方式) 转让或转移协议项下的任何权利或义务, 但对方无不得不合理拒绝或延迟给予该同意。违反本条的任何转让应为无效。但是, **汤森路透**有权不经**客户**同意, 将协议或协议中授予的任何权利全部或部分地 (a) 转让给**关联企业**; (b) 在**汤森路透**或其**关联企业**出售部门、产品或服务时进行转让; 或者 (c) 在**汤森路透**进行重组、兼并、收购、剥离或类似的业务交易时进行转让。

18.4 **第三方权利.** 第 4.1 条 (双方的义务)、第 5 条 (使用许可和限制)、第 6 条 (第三方提供商限制)、第 7 条 (知识产权与反馈)、第 11.8 条 (删除或返还信息和材料)、第 12 条 (保密)、第 14 条 (核查)、第 15 条 (免责声明)、第

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

of Liability), 17.4 (Client Indemnity), and 17.5 (Conduct of Claims) benefit Third Party Providers and Thomson Reuters' Affiliates to the same extent as they would benefit Thomson Reuters. The limitations and exclusions set out in clause 16 (Limitation of Liability) will apply with respect to all such recipients of a claim under each Agreement so that the aggregate liability will not exceed that applying to one recipient of a claim. Third Party Providers and Thomson Reuters' Affiliates may exercise their rights directly or Thomson Reuters may exercise such rights on their behalf. Thomson Reuters' Affiliates have the right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce and rely on the terms of the Agreement. The parties to the Agreement may cancel or vary the Agreement in accordance with its terms without the consent of any third party.

- 18.5. **Severability.** 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.
- 18.6. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.
- 18.7. **Entire Agreement and Non Reliance.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, 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.
- 18.8. **Signature and Amendment.** The Agreement is binding when TR accepts an Order Form signed by Client either by executing the Order Form or performing the Services. The Agreement may be varied only by a written amendment signed by both parties.

19. DEFINITIONS AND INTERPRETATION

Access Declaration or Access Statement - any report that Thomson Reuters requires Client to complete and return in connection with Services where Client controls, or is required to disclose, any access to the Services.

Affiliate - in the case of Thomson Reuters, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation; in the case of Client, any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of Client. "Control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

Agreement - all Order Forms and Access Declarations governed

16 条 (责任限制)、第 17.4 条 (客户赔偿责任) 以及第 17.5 条 (索赔) 规定的汤森路透的权益在相同范围内适用于第三方提供商及汤森路透的关联企业。第 16 条 (责任限制) 规定的限制和除外责任适用于每一协议项下的一项索赔的所有主张对象, 因此针对多个索赔对象的合计责任不应超过当该项索赔适用于单个主张对象时的责任限额。第三方提供商和汤森路透的关联企业可直接行使其权利或者汤森路透可代表其行使该等权利。汤森路透的关联企业有权根据 1999 年合同 (第三方权利) 法案 ("法案") 强制执行和依赖协议的条款。协议的双方可根据协议条款取消或变更协议, 且无需取得任何第三方的同意。

- 18.5. **可分割性。** 如果协议的任何非根本部分非法或不可执行, 将视为该部分在必要的最小范围内被进行了修订以使其合法并可执行。如果该等修订不可行, 则该部分将被视为已删除。任何该等修订或删除都不影响协议剩余部分的有效性和可执行性。
- 18.6. **不弃权。** 任何一方迟延或未能行使协议项下的任何权利或救济, 不视为放弃该权利或救济。
- 18.7. **完整协议和不依赖。** 协议包含双方就协议标的达成的完整协议, 并取代此前与该标的有关的一切口头或书面的协议、谅解、协商、建议和其它陈述。双方均确认其订立协议时, 并未依赖对方作出的任何未纳入协议中的陈述。
- 18.8. **签署与修改。** 协议自汤森路透通过签署订单或履行服务接受客户签署的订单时产生约束力。协议仅可通过双方签署书面修正案的方式进行修改。

19. 定义及解释

访问服务申报书或声明书 —在客户控制服务访问的情形, 或汤森路透要求披露对服务的任何使用情况时, 汤森路透要求客户填写并交回的与服务相关的任何报告。

关联企业 —对汤森路透而言, 是指 Thomson Reuters Corporation 及其不时直接或间接控制的任何实体; 对客户而言, 是指客户不时直接或间接控制、受控于或与之处处于共同控制下的任何实体。"控制"是指有权指导或指引该等实体的管理或政策方向, 无论是通过持有有表决权的证券, 通过合同或其它方式。

协议 —相同主体间订立的受主条款管辖的所有订单、访问

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为"汤森路透风险"的产品或服务。

by these Master Terms, and other schedules, exhibits or addenda referred to or incorporated in them, each between the same parties.

Charges - the Fees and any applicable Related Charges.

Client Materials – means (a) information, software, or other materials provided to Thomson Reuters by or on behalf of Client, which Thomson Reuters is required to host, use or modify in the provision of a Service, (b) Client’s Contributed Data, and (c) material Users contribute to any Interactive Service.

Client Personal Data - the Personally Identifiable Information provided to Thomson Reuters for the purpose of the provision of the Services.

Confidential Information - 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 the Agreement, but excluding the information listed in clause 12.2 (Confidentiality Exceptions) and Contributed Data.

Contributed Data - information created by Thomson Reuters customers and provided to Thomson Reuters, and accepted by Thomson Reuters, for inclusion in any service of Thomson Reuters or its Affiliates for distribution to its customers.

Customer Portal - the website at <https://customers.reuters.com/home/> (or any replacement or alternative website created by Thomson Reuters and notified to Client), including the Third Party Terms Site.

Damage(s) - any loss, damage or cost.

Derived Data - Information modified by Client (e.g. perform calculations or combining it with other data) to such a degree that it cannot be recognized as deriving from the Information, reverse engineered or otherwise traced back to the Information, without an extraordinary amount of time and effort other than by the creator. All other Information that does not satisfy these criteria constitutes “Information.”

Disclosing Party - a party who discloses Confidential Information, and a party’s Affiliates who disclose Confidential Information.

Fees - fees Thomson Reuters charges for the supply of a Service as specified or referred to in the relevant Order Form(s) or related schedules.

Information - the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Client, except to the extent that the modified information is Derived Data. RICs are distinct from, and shall not comprise, “Information”.

服务申报书，以及其中引用或包含的其它附表、附件或附录。

费用 — 服务费及任何适用的相关费用。

客户材料 —是指 (a)由客户提供或代表客户提供给汤森路透的，要求汤森路透在提供服务时托管、使用或修改的信息、软件或其它材料，(b) 客户输入数据，以及 (c) 用户在任何交互式服务中提交的材料。

客户个人数据 — 为了提供服务的目的而提供给汤森路透的个人身份识别信息。

保密信息 —一方在协议履行过程中披露的，接收方合理应知晓其需要保密的，具有业务、财务或技术性质的任何形式（包括口头和书面）的信息。但不含第 12.2 条（**保密例外**）所列的信息以及**输入数据**。

输入数据 — 由汤森路透客户创建并提供给汤森路透，经汤森路透接受后用于包含在汤森路透或其关联企业的任何服务中，以便向其客户发布的信息。

客户区网站 — 网址为<https://customers.reuters.com/home/>的网站（或汤森路透创建并通知客户的任何替换/替代网站），包括**第三方条款网站**。

损害 — 任何损失、损害或花费。

衍生数据 — 信息被客户修改（例如进行计算或与其它数据结合）至创建者以外的人如不付出大量的时间和精力，将无法辨认其衍生自信息，或无法将其通过反向工程或其它方式回溯至信息的程度。所有不符合该标准的其它信息都属于“信息”。

披露方 — 披露保密信息的一方，以及披露保密信息的一方的关联企业。

服务费 — 汤森路透针对相关订单或附表中所列明或提及的服务收取的费用。

信息 — 相关服务中包含的原始形式的信息（包括但不限于数据、文本、图像和声音记录），以及客户对该等信息可能的修改，但修改后的信息属于衍生数据的除外。**路透代码表（RIC）**是一种单独的形式，不构成“信息”。

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

Interactive Services - features that allow users to contribute content or facilitate interactivity among users (such as instant messaging, chatrooms, forums, polls or bulletin boards), other than those the parties agree in writing are private to Client.

Intellectual Property Rights - 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.

Master Terms - this document, including its Schedules, as amended from time to time.

Materials - hardware, Software, and related documentation supplied by Thomson Reuters or its Affiliates.

OECD CPI - the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the country in which that Client is located. The change in the OECD CPI is calculated as the annual percentage change from the OECD CPI published on the last business day in July preceding the date the price increase takes effect.

Order Form - the Thomson Reuters form Thomson Reuters has accepted that lists or describes the services and products to be supplied to Client, including any statement of work Thomson Reuters has accepted that details the professional services Client orders.

***Permitted Records** - means: (A) in the case of Services containing Screening Content either: (i) any maximum number of customer records that Client may screen against the Information (as an example, if Client holds three different records for the same customer, these will constitute three Permitted Records); or (ii) any maximum number of records from the Information supplied by TR accessed or consumed by Client's Users or applications used by Client, in each case as specified in the Order Form; and (B) in the case of any Services branded as FATCA: (i) Reporting Services, the number of reporting financial institutions whose data may be loaded into the FATCA Reporting Service; or (ii) Identity Services the maximum number of legal entities whose data are permitted to be loaded into the Product.

Personally Identifiable Information - Any information relating to an identified natural person or a natural person who can be identified directly or indirectly, by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

***Professional Service** - any Services, such as implementation, customization, specialist support, training and consulting services, that may be performed to Client's specific requirements, as identified on the statement of work.

交互式服务 — 允许用户提交内容或有助于用户之间互动（例如实时通信、聊天室、论坛、投票或电子公告牌）的功能，但双方当事人之间书面约定为**客户**所专有的除外。

知识产权 — 附着于并与专利、商标、服务商标、商号和**服务名称**、版权、专有技术及商业秘密有关的数据库权利、设计权利及相关精神权利；以及所有具有类似性质或拥有类似或同等效力，且存续于世界各地的现存的或将来产生的权利或保护形式。

主条款 — 经不时修订的本文件，包括其**附表**。

材料 — **汤森路透**或其**关联企业**提供的**硬件**、**软件**和相关文档。

经济合作与发展组织居民消费价格指数 (OECD CPI) — 指可适用于**客户**所在地域的、由**经济合作与发展组织 (OECD)**公布的居民消费价格指数（所有项目）；如果**协议**是与在**OECD**适用地区以外的**客户**签订的，则指**客户**所在国家当地相应的居民消费价格指数。指数变化将随着价格上涨生效日前的七月份最后一个工作日公布的**经济合作与发展组织居民消费价格指数 (OECD CPI)**的年度百分比变化来计算。

订单 — 已被**汤森路透**接受的，列举或描述了将向**客户**提供的服务和产品的**汤森路透**表单，包括已被**汤森路透**所接受的任何详细说明了**客户**所订购之专业服务的工作说明书。

许可记录** — 指 (A) 在**服务**包含**筛查内容**时：(i) **客户**可能针对**信息**筛查的任何最大数量的顾客记录（例如，若**客户**持有同一顾客的三份不同记录，该等记录将构成三份**许可记录**）；或 (ii) **汤森路透**供应的、且被**客户**的**用户**访问或消费的**信息**中任何最大数量的记录或者**客户**使用的**应用程序**中任何最大数量的记录，在每一情况下如**订单**中所列明的；和 (B) 当任何**服务**以**FATCA**冠名时：(i) 对于**报告服务**，报告金融机构（其数据可上传至**FATCA*报告服务**）的数量；或 (ii) 对于**身份服务**，法律实体（其数据被允许上传至**产品**中）的最大数量。

个人身份识别信息 — 与可识别自然人相关的任何信息，或与通过信息控制方或任何其他自然人或法人可能使用的合理方式、直接或间接可以被识别的自然人相关的任何信息。

***专业服务** — 指在工作说明中列明的任何**服务**，且其根据**客户**的具体要求提供，例如实施、定制、专业支持、培训和咨询服务。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

Receiving Party - a party, or a party's Affiliates, who receives Confidential Information from the Disclosing Party.

Related Charges - those charges which are specified on the Order Form or related schedules as being Related Charges, or which are indicated in the Agreement as being charges additional to the Fees, which may include: (a) installation, relocation and removal charges; (b) charges for certain items of support such as those described in Clause 9.3; (c) charges for communications networks and facilities used to deliver Services; and (d) charges for information, materials and other services provided by certain third parties (such as stock exchanges or other information providers).

RIC(s) - RIC symbols and/or Reuters Instrument Codes, the set of proprietary symbols developed and maintained by Thomson Reuters or its Affiliates.

Schedule(s) - schedule(s) that are attached and incorporated into this document, as required (e.g., setting out additional or specific terms and conditions relating to certain categories or types of Services).

***Screening Content** - means the content contained in any Service which is indicated on an Order Form as a "screening" Service or referenced as falling within a "Screening" Business Activity, including but not limited to content from any of the following databases: (i) "World-Check"; (ii) "Country-Check"; (iii) "Iran Economic Interest"; (iv) "Sanctions & Enforcements"; (v) "Adverse Media"; (vi) "Vessels".

Service(s) - any services or products Thomson Reuters supplies pursuant to an Order Form, which may include Information or Materials as a service.

Software - the object code version of the software (including Updates, Upgrades and application programming interfaces (APIs)) and related documentation provided by Thomson Reuters or its Affiliates.

Subsidiary - an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

***Third Party Host** - means any third party platform provider which has a separate contract with Client for the provision of that platform and/or third party reseller of the Information as may be set out on the Order Form.

Third Party Provider - a third party (other than a party and its Affiliates) whose Information, Materials or services are included or used in a Service.

Updates - any bug fixes, service packs or patches, or maintenance releases to the Services.

Upgrade - any release or version of a Service which includes new features or additional functionality.

接收方 — 从披露方处接收保密信息的一方或其关联企业。

相关费用 — 指在订单或相关附表中列明的**相关费用**，或在协议中规定的**服务费**之外的额外加收的费用，可能包括：(a) 安装、重置和移出费用；(b) 特定支持项目的费用，例如第9.3条中的费用；(c) 用于交付**服务**的通信网络和设施的费用；以及 (d) 特定第三方（例如证券交易所或其它信息提供商）所提供的信息、材料和其它服务的费用。

路透代码表 (RIC(s)) — 指RIC符号和/或**路透金融工具代码**，是**汤森路透**或其**关联企业**开发并维护的一组专有符号。

附表 — 本文件所附加并纳入本文件的必要附表（例如规定与特定类别或类型**服务**有关的附加或具体条款和条件）。

***筛查内容** — 指订单中的任何被列为“**筛查**”**服务**的**服务**中所包含的内容或任何被引用为“**筛查**”**业务行为**范围内的**服务**所包含的内容，包括但不限于来自任何以下数据库的内容：(i) “**世界检索**”；(ii) “**国别检索**”；(iii) “**伊朗经济利益**”；(iv) “**制裁和强制执行**”；(v) “**不良媒体**”；(vi) “**船舶**”。

服务 — **汤森路透**根据**订单**提供的任何**服务**或**产品**，可能包括作为**服务**的**信息**或**材料**。

软件 — **汤森路透**或其**关联企业**提供的目标代码版本的软件（包括**更新**、**升级**和应用程序接口 (APIs)）以及相关文档。

子公司 — 一方直接或间接拥有其50%以上的已发行股本并对其实施直接或间接控制的**关联企业**。

***第三方托管方** — 指就平台的提供与**客户**另行订立合同的任何第三方平台提供方和/或**订单**中规定之**信息**的第三方分销商。

第三方提供商 — 其**信息**、**材料**或**服务**被包括在或用于**服务**中的任何第三方（**协议**双方及其**关联企业**除外）。

更新 — 针对**服务**的任何漏洞修复、**服务包**或**补丁**、或维护版本发布。

升级 — 任何包含新特征或额外功能的**服务**版本（或发布）。

*Provision is only applicable to a Product or Service branded as a "Thomson Reuters Risk" product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。

User – (a) each individual employed by Client, or contractor acting under Client’s direction in the ordinary course of Client’s business, in each case authorized or allowed by Thomson Reuters to access the relevant Service; (b) in the context of Access Declarations, such employees or contractors of Client’s Subsidiaries; or (c) each group of individuals specifically designated as a User on an Order Form.

用户 — (a) 汤森路透授权或允许其访问相关服务的，受雇于客户的个人或在客户正常业务过程中根据客户指示行事的承包商；(b)对于访问服务申报书而言，用户还指客户子公司的员工或承包商；或者 (c) 在订单中特别指定为用户的群组。

*Provision is only applicable to a Product or Service branded as a “Thomson Reuters Risk” product or service from the Thomson Reuters Risk Division.

*条款仅适用于提供来自于汤森路透风险部门、品牌为“汤森路透风险”的产品或服务。