



The terms of this Schedule (the “*Professional Services Schedule*”) apply in addition to the Master Terms to all Professional Services provided to Client.

除主条款之外，本附录（“*专业服务附录*”）的条款亦适用于向客户提供的专业服务。

1. SCOPE

1. 范围

1.1. This Professional Service Schedule will apply whenever a Client subscribes to Professional Services under an SOW. Capitalized terms used in this Professional Services Schedule are defined in the Master Terms or in clause 11 below.

1.1. 本专业服务附录在客户订购工作说明书项下的专业服务时适用。本专业服务附录中使用的加黑术语具有主条款或下述第 11 条中所定义的含义。

1.2. In some cases additional or modified rights to those provided in this Professional Services Schedule apply to particular SOWs, and these are set out in the SOW.

1.2. 在某些情形中，本专业服务附录所规定权利之外的附加权利或修改后的权利适用于特定的工作说明书，且该等权利规定于工作说明书中。

2. PROVISION OF PROFESSIONAL SERVICES

2. 专业服务的提供

TR will provide the Professional Services identified on the SOW to Client. The Professional Services will be provided at TR's premises unless a Site is specified on the SOW in which case they will be provided at the Site.

汤森路透将向客户提供工作说明书中列明的专业服务。专业服务将在汤森路透的场所提供，除非工作说明书中指定一处场所则将会在该场所提供。

3. CLIENT OBLIGATIONS AND TIMETABLE MANAGEMENT

3. 客户义务及时间安排管理

3.1. Client will take all reasonable steps to ensure the health and safety of any TR personnel carrying out the Professional Services while they are at the Client's premises.

3.1. 当汤森路透提供专业服务的人员在客户的场所提供专业服务时，客户将会采取所有合理措施确保其健康与安全。

3.2. The provision of the Professional Services are dependent upon Client, at all times and in a timely manner:

3.2. 专业服务的提供依赖于客户始终和及时地：

(a) supplying a qualified project manager to represent Client and co-operate and work with TR during the entire Professional Services engagement;

(a) 派出一名合格的项目经理代表客户并在汤森路透提供专业服务的整个期间内配合汤森路透并与汤森路透合作；

(b) providing TR personnel with access to the Site(s) and such equipment, systems and technical services as they may reasonably require for the performance of the Professional Services, subject to clause 8.2;

(b) 受制于第 8.2 条的规定，向汤森路透人员提供进入场所并接触其提供专业服务可能合理需要的设备、系统和技术服务的权限；

(c) ensuring that TR has such access to and full co-operation of the technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;

(c) 确保汤森路透可接触以下人士并获得其全面配合：客户的技术及管理人员，以及拥有汤森路透合理所需的适当的技能、经验以及知识的任何适用的第三方；

(d) providing TR with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by TR;

(d) 向汤森路透提供其合理需要的具有充分细节、准确、完整的信息、规格或说明；

(e) ensuring that any equipment, operating systems and other software which TR is requested by Client to use or modify and any material or information provided to TR is either owned by Client or that Client has all necessary rights to authorise TR to use or modify it; and

(e) 保证客户请求汤森路透使用或修改的任何设备、操作系统和其他软件以及提供给汤森路透的任何材料或信息，均是客户所拥有的，或客户拥有全部必要权利以授权汤森路透使用或修改；且

(f) performing any additional obligations or dependencies

(f) 履行工作说明书中规定的任何额外义务或依赖性

specified in the SOW.

3.3. Where TR is prevented from performing its obligations under the SOW as a result of any failure or delay by Client to perform its obligations or dependencies under the Agreement then, without prejudice to TR's other rights or remedies, TR shall be entitled to:

- (a) request a meeting with Client's senior management and Client shall make relevant personnel from its senior management available to discuss and, where applicable, agree the reasons for and the consequences of such failure or delay; and/or
- (b) submit a CCN (as defined below) for execution by Client, which sets forth any amendments to the provisions of the Agreement as a result of any such delay or failure by Client, including the Fees and/or the Timetable. Client shall not unreasonably withhold or delay agreement under this clause 3.3.

3.4. Without prejudice to any other right or remedy available to TR, TR will not be liable for any failure to comply with any Timetable or any other obligation under the Agreement, if such failure is as a result of Client's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

4. DELIVERY AND ACCEPTANCE

4.1. Where the SOW specifies that there are Acceptance Criteria for the Deliverables, the following terms apply:

- (a) TR will use reasonable endeavours to complete the Deliverables and submit them for acceptance testing by Client in accordance with the Timetable.
- (b) Upon receipt of the Deliverable(s), Client shall promptly test the Deliverable(s) to determine whether they conform substantially to the Acceptance Criteria. Acceptance of the Deliverables will occur on the earlier of the date: (i) on which Client indicates in writing to TR that the Deliverables substantially conform to the Acceptance Criteria or are otherwise accepted; (ii) on completion of the Deliverable Acceptance Period if, within that period, Client fails to notify TR of any substantial non-conformances to the Acceptance Criteria in accordance with clause 4.2 below; (iii) on which TR can reasonably demonstrate that the Deliverables substantially conform to the Acceptance Criteria; or (iv) after the Deliverables have first been used by Client in a production environment.

4.2. If Client determines that the Deliverables do not substantially conform to the Acceptance Criteria, Client shall submit to TR a list of all such non-conformances together with evidence of such non-conformances in a format reasonably specified by TR from time to time (an "Acceptance Test Report").

4.3. Client shall notify TR of acceptance or submit an Acceptance Test Report in each case by email, marked "Acceptance Test Report" in the subject heading, to TR's customer support department and its account manager at the email addresses notified by TR from time to time.

事项。

3.3. 如由于**客户**没有或迟延履行其在**协议**项下的义务或依赖性事项, 导致**汤森路透**不能履行其在工作说明书项下的义务, **汤森路透**应有以下权利, 且不妨碍**汤森路透**的其他权利和救济:

- (a) 要求与**客户**的高级管理层召开会议, **客户**应当从其高级管理层中安排相关人员参与协商, 并在适用的情形下同意该等未履行或迟延履行原因及后果; 及/或
- (b) 提交一份**变更控制说明**(定义见下文)供**客户**签署, 在其中规定由**客户**未履行或迟延履行导致的任何对**协议**条款的修改, 包括**费用**和/或**时间表**。**客户**不得合理地拒绝或迟延作出本第 3.3 条款下的同意。

3.4. 如果由于**客户**不履行或迟延履行其在**协议**中的义务或依赖性事项, 导致**汤森路透**未能遵循任何**时间表**或**协议**项下的其他任何义务, **汤森路透**将不对此承担责任, 且此不会损害**汤森路透**所有的其他任何权利或救济。

4. 交付与验收

4.1. 如果**工作说明书**规定对**交付物**有**验收标准**时, 以下条款将适用:

- (a) **汤森路透**将尽合理努力完成**交付物**, 并按照**时间表**将其提交给**客户**接收检验。
- (b) 收到**交付物**后, **客户**应快速检验**交付物**来确定其是否实质性与**验收标准**相符。以下日期中较早日视为**交付物**的接收日: (i)**客户**书面通知**汤森路透****交付物**与**验收标准**实质性相符或以其他方式被接收之日; (ii)**交付物**验收期满之日, 且在该期限内, **客户**未按以下第 4.2 条通知**汤森路透**有任何与**验收标准**实质性不符的情形; (iii)**汤森路透**能够合理证明**交付物**与**验收标准**实质性相符之日; 或 (iv)在**交付物**第一次被**客户**用于生产环境后。

4.2. 如果**客户**认定**交付物**与**验收标准**实质性不符, 则**客户**应按照**汤森路透**不时规定的合理格式提交包含所有不符情形的清单以及该等不符情形的证据 ("**验收测试报告**")。

4.3. **客户**应当在每一情况下以电子邮件的形式, 将接收通知**汤森路透**或提交**验收测试报告**, 且在标题中标明"**验收测试报告**", 发送至**汤森路透**不时通知的客户支持部及其客户经理的电子邮箱。

4.4. If the Deliverables are not accepted pursuant to clause 4.1(b), TR may modify the Deliverables and re-submit them to Client for acceptance and the provisions of clauses 4.1(b), 4.2 and 4.3 shall apply only to such re-submission(s).

4.5. If no Acceptance Criteria are specified in the SOW then Client shall be deemed to have accepted the Deliverables upon delivery.

5. CHANGE CONTROL

5.1. Either party may request changes to the Professional Services, the Deliverables and/or its Specification, the Timetable or the Fees by submitting a request to the other party in writing (including by email), marked "Change Control Request" in the subject heading and conforming with any other format requirements advised by TR.

5.2. TR shall carry out an initial assessment of the change request, including seeking further information from Client where required and shall respond to Client stating whether in principle TR is prepared to carry out the requested change. TR may reject a change request, acting reasonably.

5.3. Client shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by TR in order to respond to a change request as soon as reasonably practicable.

5.4. Where TR agrees in principle to a change, TR shall prepare and submit to Client a formal change control note (a "CCN") setting out: (i) the scope and impact of the change, including changes to the scope of the Specification and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement, including the Fees, as the case may be.

5.5. No requested change shall have effect unless and until each party has signed the relevant CCN.

6. USAGE PERMISSIONS AND RESTRICTIONS

Subject to the terms of the Agreement, TR grants Client a limited, non-exclusive, non-transferable, permission during the Term to use the Deliverables for the Client's internal business purposes to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or modifications to TR's standard Software or other Services, permission to use the Deliverable is granted on the same basis as that which applies to the relevant Software or other Services. Note that clause 5.2 (Usage Restrictions) of the Master Terms apply to the Deliverables.

7. INTELLECTUAL PROPERTY

Client agrees that all intellectual property rights in Deliverables developed by or on behalf of TR as part of any SOW are and will remain the exclusive property of TR.

8. PERSONNEL

8.1. TR will take reasonable steps to ensure that any of its

4.4. 如果根据第 4.1(b)条交付物未被接受, 汤森路透应修改交付物并将其重新提交给客户验收, 第 4.1(b)条、第 4.2 条及第 4.3 条的规定应仅适用于此类重新提交。

4.5. 如果工作说明书中没有规定验收标准, 则交付物在交付时视为已被客户接受。

5. 变更控制流程

5.1. 任何一方都可以向另一方以书面形式(包括通过电子邮件)发送请求, 要求变更专业服务、交付物和/或其规范、时间表或服务费, 请求文件的标题应标明“变更控制请求”并遵守汤森路透告知的其他任何格式要求。

5.2. 汤森路透应当对变更请求进行一项初步评估, 包括必要时向客户寻求更多信息, 并应回复客户, 从原则上表明汤森路透是否已准备好实施请求的变更。汤森路透可以合理地拒绝一项变更请求。

5.3. 客户应当配合汤森路透并提供汤森路透合理请求的信息及协助(包括安排合适的人员参加会议), 以便在合理可行的情况下尽快对变更请求做出回应。

5.4. 如果汤森路透原则上同意变更, 汤森路透应准备并向客户提交一份正式的变更控制说明(“变更控制说明”), 在其中规定: (i)变更的范围及影响, 包括对规范及时间表范围的变更; 以及(如适用), (ii)协议条款所要求的其他任何附带变更, 包括服务费(视情况而定)。

5.5. 除非各方已经签署了相关的变更控制说明, 否则任何请求的变更都不得生效。

6. 使用许可与限制

受限于协议的条款, 在期限内, 为客户的内部业务目的, 汤森路透授予客户在正常使用专业服务所要求的限度内, 一项有限、非排他、不可转让的使用交付物的许可。当交付物包含对汤森路透标准软件或其他服务的配置或修改时, 使用交付物的许可与适用于相关软件或其他服务的许可在相同的基础上被授予。请注意, 主条款第 5.2 条(使用限制)适用于交付物。

7. 知识产权

客户同意, 由汤森路透开发或代表汤森路透开发的作为任何工作说明书一部分的交付物中的所有知识产权现在是并且将始终是汤森路透的专有财产。

8. 人员

8.1. 汤森路透将采取合理的措施确保其在场所提供专业服

<p>personnel performing the Professional Services at the Site will comply with any reasonable security, health and safety or confidentiality requirements of Client relating to that Site that are notified in advance.</p>	<p>务的任何人员将遵守客户事先已告知的有关场所的任何合理的安保、健康和安全或保密要求。</p>
<p>8.2. TR shall bring to the Site any equipment that it is required to as specified in the SOW.</p>	<p>8.2. 汤森路透应将工作说明书中所规定的要求其带至场所的任何设备带至场所。</p>
<p>8.3. Client agrees that during the term applying to the Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of TR, directly or indirectly employ or engage or solicit for employment or engagement any employee of TR provided that Client shall not be in breach of this clause 8.3 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.</p>	<p>8.3. 客户同意在适用于专业服务的期限内及此后十二(12)个月内,其将不会在未经汤森路透书面同意的情形下直接或间接雇佣、聘用或招揽汤森路透的任何员工,但前提是,如果雇佣是由于回应一般大众招聘广告的或是非针对相关员工的人才选拔产生的,则客户不违反本第8.3条。</p>
<p>9. INDEPENDENT CONTRACTOR</p>	<p>9. 独立承包商</p>
<p>TR and Client agree that TR is an independent contractor.</p>	<p>汤森路透和客户同意, 汤森路透为独立的承包商。</p>
<p>10. SURVIVAL OF TERMS</p>	<p>10. 条款存续</p>
<p>Clauses 7 and 8.3 of this Professional Services Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.</p>	<p>本专业服务附录第7条和第8.3条以及根据其性质应当继续有效的其他任何条款应在协议或适用的专业服务终止后继续有效。</p>
<p>11. DEFINITIONS</p>	<p>11. 定义</p>
<p>Acceptance Criteria - the acceptance criteria for the Deliverables as described on the SOW.</p>	<p>验收标准 — 工作说明书中规定的对交付物的验收标准。</p>
<p>Deliverable - any deliverable or output to be provided to Client in connection with a Professional Service as set out in the SOW, excluding any Client Materials contained in the Deliverables and standard Software and Documentation provided by TR.</p>	<p>交付物 — 根据工作说明书提供给客户的有关专业服务的产品或成果,不包括交付物中的任何客户材料和汤森路透提供的标准软件与文档。</p>
<p>Deliverable Acceptance Period – means, unless otherwise set out in the SOW, in relation to a documentary Deliverable, a period of five (5) days following submission of the documentary Deliverables for acceptance and in relation to other Deliverables, a period of ten (10) days following submission of the Deliverable for acceptance.</p>	<p>交付物验收期 — 指除非工作说明书另有规定,就文件性的交付物而言,为文件性的交付物被提交验收之日起五(5)日的期限,其他类型的交付物则为提交验收之日起十(10)日的期限。</p>
<p>Specification - where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW.</p>	<p>规范 — 工作说明书规定或提及的交付物的功能和/或技术要求的规范(如适用)。</p>
<p>SOW - any written statement of work governed by the Master Terms detailing the Professional Services Client orders which has been accepted by TR.</p>	<p>工作说明书 — 受主条款约束的详细说明客户订购且已由汤森路透接受的专业服务的任何书面的工作说明。</p>
<p>Timetable - the timetable set out in the SOW for the provision of the Professional Services and delivery of any Deliverables.</p>	<p>时间表 — 工作说明书中规定的提供专业服务和交付任何交付物的时间表。</p>