

*In 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.

在主條款中，「客戶」、「Thomson Reuters」或「TR」（下稱「雙方當事人」）係指經相關訂單確認之主體。主條款之若干條款僅適用於特定服務。該等特定服務條款及條件僅於客戶就該服務簽署訂單時始有適用。除了主條款之內容外，當某一服務：(a)包含資訊之提供時，應適用資訊服務附件；(b)包含軟體之提供時，應適用軟體服務附件；(c)包含篩選內容之提供時，應適用篩選服務附件；(d)包含專業服務之提供時，應適用專業服務附件。主條款中粗體型式用語，除另行定義外，以下述第 19 條之規定為準。

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.

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

1. 一般條款

1.1 **雙方當事人。** 雙方當事人及其關係企業得訂定受主條款拘束之訂單。當訂單由某一關係企業訂定時，協議中所稱之「Thomson Reuters」或「TR」，係指 Thomson Reuters 之關係企業，協議中所稱之「客戶」，係指客戶之關係企業，且「雙方當事人」或「當事人」應為相同之理解。

1.2 **優先順序。** 倘協議之內容彼此抵觸時，應按以下優先順序適用（除非任何特定條款另有明文規定）：訂單、附件、主條款（附件除外）。惟第 6 條（第三方供應商限制）優先適用於協議中任何與之抵觸的條款。

1.3 **語言版本。** 若協議之英文文本與協議之中文譯本間存有任何差異，以協議之英文文本為準。

2. 期限

主條款應於訂單中規定之生效日（以下簡稱「生效日」）起生效，且將於任何服務有效期間內均有效。除訂單中另有規定外，每項服務（及所授與之任何許可）之第一個有效期間為首次提供服務日之次月第一日起算一年，並於每次有效期間屆滿時自動更新一年，但任一方當事人於各次有效期間屆滿前 90 天通知他方當事人不再續約者，不在此限。

3. 費用

3.1. **費用的支付。** 客戶將於發票日後 30 天內支付費用，不得抵銷、作反向請求或扣減。經常性費用從 Thomson Reuters 開始提供相關服務日之次月第一日起算，直到服務終止提供當月之最後一日結算。Thomson Reuters 對於到期未付與 Thomson Reuters 之所有金額，得按每月 1% 或法律允許之最高利率（以較低者為準）加收服務費。

3.2. **稅金的支付。** 費用皆不含稅金，且客戶須支付所有應適用之稅捐及關稅（包括扣繳稅款、增值稅或其他稅負，但不包括對 Thomson Reuters 課徵之所得稅）。客戶須向 Thomson Reuters 提供其已支付之任何扣繳稅款、或其擬請求之任何免稅之書面證明。倘客戶有義務扣繳或扣除費用之任何一部，Thomson Reuters 應有權向客戶收取該筆金額，以確保 Thomson Reuters 對於費用之稅後淨收入，與其支付不含稅金或其他稅賦之金額相同。

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 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

3.3. 服務費調整。 於服務有效期間，Thomson Reuters 得得每年上調或調整各年度服務費之計算基準（下稱「年度調整」），並於至少 90 天前以書面通知客戶。倘 Thomson Reuters 僅因年度調整之故，上調服務費之幅度超過 5% 或經濟合作暨發展組織消費者物價指數（OECD CPI）之變動幅度（以高者為準），客戶得於 TR 通知後 30 天內通知 Thomson Reuters 終止受影響之服務。該服務之終止於上調或調整生效起發生效力。

3.4. 相關費用調整。 Thomson Reuters 得隨時上調任何經常性之相關費用。通訊網路和設施之相關費用得於前一年 10 月 1 日當日或之前通知客戶後上調，並於每年 1 月 1 日起生效。Thomson Reuters 將盡力提前通知客戶其他相關費用之上調，惟若 TR 未收到第三方之充分事先通知，則其毋須提前通知客戶。

3.5 超額使用 服務之使用僅限於應適用之訂單所定之範圍。倘客戶之使用範圍超出訂單所定之限制（例如使用人數、交易次數（包含退回）、公司及/或領域），Thomson Reuters 應有權就超額使用，依訂單所定之費率或當時 TR 之價格，以高者為準（就永久授權而言，額外費用應為一次性調整，就訂閱授權而言，額外費用應依初次使用條款或更新條款之差額按比例分配），收取額外之費用。*當訂單指明許可紀錄之數量限制、或當客戶應負責管理服務之使用者時，客戶應以書面通知 Thomson Reuters 任何許可紀錄之及/或客戶授權使用人數之增加，TR 並保留依該等增加而提高服務費用及所按之比例之權利。於生效日之每一週年，服務費用應自動提高以反映自上一年度起任何許可紀錄及/或使用人之增加。

3.6.*交易費用 當服務費用依照訂單或任何其他工作說明書而包含交易時（下稱「交易費用」），Thomson Reuters 應於每個曆月結束時提供客戶每月收據，詳細說明客戶服務之使用及客戶於相關月份中產生之交易費用。倘客戶已以預付為基礎事先支付交易費用（下稱「預付款」），於每月結束時，Thomson Reuters 應扣除預付款，該數額應與相關月份中應付之交易費用相同。預付款不予退還，且僅得針對相關服務予以贖回。Thomson Reuters 無須負擔預付款之利息。倘客戶之交易次數超過預付款涵蓋之次數，Thomson Reuters 將於 TR 自行決定之時點，就超過金額開立發票向客戶請款。

4. 履約和合規

4.1 雙方的義務。 Thomson Reuters 將以合理技能與審慎態度為客戶提供服務。Thomson Reuters 提供服務且客戶使用服務應遵守：（a）運行或使用服務的操作規格；以及（b）應適用之法令之要求。倘客戶被允許得授權關係企業使用服務之任何部分，客戶應確保該關係企業如客戶本身一樣遵守適用於客戶之所有協議條款。

4.2. 出口管制及制裁。 客戶將不會以任何可能違反任何司法管轄區，包括美國、歐盟及其成員國的任何關於應適用之出口管制或經濟制裁法令的方式，取得、保留、使用或允許關係企業或任何第三方使用服務。客戶保證，其自身或客戶允許使用服務的任何關係企業都不是這些法律所指定實體或被制裁實體或與之有關聯的實體，並

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 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

且在任何涉及**湯森路透**的交易中，亦不會涉及被制裁方，包括但不限於使用在被制裁銀行開立之銀行帳戶進行交易。

4.3.***TR 主辦服務** 當 Thomson Reuters 代表客戶主辦服務或向客戶提供其主辦之服務時，TR：

- (a) 應提供客戶登入之細節，並讓使用者得透過網際網路於主辦網站使用服務，但客戶之使用者必須提供正確登入細節以確認其身分；
- (b) 得為維修、網路更新或其他與網頁相關之工作之目的，暫停服務之提供，且在合理可行之情況下，其應於服務期間向客戶就服務之暫停提供合理之事先通知，或提供書面通知，包含以電子郵件之方式；及
- (c) 應盡其商業上合理之努力，(i)維持商業上合理之服務提供者之能力及連結網頁之能力；(ii)除依第4.3(b)條之規定所為之工作外，讓使用者每日二十四(24)小時皆可於網頁上使用服務；及(iii)倘服務發生計畫外之干擾或終止，恢復服務之提供。

5. 使用許可及限制

5.1. **使用。** TR 允許客戶在主條款及相關附件及/或訂單規定之使用範圍內使用服務。與服務有關之素材及通訊設施或網路，僅得使用於取得服務及協議授與權利所生之利益。Thomson Reuters 得向客戶提供一公開之 API 以達成服務與任何其他軟體程式技術間之互用性，倘有適用，客戶得 TR 當時之費用(倘有)使用該 APIs。

5.2. 使用限制。

- (a) 客戶不得：(i)複製或修改服務的任何部份；(ii)以白標籤的方式(即顯示其他方之服務商標並作為其他方之服務提供)使用或提供服務，或以其他方式為任何第三方之利益(但協議項下明確允許使用服務之第三方除外)使用或提供服務；(iii)將 Thomson Reuters 或以其名義提供之任何素材、通訊設施或網路，用除接收和正確使用服務以外之目的；或(iv)對軟體進行合併、反編譯或反向工程(惟如法令明文規定得為實現與其他技術之相容性進行修改，且相關權利無法以協議修訂時，不在此限)或修改軟體的檔案名。
- (b) 客戶不得轉讓或轉授權隨服務提供之任何資訊、素材或其他權利。

5.3. **互動式服務。** 部份服務包含**互動式服務**。客戶接受並應確保其用戶遵守 http://thomsonreuters.com/products_services/financial/codeofconduct_interactivesvcs/ 所載條款及遵守 **Thomson Reuters** 通知用戶關於適用在**互動式服務**之任何其他類似條款。**Thomson Reuters** 並不對透過**互動式服務**張貼的素材進行經常性監控，也不承擔任何責任。**互動式服務**不屬於交易服務，透過**互動式服務**開展的任何交易由客戶自行承擔風險。

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 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 Service 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 Thomson Reuters 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.

5.4. **試用和測試。**除經 Thomson Reuters 另為通知外, 服務的 所有試用或測試均受協議條款的拘束。

5.5 ***於安裝及主辦時客戶之義務**

(a) 當相關服務將透過第三方主辦人提供時:

(i) 客戶應負責依第三方主辦人其產品及服務及/或透著其產品或服務取得之服務之規定, 持續取得 第三方主辦人之授權並支付該等費用; 及

(ii) Thomson Reuters 無須就任何第三方主辦人未能提供 服務予客戶或其使用者、或任何客戶或其使用 人未能於第三方主辦人之處使用服務負責。

6. 第三方供應商限制

6.1. **第三方供應商限制。**第三方供應商可能對其資訊、素材 或服務的使用施加額外的限制, 並且可能不時修改該限 制條款。這些限制可能包括禁止特定類型的使用, 或要 求客戶透過 Thomson Reuters 或直接向相關第三方供應 商報告使用情況, 或取得其同意或支付額外的費用。客 戶可在 www.thomsonreuters.com/3ptyterms (以下簡稱 「**第三方條款網站**」), 或者(在部份情況下)在相關 服務中查看**第三方供應商**已經提供給 Thomson Reuters 的限制規定。Thomson Reuters 將以商業上合理努力確 保**第三方條款網站**或**服務**(若相關)提供每家相關**第三 方供應商**的最新政策。**第三方條款網站**的變更將每季度 在**客戶入口網站**上發布, Thomson Reuters 將盡力在變 更生效前 30 天通知**客戶**, 但若 Thomson Reuters 未 收到第三方的充分事先通知則可能無法提前通知。這些 限制按照與本協議任何其他條款相同方式對**客戶**產生拘 束力。

6.2. **第三方供應商指示。**第三方供應商有權要求 Thomson Reuters 限制、中止或終止客戶對該**第三方供應商**的資 訊、素材或服務的使用權限。若 Thomson Reuters 採取 任何上述行動, 其將 (a) 盡合理努力提前通知**客戶**, 但 (b) 不對**客戶**因此可能遭受的任何**損害**承擔責任。

6.3. **向第三方供應商報告。**Thomson Reuters 可能向**第三方 供應商**提供客戶對該**第三方供應商**的**資訊、素材**或**服務** 之使用詳情, 及任何相關疑似違反本協議規定情況之詳 情。

7. 智慧財產權和意見回復

7.1. **服務。**客戶確認, 在雙方當事人之間, **服務**(包括**資 訊、素材及 RICs**)中的所有**智慧財產權**(a) 屬於 Thomson Reuters 或其**關係企業**或**第三方供應商**所有, 並且 (b) 由 Thomson Reuters 特此保留該權利, 協議明 確授權者除外。客戶不得移除或隱藏**服務**中的任何專有 權利標記, 並在允許製作的任何副本中若包含該標記亦 不得為前述行為。

7.2. Client Materials and Feedback. Thomson Reuters 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.

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

7.2. 客戶素材及意見回復。Thomson Reuters 確認，於各方當事人間，客戶素材中之所有智慧財產權均屬於客戶所有、或客戶取得授權之人所有。只要該等資訊無法識別客戶或其任何個別使用者，Thomson Reuters 即得蒐集並使用所有與客戶使用服務之相關資訊，以進行測試、發展、提升及改進其產品及服務。倘客戶向 Thomson Reuters 提供有關 Thomson Reuters 產品及服務之任何意見回復，客戶授權 Thomson Reuters 及其關係企業使用該意見回復發展其服務及產品，並依據該意見回復創建並擁有衍生作品。

7.3. 名稱的使用。除提供服務時所必要者外，未經對方事先書面同意，任何一方都不得使用對方的名稱、商標或其二者之任何衍生產品，惟僅供內部使用或法令另有規定者除外，且對方沒有正當理由不得拒絕同意。

8. 安全

若服務提供給單個用戶，禁止用戶之間同時使用或共用服務。但客戶可於通知 Thomson Reuters 後，將服務從一個用戶轉移到位於同一國家或地區的另一個用戶。使用服務可能需要使用 Thomson Reuters 提供之密碼、智慧卡或其他安全設備（以下簡稱「安全憑據」）。該等安全憑據不得共用。TR 可能出於安全原因通知客戶或客戶的用戶變更安全憑據。任一方當事人將以合理努力（a）利用行業公認的檢測軟體掃描服務及其相關系統，檢測是否有專用於或旨在損害任何電腦或資料庫運行，或者阻止或妨礙任何程式或資料的存取或運行的代碼或設備，（b）根據行業公認標準保護其電腦環境的安全，以確保服務無法被任何未經授權的人或惡意軟體使用，並且（c）應就任何所知悉的安全違規行為進行救濟。

9. 支援

9.1. 提供之支援。為幫助解決與服務有關的技術問題，Thomson Reuters 提供以電話及/或網路方式連至其說明台，或可能提供自助工具。有關 Thomson Reuters 提供之支援之額外資訊，可於客戶入口網站獲取。客戶應向 Thomson Reuters 提供合理協助並及時允許 Thomson Reuters 存取客戶之系統或網站。於客戶場所提供支援時，Thomson Reuters 應遵守客戶事先書面提供之合理防護、健康、安全以及保密程序之要求。

9.2. 遠端支援。Thomson Reuters 可能會徵求客戶同意後在客戶系統中安裝軟體代理，以遠端提供支援或存取軟體。若客戶拒絕同意並且 Thomson Reuters 提供替代支援或存取途徑，則可能加收額外的費用。

9.3. 支援例外。若 Thomson Reuters 選擇為以下任何項目提供支援，則可能加收額外的費用：（a）因客戶或第三方資訊或素材導致的問題；（b）Thomson Reuters 事先告知客戶不提供支援的任何服務或任何服務版本；（c）客戶不遵守 Thomson Reuters 指示或規格導致的問題；（d）非位於或不符合協議規定運行環境的服務；（e）

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's Notice is the "Change Date". If a partial termination or modification in 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

非可歸責於 Thomson Reuters 的意外、修改、支援、搬遷或不當使用服務導致的問題；或 (f) 客戶的網路或運行環境。

10. 變更

10.1. 服務的變更。Thomson Reuters 可以不時修改服務，但不得改變其根本性質，惟第 11.1 條（外部因素）及第 11.2 條（淘汰）允許者除外。Thomson Reuters 將以合理努力通知客戶服務的重大變更。

10.2. 更新與升級。客戶應及時安裝 Thomson Reuters 提供之任何更新，以及 Thomson Reuters 免費向客戶提供之任何升級。Thomson Reuters 可能在收取額外費用後向客戶提供其他升級。

10.3. 技術變更。若 Thomson Reuters 提出變更任何服務的硬體、軟體、資料或通訊要求、格式或通訊協定，且將影響客戶的系統或客戶繼續接收服務的能力，則 Thomson Reuters 在情況允許的情形下，將於變更前至少提前三個月通知客戶，若要求變更客戶的硬體則須至少提前六個月通知客戶。但若第三方供應商提出這種變更，則 TR 將在合理可行的情形下通知客戶。

11. 終止與終止的後果

11.1 外部因素。若服務的全部或部份發生下列任何情況，Thomson Reuters 可以在發出通知（以下簡稱「Thomson Reuters 通知」）後終止服務的全部或部份，或者修改服務，或修改提供服務的條款：(a) 依賴於 Thomson Reuters 或 Thomson Reuters 關係企業與第三方之間的協議，且該第三方協議或第三方的素材或其他提供之資料被修改或被終止；(b) 變為非法或違反任何法令或任何監管機構的指引或要求；或者 (c) 成為主張侵犯或違反任何第三方權利之請求或可能請求之標的。Thomson Reuters 將盡力向客戶合理地提前通知相關終止或修改，但若觸發事件由第三方控制則可能無法通知。Thomson Reuters 通知所示之終止或修改生效日期為「變更日期」。若根據本第 11.1 條進行的部份終止或修改會根本性改變並損害服務性質或者服務中所授予權利，則客戶可以最遲在 Thomson Reuters 通知日期後 30 天內通知 Thomson Reuters 後終止受影響的服務。

11.2 淘汰。Thomson Reuters 得：(a) 於更新或升級（不論是否為相同服務名稱）通用後至少提前六個月通知後，淘汰服務之早期版本，及 (b) 至少提前六個月通知後，淘汰任何服務之整體。從該通知期間屆滿日起，Thomson Reuters 無義務提供或支援被淘汰之服務或服務版本。就 (a) 款所述之版本淘汰之情況下，除客戶於 Thomson Reuters 通知日期後向 Thomson Reuters 發出 30 天之通知而終止服務外，受影響服務之有效期間將繼續順延，且

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.

11.6 **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 TR 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's 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 TR has granted Client a perpetual right to Information or Materials, unless Thomson

新本須加收額外費用。就(b)款所述之服務淘汰之情況下，服務將會終止（除非 TR 已授與客戶永久使用軟體的權利）。

11.3 **暫停服務** 如有下列任何情況，Thomson Reuters 得於發出通知後暫停任何服務之全部或一部及與該服務有關之客戶權利：(a) Thomson Reuters 依據第 11.4 條（違約終止）或第 11.5 條（無力償債終止）之規定，有權終止服務；(b) Thomson Reuters 受違反協議影響之第三方供應商要求暫停服務；或(c) Thomson Reuters 因法令或任何相關監管機構之要求暫停服務；或(d)為保護 Thomson Reuters 之系統及安全。前述服務得暫停至 Thomson Reuters 確信相關情況已被補正時為止。於上述第(a)或(b)款允許之暫停服務期間內，客戶仍有義務支付費用。

11.4 **違約終止。**任一方當事人嚴重違反協議，並且違約行為 (a) 在違約方收到非違約方說明違約情況並要求補正的通知後 30 天內仍未補正，或 (b) 無法補正時。以上情況他方當事人都可在通知違約方後終止協議。但若嚴重違約僅涉及一項或多項服務（而非全部服務），非違約方僅能終止相關服務。

11.5 **無力償債終止。**任一方當事人都可在發生以下任何情況時通知他方後立即終止協議：(i) 他方與其債權人達成和解；(ii) 他方受法院命令停(歇)業；(iii) 他方已作成有效之決議決定停(歇)業（但為了合併或重組目的除外）；(iv) 他方已被任命為破產接管人、破產管理人、行政接管人或行政管理人；(v) 他方無力償還到期債務；(vi) 他方因債務在任何司法管轄區內採取或遭受與上述任何情形有關之任何行動。

11.6 **保全救濟。**本協議的任何規定都不妨礙 Thomson Reuters 或客戶向有管轄權的法院申請即時保全或類似的救濟程序，以防止或限制違反協議之情況。

11.7 **退款。**若 Thomson Reuters 以除上述第 11.4 條（違約終止）或第 11.5 條（無力償債終止）以外的理由終止服務，或者客戶依照協議賦予的權利終止服務，則客戶有權要求按比例退還客戶已經為被終止的服務事先支付的經常性服務費。

11.8 **刪除或歸還資訊和素材。**終止後（及在任何時候對於保密資訊），(a) 如應客戶要求且依本條（第 11.8 條）其他規定，TR 應及時歸還、刪除或銷毀客戶素材和客戶之保密資訊，且 (b) 如應 TR 要求，客戶應及時歸還、刪除或銷毀所有資訊、素材和 TR 之保密資訊。但任一方當事人可以為了以下要求保留副本且只能用於以下目的：(i) 遵守法令的要求，及 (ii) 使用於執行或捍衛一方當事人在協議下的權利。本第 11.8 條將不適用於 TR 已經向客戶授予對資訊或素材的永久性權利的情形，惟 TR 根據第 11.4 條（違約終止）或第 11.5 條（無力償債終止）之規定終止該永久性權利者除外。TR 應無義務歸還、刪除或銷毀客戶用戶向任何服務提供之任

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.

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 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.

何意見回復、輸入資料或素材。

11.9 **條款存續。**協議全部或其任何部份終止，不影響一方當事人已經發生的權利和義務。下列條款將於終止後繼續生效：第 3.1（費用的支付）、第 3.2（稅金的支付）、第 11.7（退款）、第 11.8（刪除或歸還資訊和素材）、第 11.9（條款存續）和第 12 條至第 18 條（保密；資料隱私；審計；免責聲明；責任限制；賠償責任及其他規定），以及根據其性質應當繼續生效的任何其他條款。

12. 保密

12.1 **禁止洩露。**接受方應對披露方的保密資訊保密，不得向任何第三方披露保密資訊之任何部份，但對於代表接受方且受保密拘束之關係企業、顧問及第三方承包商（包括財務顧問、會計師及律師）（以下統稱「代表」），或對於受到與本協議所定之保密及禁止洩露義務實質上類似的保密及禁止洩露義務拘束者不在此限。若接受方依法必須披露披露方的保密資訊，接受方應（a）及時通知（若依法允許）披露方，以便披露方可以尋求保護之命令或其他適當的救濟，及（b）將披露的範圍限制在法律要求的範圍內，並且即使披露，被披露的資訊仍屬於保密資訊。

12.2 **例外。**保密義務不適用於下列資訊：（a）已為或嗣後成為（非因接受方的作為或不作為導致）可公開普遍獲得的資訊；（b）接受方或其任何關係企業透過不對相關資訊承擔保密義務的第三方以非保密的方式獲得的資訊；（c）接受方或其任何關係企業在披露方披露前已經合法取得的資訊；（d）接受方或其任何關係企業獨立開發的資訊；或（e）披露方同意不屬於保密或可以被披露的資訊，但僅限於同意之範圍內。

13. 資料隱私

13.1 **個人資料保護法。**雙方當事人應於任何時候皆依據規範客戶個人資料之法令處理客戶個人資料。客戶確認其向 Thomson Reuters 揭露任何客戶個人資料（包含當客戶上傳該等客戶個人資料於服務時），係依據客戶應適用之法令揭露。

13.2 **合作** 雙方當事人應盡合理努力，彼此協助關於未經授權取得、使用、處理或揭露客戶個人資料之主張、指控、行動、訴訟、法律程序之調查及救濟。

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.

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 TR 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.

13.3. 保護措施。各方人當事 應維持並要求各方人當事委託的所有第三方資料處理機構維持適當的實體、技術及組織措施，以保護客戶個人資料，並防止意外、未經授權或非法的損毀、遺失、篡改、洩露或存取。

14. 查核

14.1. 查核權。Thomson Reuters 有權（親自或透過其代表）依至少 10 個工作日前通知後，在正常營業時間對客戶進行查核，以確認客戶是否遵守協議之規定。Thomson Reuters 應遵守客戶事先書面提供之合理防護、健康、安全以及保密程序之要求。Thomson Reuters 對每個客戶場所的查核頻率不得超過每 12 個月一次，惟 (i) Thomson Reuters 有理由懷疑，或者透過查核發現客戶不合規之情況，或 (ii) 第三方供應商要求就其資訊或素材進行查核之情況除外。

14.2. 費用和成本。若查核發現客戶違反協議，客戶應支付 (a) 不合規期間任何短付的費用，(b) 若少交的費用超過 5% 或者第三方供應商向 Thomson Reuters 收取核查成本，則還應支付該次查核的成本。

15. 免責聲明

15.1. 一般免責聲明。本條款在法律所允許之最大程度內，排除任何法令默示之所有保證、條件及其他條款，包括但不限於有關適合性、適銷性、品質滿意及適合特定目的之保證或其他條款。除明文規定外，服務係以不具有保證之方式提供。Thomson Reuters 不保證或聲明服務（或全部或部分服務所依賴之其他提供予 TR 之服務、資訊或素材）之交付將不會有不精確、中斷、延誤、遺漏或差錯（下稱「錯誤」），或所有錯誤將被改善。Thomson Reuters 不為任何錯誤所致之損害負責。客戶被推定完全負擔承受所有適合性及使用服務產生之結果、及任何基於服務中所含或產生之資訊而為之決定或行動之風險。客戶完全負擔任何文件、數據或因使用服務而產生之輸出訊息之擬定、內容、正確性及審閱。Thomson Reuters 或其第三方供應商於任何情況下，皆不負擔任何政府或管制機關課徵之罰金、利息或稅捐。

15.2. 不提供意見。客戶理解，Thomson Reuters 只是彙集和提供僅供一般參考用途的資訊（包括觀點），而不提供財務、稅務和會計，醫療，法律、或其他專業意見。部份資訊可能包含第三方的意見，但 TR 不對這些意見承擔任何責任。同樣，Thomson Reuters 也不對客戶或者透過客戶使用服務的任何人依賴服務作出的任何決定造成的任何損害承擔責任，包括有關買賣投資工具的決定或者法律、合規及/或風險管理的決定。客戶同意於此情況，其將自行承擔使用服務之風險。

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 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. **TR 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 (TR 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

16. 責任限制

16.1 **無限責任。**第 16.2 條（責任上限）規定之責任限制不適用於下列情形：（a）一方當事人的詐欺、詐欺性不實陳述、故意不當行為或證明極其漠視他人權利的行為；（b）過失導致死亡或人身傷害者；（c）除第 17.2 條（第三方限制）所述範圍以外的任何賠償義務；（d）**Thomson Reuters** 侵犯客戶素材中的客戶智慧財產權；或（e）客戶就費用之付款義務及客戶超出本協議所授权使用許可和限制之外使用服務而被 **Thomson Reuters** 收取任何金額之付款義務。本協議責任限制條款於法律禁止限制責任之情形下無效。

16.2 **責任上限。**對於因協議引起或與協議有關之損害（不論是基於契約、侵權還是其他理由），任何一方當事人在任何日曆年度向他方承擔之累計責任，不得超過客戶於導致這些損害請求之事故（或系列事故中的第一個事故）發生前 12 個月期間內，依協議之規定應支付 Thomson Reuters 之服務費。

16.3 **除外責任。**任何一方當事人都不對下列情況承擔責任：（a）因協議引起或與協議有關的間接性、連帶性、懲罰性、特殊性或後果性損害；（b）資料遺失（但 **Thomson Reuters** 有責任利用任何可用的備份恢復資料除外）；或（c）利潤損失（但與費用有關者除外）；即使（a）款至（c）款規定之損害或損失可以被預見或防止亦同。

16.4 **不可抗力。**任何一方當事人都不對協議下因超出該方合理控制的情況導致的任何損害或無法履行義務承擔責任。若相關情況導致服務發生重大不足且持續超過 30 天，任何一方當事人都可以在通知他方後終止受影響的服務。

17. 賠償責任

17.1 **Thomson Reuters 賠償責任。**如因任何第三方主張服務在客戶被 **Thomson Reuters** 允許使用服務的場所侵犯第三方智慧財產權，**TR** 將賠償客戶遭受的損害，惟因以下原因導致的損害除外：（a）將服務的全部或部份與非 **Thomson Reuters** 提供之其他產品或技術進行結合；（b）除 **Thomson Reuters** 或其承包商以外的人員修改全部或部份服務；（c）在 **Thomson Reuters** 通知客戶使用後續版本的要求後而仍使用某個版本的服務；或（d）客戶違反協議。本賠償責任將適用於客戶根據協議允許其使用服務之客戶的關係企業。

17.2 **第三方限制。**若第 17.1 條（**Thomson Reuters 賠償責任**）中的賠償義務是因來自第三方供應商的資訊或素材所致，**Thomson Reuters** 對客戶承擔的金錢賠償責任應以 **Thomson Reuters** 從相關第三方供應商所取得之金額為限，且此等金額應按 **Thomson Reuters** 顧客（包括客戶）因這些資訊或素材而向 **Thomson Reuters** 其他實際

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 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 subcontractors' 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

或潛在索賠的金額比例分配之。

17.3 **Thomson Reuters 的補正選擇。** Thomson Reuters 可以透過以下任何方式補正任何被指控或有可能侵犯之第三方智慧財產權之行爲：(a) 為客戶取得繼續根據本協議使用服務的權利；(b) 用不改變相關服務根本性質的替代資訊及/或素材更換受影響的資訊及/或素材；或(c) 採取第 11.1 條 (外部因素) 規定之行爲。

17.4 **客戶賠償責任。** 客戶應賠償 Thomson Reuters 及其關係企業因具有下列情況的任何第三方主張而遭受的損害：(a) 聲稱他們使用客戶素材侵犯第三方智慧財產權者；(b) 因客戶、其關係企業或客戶及其關聯企業的分包商對服務之使用 (包括通訊及網路使用) 違反協議導致者；或(c) 任何人透過客戶使用服務任何部份所提出者 (但是 TR 依第 17.1 條 (Thomson Reuters 賠償責任) 之規定應當賠償者除外)。

17.5 **理賠程序。** 第 17 條中的賠償義務以受賠償方滿足下列條件為前提：(a) 向賠償方及時通知索賠的詳情，以及在賠償方要求主導時交由賠償方主導該索賠；(b) 配合關於索賠的抗辯或起訴，但由賠償方或相關第三方供應商承擔費用；及(c) 未經賠償方事先書面批准，不得作出任何承認或就索賠採取任何和解措施。受賠償方可以自行承擔費用，透過其自行選擇的法律顧問參與任何相關索賠的抗辯。

18. 其他規定

18.1 **通知。** 本協議下的所有通知必須以書面方式作出，並透過電子郵件 (但違反協議之通知除外，違反協議之通知不得透過電子郵件發送)、掛號郵件、快遞服務、傳真或親自交付之方式，送達雙方當事人之間的最新訂單所載地址 (或者相關當事人通知他方的其他最新地址)。但是，Thomson Reuters 可以透過在客戶入口網站上或透過服務本身發布公告的方式，發布技術或營運公告或第三方供應商限制之公告。

18.2 **準據法與管轄。** 本協議以及因本協議引起或與本協議有關的任何爭議或請求，應以英格蘭和威爾士法律為準據法並按其解釋。因本協議或與本協議有關者而涉訟時，雙方當事人同意以英格蘭和威爾士法院為非專屬管轄法院。

18.3 **轉讓。** 未經他方事先書面同意，任何一方當事人均不得 (透過運用法律或其他方式) 轉讓或轉移其在協議下的任何權利或義務，但對方沒有正當理由不得拒絕或延遲同意。任何違反本款規定之轉讓應無效。惟 Thomson Reuters 得不經客戶同意，將協議或協議中授予之全部或部份權利 (a) 轉讓給關係企業；(b) 在 TR 或其關係企業出售部門、產品或服務時轉讓；或(c) 在 Thomson Reuters 重組、合併、收購、分割或其他類似業務交易中轉讓。

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 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.

18.4 第三方權利。 第 4.1 條（雙方的義務）、第 5 條（使用許可和限制）、第 6 條（第三方供應商限制）、第 7 條（智慧財產權和回饋）、第 11.8 條（刪除或歸還資訊和素材）、第 12 條（保密）、第 14 條（查核）、第 15 條（免責聲明）、第 16 條（責任限制）、第 17.4 條（客戶賠償責任）及第 17.5 條（理賠程序）規定的 TR 之權益在相同範圍內亦適用於第三方供應商和 TR 關係企業。第 16 條（責任限制）規定之限制和除外責任適用於所有受索賠之人，因此針對多個受索賠之人的合計賠償責任總額仍應以該項索賠適用於單一受索賠人之時所應適用之限額為上限。第三方供應商及 Thomson Reuters 關係企業得直接行使其權利，Thomson Reuters 亦得代表他們行使該等權利。Thomson Reuters 關係企業有權依照 1999 年契約（第三人權利）法（下稱「契約法」）之規定執行並依賴本協議之條款。本協議之當事人得依本協議之條款中止或變更本協議，無須經任何第三人同意。

18.5 可分割性。 若協議的任何非重要部份為非法或不可強制執行時，應視為該部份已在合法並可予強制執行之最低必要範圍內進行修改以使其。若修訂不可行，該部份將被視為已刪除。任何修訂或刪除都不影響協議剩餘部份的有效性和可強制執行性。

18.6 無棄權。 任何一方延遲或未行使協議下的任何權利或救濟，不得視為放棄該權利或救濟。

18.7 完整協議與非依賴。 協議包含雙方當事人之間就協議標的達成之完整合意，並取代先前與該標的有關之一切口頭或書面協議、合意、協商、建議及其他陳述。雙方當事人分別確認，其訂立協議時，並未信賴他方未於協議明示之任何聲明。

18.8 簽署與修訂。 倘客戶未就協議作出任何修改，協議在客戶簽署時發生拘束力。協議僅得透過雙方當事人以簽署書面修正案之方式修改。

19. DEFINITIONS AND INTERPRETATION

19. 定義及釋義

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 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

使用聲明或使用說明 — 在客戶控制服務訪問之情形，或被TR要求披露對服務的任何使用情況時，TR 要求客戶填寫並交回的與服務相關的任何報告。

關係企業 — 對 Thomson Reuters 而言，是指 Thomson Reuters Corporation 本身及其直接或間接所控制的任何實體；對客戶而言，是指不時直接或間接控制客戶、被客戶控制或與客戶處於共同控制下的任何實體。「控制」是指對該實體享有指揮或安排指揮其管理或政策方向之權利，而不論其係透過持有附表決權之有價證券，或以訂立合約或其他方式。

協議 — 所有受主條款規範之所有訂單及使用聲明，以及其中引用或包含之其他附件、附表或附錄。

費用 — 服務費及任何適用之相關費用的總稱。

客戶素材 — 是指 (a) 客戶親自或其代表提供給 Thomson Reuters，並要求 Thomson Reuters 在提供服務時管理、使用或修改之資訊、軟體或其他素材，(b) 客戶的輸入資料，及 (c) 用戶在任何互動式服務中提交的素材。

客戶個人資料 — 為了提供服務而提供給 Thomson Reuters 之可識別個人身分的資訊。

保密資訊 — 接收人應可合理知道其保密性，且由一方當事人在履行協議過程中披露之任何形式有關業務、財務或技術性質的口頭或書面資訊，惟第 12.2 條 (保密例外) 所列資訊以及輸入資料不在此限。

輸入資料 — 由 Thomson Reuters 之客戶創建並提供給 TR，經 Thomson Reuters 接受並用於包括在 Thomson Reuters 或其關係企業之任何服務中，以便向其客戶散布的資訊。

客戶入口網站 — 位於 <https://customers.reuters.com/home/> 之網站 (或 Thomson Reuters 創建並通知客戶之任何更換或替代網站)，包括第三方條款網站 (Third Party Terms Site)。

損害 — 任何損失、損害或成本。

衍生資料 — 經客戶修改的資訊 (例如進行計算或與其他資料組合所產生者)，但限於創作人外之其他人若非付出時間和精力，將無法辨認其衍生自資訊，或若非透過反向工程或其他方式即無法追溯至資訊的情形。所有不符合該衍生資料之標準的其他資訊均屬於「資訊」。

披露方 — 披露保密資訊的一方當事人及/或其關係企業。

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".

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 TR 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

服務費 — Thomson Reuters 提供服務而收取的費用，如相關訂單或附件所規定或提及。

資訊 — 相關服務中包含的原始形式的資訊（包括但不限於資料、文本、圖像及聲音記錄）以及可能被客戶修改的資訊，但修改後的資訊屬於衍生資料者除外。RIC 是一種單獨形式，不構成「資訊」。

互動式服務 — 允許用戶提交內容或協助用戶之間的互動（例如即時通訊、聊天室、論壇、投票或電子公告牌）之功能，但雙方當事人之間書面約定為客戶所專有者除外。

智慧財產權 — 附著於並與專利、商標、服務標章、商名和服務名稱、版權、技術和商業秘密有關之權利、資料庫權利、設計權利、道德權利，以及所有具有類似性質或擁有類似或同等效果的，可能在全球任何地方現已存在或以後將產生的所有權利或保護形式。

主條款 — 經不時修訂的本文件，包括其附件。

素材 — Thomson Reuters 或其關係企業提供之硬體、軟體及相關文件。

經濟合作暨發展組織消費者物價指數 (OECD CPI) — 係指經濟合作暨發展組織 (OECD) 公佈的客戶所在司法管轄區的消費者物價指數 (全要素)，若訂立協議的客戶位於 OECD 之外，則以客戶所在國家或地區當地之同等消費者物價指數。經濟合作暨發展組織消費者物價指數 (OECD CPI) 的變動將按物價調升生效日前之 7 月份最後一個營業日所公佈之經濟合作暨發展組織消費者物價指數 (OECD CPI) 的年度變動比例進行。

訂單 — 在 TR 表格中列舉或描述將向客戶提供之服務及產品且已被 TR 接受者，包括向任何客戶說明其所訂購專業服務的工作說明書且已被 TR 接受者。

***授權之記錄** — 係指(A)倘服務涵蓋篩選內容：(i)任何客戶得就資訊放映之消費者記錄之最大值（例如：倘客戶持有相同消費者之三種不同記錄，其構成三向授權記錄）；或(ii)於訂單中規定，任何來自於由 TR 提供之資訊之記錄之最大值，該等資訊由客戶之使用者使用或消費，或客戶使用之應用程式；及(B)在任何服務係以 FATCA 品牌提供之情況下：(i)報導服務，一系列財務機構之報導，該等財務機構之數據可能載於 FATCA 報導服務中；或(ii)認證服務，其數據係被允許載於產品中之最大數量之法人。

可識別個人身分的資訊 — 任何與可識別之自然人或可被直接或間接地識別之自然人，以資訊控制者、或自然人法人合理可能使用之資訊。

***專業服務** — 任何於工作說明書中確認，可基於客戶之特殊要求而為之服務，例如執行、客製化服務、專家支持、訓練

the statement of work.

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.

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

及顧問服務。

接受方 - 從披露方接受保密資訊的他方當事人及/或其關係企業。

相關費用 - 訂單或相關附件指定為相關費用，或於協議中規定為屬於服務費之外之額外收費之費用，得包括：(a) 安裝費、移機費及拆機費；(b) 特定專案之支援費，如於第 9.3 款所規定者；(c) 用於交付服務之通訊網路及設施費；(d) 特定第三方（例如證券交易所或其他資訊提供商）所提供資訊、素材及其他服務之費用。

RIC - RIC 符號及/或 **Reuters 金融工具代碼(Reuters Instrument Codes)**，均屬於 **Thomson Reuters** 或其關係企業所開發並維護的一組專有符號。

附件 - 本文件所附加並納入本文件之必要附件（例如規定與某種類別或類型服務有關而增加或具體之條款及條件）。

***篩選內容** - 係指於任何服務中包含之內容，其於訂單中指明為「篩選」服務或涉及篩選商業活動，包含但不限於來自於下列資料庫中之內容：(i) "World-Check"; (ii) "Country-Check"; (iii) "Iran Economic Interest"; (iv) "Sanctions & Enforcements"; (v) "Adverse Media"; (vi) "Vessels".

服務 - **Thomson Reuters** 根據任何訂單提供之任何服務或產品，可能包括作為服務而提供之資訊或素材。

軟體 - **Thomson Reuters** 或其關係企業提供之軟體（包括更新、升級和應用程式設計介面（API）及相關文件）。

分支機構 - 一方當事人直接或間接擁有其超過 50% 之已發行股份並且該方當事人對其實施直接或間接控制的關係企業。

***第三方主辦人** - 係指與客戶就提供平台另行訂定契約之第三方平台提供者，及/或於訂單中約定資訊之第三方轉售者。

第三方供應商 - 其資訊、素材或服務被包括在或用於服務中的任何第三方（但協議當事人及其關係企業除外）。

更新 - 有關服務之任何錯誤修復、服務包或修補程式、或維護發布。

升級 - 發表任何擁有新功能或額外功能服務或服務版本。

用戶 - (a) 係指客戶聘用的員工，或者在客戶正常經營過程中根據客戶指示行事的承包商，惟均須經 **Thomson Reuters** 授權或允許使用相關服務；(b) 在使用聲明內容中，係指客戶分支機構之員工或承包商；或 (c) 係指

of Client's Subsidiaries; or (c) each group of individuals specifically designated as a User on an Order Form.

在訂單中特別指明為用戶的個人組。