



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

1. SCOPE

- 1.1. This Software Schedule applies whenever Client licenses Software. Capitalized terms used in this Software Schedule but not defined in clause 10 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to those provided in this Software Schedule will be included in an Order Form.

2. DELIVERY, INSTALLATION AND HOSTING

- 2.1. **Delivery.** TR will use reasonable endeavors to make the Software available to Client (including, where applicable, issuing an electronic key for activating the Software) on the date specified on the Order Form or, where there is no such date, within a reasonable period from the date that the Order Form is binding on the parties. TR may make the Software available by requiring Client to retrieve it or by delivering it to Client via an electronic method. Within thirty (30) days of the Software being made available to, Client shall notify TR in writing of any defective delivery media. TR shall replace, without charge, any defective media. To the extent permitted by the Agreement, Client is responsible for duplicating and distributing the Software to any User or Authorized Position.
- 2.2. **Operating Specifications, Installation and Hosting.** TR will provide Client with the operating specifications and installation instructions for the Software. Where TR hosts the Software, Client agrees that: (a) TR shall be responsible for installation of all applicable Software, Upgrades and Updates on the TR systems, provided that such installation may be subject to an additional Charge; and (b) TR may give less notice of change than those set out in the Master Terms.
- 2.3. **Certificate.** If requested by TR, Client will sign a certificate confirming availability, installation and/or acceptance of the Software.

3. ACCEPTANCE

Acceptance occurs when TR first makes the Software available to Client for delivery in accordance with clause 2.1.

4. USAGE PERMISSIONS AND RESTRICTIONS

- 4.1. **Software.** Subject to the terms of the Agreement, TR permits Client on a limited, non-exclusive, non-transferable basis, to install and use the number of Authorized Positions of the Software in the specified operating environment at the Authorized Locations solely for its own internal

除**主条款**之外，本附表（“**软件附表**”）的条款亦适用于向客户提供的**所有软件**。

1. 范围

- 1.1. 本**软件附表**适用于获得**软件许可**的**客户**。本**软件附表**中使用但未在下述第 10 条中定义的加黑术语具有**主条款**中所定义的含义。
- 1.2. 在某些情形中，本**软件附表**所规定条款的附加权利或修改后的权利将包含在**订单**中。

2. 交付、安装与托管

- 2.1. **交付。** 汤森路透将尽合理努力于**订单**中列明的日期，或者，如未列明该等日期，在**订单**对双方产生约束力之日后的一段合理期间内，向**客户**提供**软件**（包括发放用以激活**软件**的电子密钥，如适用）。汤森路透可以通过要求**客户**检索**软件**或通过电子传输方法交付给**客户**的方式提供**软件**。在**软件**提供后三十（30）日内，**客户**应将任何有缺陷的交付媒介书面通知汤森路透。汤森路透应当免费替换任何有缺陷的媒介。在协议允许的范围，**客户**负责复制并向任何**用户**或**授权位置**分发**软件**。
- 2.2. **操作规范、安装与托管。** 汤森路透将向**客户**提供**软件**的操作规范和安装说明。在汤森路透托管**软件**的情况下，**客户**同意：(a)汤森路透应负责在汤森路透系统上安装所有适用的**软件**、**升级**和**更新**，前提是可能会就等安装收取**额外费用**；及(b)汤森路透可以发出少于**主条款**中规定的**变更通知**。
- 2.3. **证书。** 如汤森路透要求，**客户**将签署一份证书，确认**软件**已提供、安装和/或接收。

3. 接收

汤森路透根据第 2.1 条的规定首次向**客户**交付**软件**时为接收发生之时。

4. 使用许可和限制

- 4.1. **软件。** 受限于**协议**的条款，汤森路透授予**客户**一项有限的、非排他的、不可转让的许可，以仅为其自身内部业务之目的在**授权位置**的特定操作环境中安装并使用特定**授权位置**数量的**软件**。未经汤森路透事先书面同意，**客户**不得向除**授权位置**之外的任何位置转移任

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business purposes. Client shall not transfer any of the Software to any locations other than the Authorized Locations without the prior written consent of TR, which shall not be unreasonably withheld, provided that: (i) after the transfer, the number of Authorized Locations and number and type of Authorized Positions does not exceed that permitted in the Order Form; and (ii) Client agrees to pay any applicable Charges, or comply with any additional terms, that may apply as a result of such transfer. *Unless otherwise stated in the Order Form, Client's license is limited to a single production copy of the Software and a reasonable number of non-production copies for use in training, testing, and backup or disaster recovery activities.

4.2. Embedded Software [Note this clause only applies when Software is identified in the Order Form as being "Embedded Software"]. TR permits Client to: (i) link, embed and package the Embedded Software exactly in the form provided to Client by TR in or with the Client Products; and (ii) reproduce and distribute the Embedded Software to User or Sublicense Users solely in conjunction with Client Products, provided that Client will, to the extent technically feasible, ensure that the Embedded Software is embedded in the Client Products in such a manner that the User or Sublicense User cannot directly link to or use the Embedded Software other than as part of and solely in connection with the use of a Client Product and Client will, in any event, contractually prohibit such linking or use. In addition, TR grants to Client the right to use, copy and distribute Documentation intended for distribution to Users or Sublicense Users in connection with its distribution of the Embedded Software, provided that the Documentation may only be distributed together with Client Products.

4.3. Development Software [Note this clause only applies when Software is identified in the Order Form as being "Development Software"]. If Client uses Development Software: (a) Client may use Development Software solely for the purpose of developing or modifying the Client Products to interface with TR's or its Affiliates' products. Client Products may not be sublicensed to third parties without TR's written consent; and (b) where TR consents to the sublicense of Client Products, then Client may sublicense a version of Development Software in object code form solely as an integrated part of the Client Products, provided that: (i) the Sublicense User can directly link to or use the Development Software only as part of and in connection with the Client Products, and Client will contractually prohibit any other use (including further sublicensing); (ii) Client will not make any representations, warranties or commitments about the Development Software and will not provide Sublicense Users with any Documentation related to the Development Software; and (iii) if TR terminates an Order Form for the Development Software as a result of Client's breach, then Client will immediately remove or procure the removal of all Client Products that include or were developed using Development Software. Client shall be responsible for any failure of Sublicense Users to comply with the terms of such agreement.

4.4. Back-Ups. Client may take up to two back-up copies of Software provided as part of the Services per location where Client is authorised to have the Software installed. Unless otherwise stated on the Order Form, back-ups may

何软件，在符合以下前提的情况下，汤森路透不得无合理理由拒绝作出该等同意：(i)转移后，授权位置的数量以及授权位置的编号和类型未超过订单中允许的数量和类型；以及(ii)客户同意支付任何适用的费用，或遵守可能因该等转移而适用的任何额外条款。*除非订单中另有说明，客户的许可限于软件的单一产品拷贝以及用于培训、测试和备份或灾难恢复活动的合理数量的非产品拷贝。

4.2. 嵌入式软件[请注意，本条仅在软件在订单中被标记为“嵌入式软件”时适用]。汤森路透允许客户(i)完全按照汤森路透向客户提供的形式将嵌入式软件连接、嵌入并打包到客户产品中或与客户产品一起；及(ii)仅连同客户产品一起复制并向用户或分许可用户分发嵌入式软件，前提是用户将，在技术上可行的范围内，确保内嵌软件以一种用户或分许可用户无法直接链接到或使用该内嵌软件的方式嵌入客户产品（除非作为客户产品的一部分且与客户产品的使用有关），且客户将在任何情形下在合同中禁止该等链接和使用。此外，汤森路透授权客户使用、复制并分发拟向用户或分许可用户分发的与其分发嵌入式软件相关的文档，前提是，文档仅可与客户产品一同分发。

4.3. 开发软件[请注意，本条仅在软件在订单中被标记为“开发软件”时适用]。如果客户使用开发软件：(a)客户可以仅为开发或修改客户产品之目的使用开发软件，以与汤森路透或其关联企业的产品相连接。未经汤森路透书面同意，客户产品不得被分许可给第三方；及(b)如果汤森路透同意分许可客户产品，则客户可以以目标代码格式将开发软件的某一版本仅作为客户产品不可分割的一部分进行分许可，前提是：(i)分许可用户仅能将开发软件作为客户产品的一部分并在与客户产品相关时直接链接到开发软件或使用开发软件，且客户将在合同中禁止其他任何使用（包括进一步分许可）；(ii)客户不会就开发软件作出任何陈述、保证或承诺且不会向分许可用户提供任何与开发软件相关的文档；及(iii)如果汤森路透因客户违约而终止关于开发软件的订单，则客户将立即删除所有包含开发软件的客户产品或通过使用开发软件开发的客户产品，或促使他人删除该等客户产品。客户应对分许可用户未能遵守该等协议条款的任何行为负责。

4.4. 备份。在客户经授权安装软件的每个地点，客户可取得至多两份作为服务一部分提供的软件备份的副本。除非订单中另有说明，如果主要生产系统在运行中，则不得安装备份，除非为了测试目的。

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not be installed to the extent the main production system is live, other than for testing.

- 4.5. ***License Level.** Unless otherwise set out on the Order Form the License Level for Software shall be “Named User” and Client shall ensure that no more User IDs than the number of Named User licenses set out on the Order Form are provided to any individuals and that the User IDs are not transferred from one individual to another. Without prejudice to the foregoing, to clarify, where an individual Named User’s User ID and password are deactivated and provided that the Fees have not been reduced as a result of such deactivation, Client may reassign such Named User access to a new User without incurring additional Fees. When the Order Form further identifies the User license is qualified as “Full”, “Contributor”, “Consumer” “Limited” or similar naming designations, such User will be limited to the functionality identified in the Documentation as available to that designated license qualification.

5. RECORD KEEPING AND REPORTING

- 5.1. **Records and Reports.** With respect to the Software, Client shall maintain, during the term of the Order Form, and for a minimum of three (3) years following termination, adequate records relating to its Users’ and where applicable, Sublicensed Users’ use of the Software, including the number of Users and Authorized Positions, the sites where the Software is used, and any Charges associated with the use of the Software. Upon TR’s written request, Client shall provide TR with a report detailing the above.

- 5.2. **Reporting and Fees.** If Client is required to pay any on-going usage-based Charges, Client will provide electronic quarterly reports relating to such Charges to TR (in sufficient detail and in the format reasonably required by TR). Reports covering the prior calendar quarter will be provided to TR within 15 days following the end of that quarter, along with payment any Charges due to TR.

6. WARRANTY

- 6.1. **TR:** (i) warrants to Client that the Software (excluding Updates and Upgrades) will operate without Errors during the Warranty Period; and (ii) will use reasonable endeavors to repair or replace the Software or provide a workaround to correct any Error reported to TR during the Warranty Period in a reasonable time and manner. If TR is unable to correct any reported Error in a reasonable time and manner, Client may terminate the Order Form for the affected Software by notice to TR to be received promptly following such reasonable period. CLIENT’S SOLE AND EXCLUSIVE REMEDY AND TR’S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REFUND THE APPLICABLE FEE, whereupon the licenses granted will immediately terminate. TR is not responsible under this warranty for any Error in the Software not reported during the Warranty Period or which results from any of Support Exceptions described in the Master Terms.

- 4.5. ***许可级别。** 除非订单中另有规定，软件的许可级别应为“指定用户”，且客户应确保向任何个人提供的用户名数量不多于订单中所列的指定用户许可的数量，且确保用户名不得在个人之间转让。在不损害前述规定的前提下，为明确起见，若某一为个人的指定用户的用户名和密码被冻结，客户可将该等指定用户权限重新分配给一名新的用户而无需承担额外费用，前提是费用未因该等冻结而扣减。若订单将用户许可进一步识别为具备“全权”、“投稿人”、“顾客”、“有限”或类似命名的资格，则该等用户将受限于文档中识别的该等指定许可资格可获得的功能。

5. 记录保存与报告

- 5.1. **记录与报告。** 就软件而言，客户应在订单期限内及终止后至少三（3）年内，保存与其用户及分许可用户（如适用）使用软件相关的充分记录，包括用户和授权位置的数量、使用软件的网站以及与使用软件相关的任何费用。经汤森路透书面要求，客户应向汤森路透提供一份详细说明上述事项的报告。

- 5.2. **报告与费用。** 如果客户需要基于使用情况支付任何持续性费用，客户将向汤森路透提供与该等费用相关的电子版季度报告（内容足够详细并按照汤森路透合理要求的格式）。涵盖前一个公历季度的报告将在该季度结束后 15 日内提供给汤森路透，同时支付应向汤森路透支付的任何费用。

6. 保证

- 6.1. **汤森路透(i)向客户保证，软件（不包括更新和升级）将在质保期限内无错误地运行；及(ii)将尽合理努力，为在合理时间内采用合理的方式纠正在质保期限内报告至汤森路透的任何错误、修复或替换软件或提供替代方案。如果汤森路透无法在合理时间内采用合理的方式纠正任何已报告的错误，客户有权在该等合理期限结束后立即向汤森路透发出通知终止有关受影响的软件的订单。客户唯一和排他的救济方式以及汤森路透就违反本保证的全部责任应为返还适用的服务费，已授予的许可将因此立即终止。汤森路透在本保证项下不对任何在质保期限内未报告的软件的错误或因主条款中所述的任何额外支持而产生的软件的错误负责。**

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7. SOFTWARE SUPPORT

- 7.1. **Support and Exclusions from Support.** While clause 9 (Support) of the Master Terms applies to the Software, clause 7.2 of this Software Schedule describes the additional support that applies when the Client orders Software Support.
- 7.2. **Software Support.** Subject to the terms of the Agreement, and where specified in an Order Form, TR will provide Software Support for Software. If Client has ordered Software on a rental basis or fixed term basis, Software Support is included in the rental Fees and continues for the term applicable to the Software. Software Support for Software purchased on a perpetual license basis is subject to Fees and is provided for the term specified on the Order Form. Software Support consists of TR providing Client with the relevant services at the commencement of the term relating to the Support Services, subject to any changes to Software Support managed in accordance with clause 8.1 of this Software Schedule.
- 7.3. **Client Products.** Client will be responsible for providing all necessary support for Client Products and/or to Users or Sublicense Users of Client Products. Client acknowledges that TR will not directly support any Client Products, and that Client is responsible for all communications with Users or Sublicense Users.
- 7.4. **Transferred Software.** If Client transfers Software in accordance with the Agreement, TR may require Client to contract separately for Software Support at such location to the extent TR (or the relevant TR Affiliate) is able to provide it there. If TR is unable to do so, TR may terminate Software Support with respect to the transferred Software.
- 7.5. **Reinstatement fees.** If the Software Support is terminated, and the Client wishes to have it reinstated, TR may apply reinstatement fees in addition to the standard Fees for Software Support.

8. CHANGES AND OBSOLESCENCE

- 8.1. **Changes.** Clause 10 (Changes) of the Master Terms applies to the Software and Software Support. However, the reference to clause 11.2 (Obsolescence) of the Master Terms shall be replaced with a reference to clause 8.2 of this Software Schedule.
- 8.2. **Obsolescence.** Clause 11.2 of the Master terms does not apply to Software. TR may obsolete: (i) a prior version of a Software product on at least six months' prior notice following the general availability of an Update or Upgrade (whether designated with the same name or not); and (ii) any Software product as a whole or any Software Support on at least 24 months' prior notice. TR will have no obligation to provide or support obsolete Software products or versions of Software products at the end of such notice periods. The Agreement will continue to apply in the case of version obsolescence described in (i) but shall terminate in relation to a Software product obsolescence described in (ii) above.

9. SURVIVAL OF TERMS

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7. 软件支持

- 7.1. **支持及支持例外。** 尽管主条款第 9 条（支持）适用于软件，本软件附表第 7.2 条描述了客户订阅软件支持时适用的额外支持。
- 7.2. **软件支持。** 受限于一协议条款，且在订单列明的情况下，汤森路透将为软件提供软件支持。如果客户已通过租赁或固定期限方式订购软件，软件支持则包含于租赁服务费中并在适用于软件的期限内持续有效。对于以永久许可形式购买的软件，其软件支持需支付服务费且在订单中列明的期限内提供。软件支持包括汤森路透在支持服务相关的期限开始时向客户提供的有关服务，其受限于一根据本软件附表第 8.1 条对软件支持的任何变更。
- 7.3. **客户产品。** 客户将负责为客户产品和/或客户产品的用户或分许可用户提供所有必要的支持。客户承认，汤森路透不会直接支持任何客户产品，且客户负责与用户或分许可用户的所有沟通。
- 7.4. **被转移的软件。** 如果客户根据协议的规定转移软件，则在汤森路透有权要求客户就于该等地点（如果汤森路透或相关的汤森路透关联企业能够在该地点提供软件支持）提供的软件支持单独订立合同。如果汤森路透无法提供软件支持，汤森路透有权终止向被转移的软件提供软件支持。
- 7.5. **恢复费用。** 如果软件支持终止，且客户希望其恢复，汤森路透有权在软件支持的标准服务费之外收取恢复费用。

8. 变更与淘汰

- 8.1. **变更。** 主条款第 10 条（变更）适用于软件和软件支持。然而，主条款第 11.2 条（淘汰）应被本软件附表第 8.2 条替换。
- 8.2. **淘汰。** 主条款第 11.2 条不适用于软件。汤森路透有权：(i) 在更新或升级（不论是否为相同的名称）可通用后，经至少六个月的提前通知，淘汰软件的早期版本；以及(ii)经至少 24 个月的提前通知，整体淘汰任何软件产品或淘汰任何软件支持。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软件产品或软件产品版本。协议将继续适用于(i)款所述之版本淘汰的情形，但是对于上述(ii)款所述之软件产品淘汰，协议应终止。

9. 条款存续

Clause 5 of this Software Schedule shall survive termination of the Agreement or any applicable Order Form, along with any others that by their nature should survive.

10. DEFINITIONS

Authorized Location is the location(s) specified on the Order Form.

Authorized Positions means the authorized number and type of positions or devices for an item of Software and the License Levels specified on the Order Form. A position or device may be defined in an Order Form as a single computer (workstation, terminal, pager, cellular phone or digital assistant), server, router or any similar device or a user. Each processor in each such device constitutes a separate Authorized Position.

Client Products means the software programs marketed under Client's name and developed by Client using the Development Software, and which add significant and primary functionality to the Development Software.

Development Software means the Software used to develop interfaces with TR's or its Affiliates' products and indicated as such on the Order Form.

***Documentation** - the user manuals and other documentation and technical information that TR makes generally available in relation to the Software, whether in electronic form or otherwise.

Embedded Software means those elements of Development Software (the proprietary development tools, application program interfaces (APIs), library files, calls nomenclature or protocols and other proprietary components) which are intended for redistribution to Users or Sublicense Users.

Error means a material and reproducible failure of Software to perform substantially in accordance with the then current applicable Documentation.

***License Level** - means the level of license purchased by Client in relation to Software as set out and more particularly described on the Order Form including, but not limited to, under the headings "License Type", "Business Activity", "Quantity" and, if applicable, "Number of Permitted Records".

***Module** - means the License Level limitation to a defined subset of Software functionality, whether delivered as a separate bundle of software code or included in a larger Software delivery. When an Order Form designates a License Level specifying a Module, Client's Users are limited to the Module's functionality within the Software only.

Software Support is the service TR supplies as specified on the Order Form and which is further defined in clause 7.2 of this Software Schedule.

Software means Software designated with the service type "Software" or "Third Party Software" (as applicable) or

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本**软件附表**第 5 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**或任何适用的**订单**终止后继续有效。

10. 定义

授权地点为**订单**中列明的地点。

授权位置指**订单**中列明的某个**软件**项目的位置或设备的授权编号和类型以及**许可级别**。位置或设备可能在**订单**中被定义为单一的计算机（工作站、终端、传呼机、移动电话或数字助理）、服务器、路由器或任何类似设备或用户。上述每一项设备中的每个处理器均构成一个单独的**授权位置**。

客户产品指以**客户**名义营销的并由**客户**使用**开发软件**开发的且为**开发软件**增加重要和主要功能的软件程序。

开发软件指用于开发与**汤森路透**或其**关联企业**的产品相连接的接口的且在**订单**中标示为**开发软件**的软件。

***文档** — **汤森路透**一般性提供的与**软件**相关的用户手册及其他文档和技术信息，无论其为电子形式或其他形式。

嵌入式软件指拟向**用户**或**分许可用户**再分发的**开发软件**的要素（专有开发工具、应用程序接口（APIs）、库文件、调用命名规则或协议（calls nomenclature or protocols）以及其他专有部件）。

错误指**软件**未能实质性地按照届时适用的**文档**运行的重大且重复性的失误。

***许可级别** — 指**订单**中规定且在包括但不限于“**许可类型**”、“**业务活动**”、“**数量**”以及（若适用）“**许可记录数量**”等标题下更详细描述、**客户**购买的与**软件**相关的许可的级别。

***模块** — 指**许可级别**对界定的**软件**功能子集的限制，无论该等子集是作为**软件**代码的单独套装交付或被包含在更大的**软件**交付中。当**订单**指定的**许可级别**列明了某一**模块**，则**客户**的**用户**仅可使用**软件**中的该特定**模块**的功能。

软件支持为**订单**中列明的并在本**软件附表**第 7.2 条中进一步定义的**汤森路透**提供的服务。

软件指在**订单**中服务类型被指定为“**软件**”或“**第三方软**

otherwise specified as being governed by this Software Schedule on the Order Form. Software includes the object code version only and any associated Documentation, Updates and Upgrades (to the extent applicable) provided by TR in connection with the Software.

Sublicense Users means any entity or person which receives a Client Product.

Warranty Period means a period of 90 days beginning on acceptance of the Software in accordance with clause 3 of this Software Schedule.

件”（如适用）或订单中列明受本**软件附表**约束的其他**软件**。**软件**仅包括目标代码版本以及由**汤森路透**提供的与**软件**相关的任何相关**文档**、**更新**和**升级**（在适用的范围内）。

分许可用户指接收**客户产品**的任何实体或个人。

质保期限指自根据本**软件附表**第 3 条接收**软件**之日起算的 90 日期限。

*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。