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. Refinitiv 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. Refinitiv 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 Refinitiv in writing of any defective delivery media. Refinitiv 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. Refinitiv will provide Client with the operating specifications and installation instructions for the Software. Where Refinitiv hosts the Software, Client agrees that: (a) Refinitiv shall be responsible for installation of all applicable Software, Upgrades and Updates on the Refinitiv systems, provided that such installation may be subject to an additional Charge; and (b) Refinitiv may give less notice of change than those set out in the Master Terms.

2.3. Certificate. If requested by Refinitiv, Client will sign a certificate confirming availability, installation and/or acceptance of the Software.

3. ACCEPTANCE

Acceptance occurs when Refinitiv 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, Refinitiv 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 business purposes. Client shall not transfer any of the Software to any locations other than the Authorized Locations without the prior written consent of Refinitiv, 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"*]. Refinitiv permits Client to: (i) link, embed and package the Embedded Software exactly in the form provided to Client by Refinitiv 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, Refinitiv 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 Refinitiv's or its Affiliates' products. Client Products may not be sublicensed to third parties without Refinitiv's written consent; and (b) where Refinitiv 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 sub-licensing); (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 Refinitiv 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 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 Poons, the sites where the Software is used, and any Charges associated with the use of the Software. Upon Refinitiv's written request, Client shall provide Refinitiv with a report detailing the above.

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

6. **WARRANTY**

6.1. Refinitiv: (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 Refinitiv during the Warranty Period in a reasonable time and manner. If Refinitiv 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 Refinitiv to be received promptly following such reasonable period. CLIENT'S SOLE AND EXCLUSIVE REMEDY AND Refinitiv'S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REFUND THE APPLICABLE FEE, whereupon the licenses granted will immediately terminate. Refinitiv 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.

7. **SOFTWARE SUPPORT**

7.1. <u>Support and Exclusions from Support.</u>   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. <u>Software Support.</u> Subject to the terms of the Agreement, and where specified in an Order Form, Refinitiv 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 Refinitiv 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. <u>Client Products.</u> 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 Refinitiv will not directly support any Client Products, and that Client is responsible for all communications with Users or Sublicense Users.

7.4. <u>Transferred Software.</u>   If Client transfers Software in accordance with the Agreement, Refinitiv may require Client to contract separately for Software Support at such location to the extent Refinitiv (or the relevant Refinitiv Affiliate) is able to provide it there. If Refinitiv is unable to do so, Refinitiv may terminate Software Support with respect to the transferred Software.

7.5. <u>Reinstatement fees.</u> If the Software Support is terminated, and the Client wishes to have it reinstated, Refinitiv may apply reinstatement fees in addition to the standard Fees for Software Support.

8. **CHANGES AND OBSOLESCENCE**

8.1. <u>Changes.</u> 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. <u>Obsolescence</u>**.**   Clause 11.2 of the Master terms does not apply to Software. Refinitiv 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.   Refinitiv 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**

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 Refinitiv's or its Affiliates' products and indicated as such on the Order Form.

*Documentation - the user manuals and other documentation and technical information that Refinitiv 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 Refinitiv 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 otherwise specified as being governed by this Software

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

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 Refinitiv 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.

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