

The terms of this Schedule (the "Information Schedule") apply in addition to the Master Terms to all Information Services provided to Client.

## 1. SCOPE

- 1.1. This Information Schedule applies whenever Client subscribes to an Information Service. Capitalized terms used in this Information Schedule but not defined in clause 14 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to the rights provided in this Information Schedule will be included in an Order Form for a particular Service.

### 2. USAGE RESTRICTIONS

Unless expressly permitted under an Order Form, Client will not use Information to create an Index that will be used as or forms the basis of a tradable instrument in the nature of a security.

### 3. BASIC USAGE PERMISSION

- 3.1. Subject to the terms of the Agreement, TR permits Client to access the Service(s) for the purpose of exercising the usage terms detailed in this Information Schedule or an Order Form. Each User may:
  - (a) view, use and copy (download and/or print) reasonable amounts of Information as required for Client's internal business purposes;
  - (b) Distribute Insubstantial Portions of Information in a Non-Systematic manner;
  - (c) Distribute Information to other Users who have a subscription from TR to view the same Information;
  - (d) Redistribute Insubstantial Portions of Information to: \*(i) third parties for illustrative or demonstration purposes provided such third parties are not permitted to redistribute such materials; and/or (ii) government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Client's compliance with laws and regulations,
- 3.2. \*Subject to clause 1 above, the Client shall not, and shall require that Users shall not create subsets or derivative works of, sell or distribute the Information.

# 4. ADDITIONAL USAGE PERMISSION FOR 4. INDIVIDUAL SERVICES

除**主条款**外,本附表("*信息附表*")的条款亦适用于向**客户**提供的所有**信息服务**。

## 1. 范围

- I.1. 无论客户何时订购一项信息服务,本信息附表均适用。本信息附表中使用但未在以下第14条定义的加黑术语见主条款中的定义。
- 1.2. 在某些情形下本**信息附表**规定的权利之外的额外权利 或对本**信息附表**规定权利的修改将纳入为某一特定**服 务**而做出的**订单**中。

## 2. 使用限制

除非在**订单**上明确准许,**客户**不得使用**信息**以创制任何将被用于具有证券性质的可交易工具、或构成该等可交易工具之基础的任何**指数**。

## 3. 基础使用许可

- 3.1. 受制于协议的条款, 汤森路透准许客户为行使本信息 附表或订单中详细列明的使用条款之目的获得服务。 每一用户可以:
  - (a) 按照**客户**的内部商业用途所需,查看、使用和复制(下载及/或打印)合理数量的**信息**:
  - (b) 以非系统化的方式分发信息的非实质部分;
  - (c) 向其他已向**汤森路透**订购查看相同**信息**的**用户分 发信息**:
  - (d) 向以下人士**再分发信息**的**非实质部分**: \*(1) 以说明或展示目的向第三方分发,前提是不得准许该等第三方再分发该等材料;及/或(2)仅在政府或监管机关出于调查**客户**的法律法规合规性目的特别要求时,向政府及监管机关分发,
- 3.2. \*受限于以上第 1 条,**客户**不得,且应要求**用户**不得, 创制**信息**的子集合或衍生作品,亦不得出售或分发**信 息**。
- R 4. 针对个人服务的额外使用许可

- 4.1. For Services designated as an Individual Service on the Order Form, in addition to the permissions granted in clause 3 of this Information Schedule, TR permits each User to:
  - (a) modify the Information, and create Derived Data, solely for the User's individual use; and
  - (b) Distribute and Redistribute Insubstantial Portions of Derived Data in a Non-Systematic manner.
- 4.2. If Client is receiving an Individual Service that includes broker research, then:
  - (a) Client will ensure that the broker research is viewed only by entitled Users; and
  - (b) The permissions granted in Clause 3(b), 3(c), 3(d) and 4.1 do not apply to the broker research.
- 5. ADDITIONAL USAGE PERMISSION FOR 5. ENTERPRISE SERVICES
- 5.1. For Services designated as an Enterprise Service on the Order Form, in addition to the permissions granted in clause 3 of this Information Schedule, TR permits Client to:
  - (a) deliver Information to an Application for use by such Application within the usage rights or Business Activity described in an Order Form; and
  - (b) Distribute Information from such Application to Users.
- 5.2. Where a User accesses Information from an Application as permitted in clause 5.1(b) above, Client shall pay the relevant Fees on a per User basis (in addition to any other Fees), unless the Client is already paying TR for a subscription for that User in respect of the same Information. Client shall report to TR via its Access Declaration those User(s) who have access to Information. The total Fees payable will be adjusted per billing period based on the number of User declared on the Access Declaration submitted prior to the relevant billing period.
- 6. \*NOT USED
- 7. USE OF RICS
- 7.1. Where TR supplies RICs to Client as part of a Service, Client may do the following:

## Use with Information

- (a) use such RICs to access and identify Information supplied as part of that Service;
- (b) store Information (where permitted to do so under the Agreement) with the associated RIC;
- (c) store RICs in the ordinary course of Client's use of

- 4.1. 对于在**订单**中指定为**个人服务的服务**,在本**信息附表**的第 3 条授予的许可之外,**汤森路透**还许可每一**用户**:
  - (a) 仅为**用户**的个人用途修改**信息**,创制**衍生数据**;
  - (b) 以非系统化方式分发和再分发衍生数据的非实质 部分。
- 4.2. 如果**客户**正在接收包含券商研究的**个人服务**,则:
  - (a) 客户将确保券商研究仅由有权利的用户查看;且
  - (b) 第 3(b)条, 第 3(c)条,第 3(d) 条和第 4.1 条授予的许可不适用于券商研究。
- 5. 针对企业服务的额外使用许可
- 5.1. 对于在**订单**中指定为**企业服务**的**服务**,在本**信息附表** 的第**3**条授予的许可之外,**汤森路透**还许可**用户**:
  - (a) 在**订单**上描述的使用权限或**业务活动**之内,为**应** 用使用之目的将**信息**发至一项**应用**;及
  - (b) 从该**应用**中将**信息**分发给用户。
- 5.2. 当用户按照以上第 5.1(b)条的准许从一项应用中获取信息时,客户应当就每一用户支付相关服务费(以及其他任何服务费),除非客户就用户订购相同信息已经在向汤森路透支付费用。客户应当通过其访问服务申报书向汤森路透报告获取信息的用户。应当支付的服务费总额将按照账期并基于在相关账期之前提交的访问服务申报书中申报的用户数量进行调整。
- 6. \*未使用
- 7. 路透代码表(RICs)的使用
- 7.1. 当**汤森路透向客户**供应**路透代码表**(**RICs**)(作为**服 务**的一部分)时,**客户**可作出以下行为:

## 使用信息

- (a) 使用该等**路透代码表**(**RICs**)以访问和识别作为 **服务**的一部分被提供的**信息**:
- (b) 存储**信息**(如果**协议**允许)及其相关的**路透代码 表**(**RICs**);
- (c) 在**客户**使用相关**服务**的正常业务过程中在对照表

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the relevant Service within mapping tables which Client maintains to cross-refer RICs to alternative symbols, provided that the RIC is not used directly or indirectly to retrieve data from a source other than TR's, and subject to the consent of the third party symbology owner as appropriate;

(d) Distribute or Redistribute Information (where permitted to do so under the Agreement) with the associated RIC as its primary identifier;

## Use with data created by Client

- (e) use RICs to identify broker research and/or earnings estimates created by Client; store them with the associated data in Client's internal databases; and use them to retrieve such data for Client's internal use.
- (f) send RICs with broker research and/or earnings estimates created by Client when Client Distributes or Redistributes such data in the ordinary course of its business (including to research and estimates revendors), provided that RICs are provided on the basis that the recipients can only use RICs to identify the associated data for Reference Purposes in the ordinary course of their own business;

## Use with Contributed Data

- (g) use RICs to input Contributed Data into TR's services;
- (h) for Contributed Data which does not constitute Information (i.e., which is in Client's own format in Client's internal databases and is not being accessed by Client through a Service), use the associated RICs with such data for Reference Purposes for internal use only.
- 7.2. <u>Attribution</u>. Where Client is permitted to Distribute or Redistribute RICs for Reference Purposes only, it must ensure that RICs are attributed to TR.
- 7.3. <u>Storage</u>. All RICs supplied with a Service must be deleted on termination of the relevant Service, except to the extent required by, and for use only to identify and retrieve associated Information which Client is required to continue storing to comply with any applicable laws and regulations.

## 8. CONTRIBUTED DATA

8.1. Client grants to TR a perpetual right to include Client's Contributed Data in any product or service provided by TR or its Affiliates from time to time, subject to any restrictions in this clause 8.1. Client's Contributed Data may be categorized in one of three ways: (a) "Open Access" Contributed Data is released to all clients of TR and its Affiliates subscribing to the relevant product or service; (b) "Public Restricted Data Set" (Public RDS) Contributed Data is released to clients of TR and its Affiliates subscribing to the relevant product or service, except those clients whom Client specifies in advance; or (c) "Private Restricted Data Set" (Private RDS) Contributed Data is released only to those clients of TR and its Affiliates whom Client specifies in advance.

范围内存储**路透代码表**(**RICs**)(根据对照表**客 户**将**路透代码表**(**RICs**)和替换的符号交叉引用),前提是**路透代码表**(**RICs**)没有直接或间接被用于从**汤森路透**之外的其他来源检索数据,且受限于第三方符号所有人的适当同意;

(d) **分发或再分发信息**(如果协议允许)及作为主要 识别符的相关**路透代码表**(**RICs**);

## 使用客户创制的数据

- (e) 使用**路透代码表**(**RICs**)以识别券商报告及/或**客户**建立的收益预测;在**客户**的内部数据库中存储它们及相关的数据;并出于**客户**的内部目的使用它们以检索该等数据。
- (f) 当客户在其正常业务过程中分发或再分发该等数据(包括向研究和预测再供应商分发或再分发)时,发送路透代码表(RICs)及券商报告及/或客户建立的收益预测,前提是提供路透代码表(RICs)时接收方仅可在其自身的正常业务过程中出于参考目的使用路透代码表(RICs)识别相关数据:

## 使用输入数据

- (g) 使用**路透代码表**(**RICs**)以在**汤森路透**的服务中 录入**输入数据**:
- (h) 对于不构成**信息的输入数据**(即存在于**客户**的内部数据库中,使用**客户**自身的格式,且**客户**并未通过一项**服务**对其进行访问的数据),在内部使用中仅出于**参考目的**使用相关的**路透代码表**(**RICs**)及该等数据。
- 7.2. <u>归属</u>。当**客户**获准仅出于**参考目的分发**或**再分发路透代码表(RICs**),其必须确保**路透代码表**(**RICs**) 归属于汤森路透。
- 7.3. <u>存储</u>。在相关**服务**终止时,除非任何适用的法律法规要求,且仅出于识别和检索**客户**被要求继续存储以遵守任何适用的法律法规的**信息**之目的,所有随**服务**提供的**路透代码表**(**RICs**) 必须予以删除。

## 8. 输入数据

8.1. 受制于本第 8.1 条的任何限制,客户向汤森路透授予一项永久性权利以将客户的输入数据加入汤森路透或其关联企业不时提供的任何产品或服务之中。客户的输入数据可能被归为以下三方式中的一种: (1) "开放访问"输入数据向汤森路透及其关联企业的所有认购相关产品或服务的客户提供; (2) "公开受限数据集(Public RDS)"输入数据向汤森路透及其关联企业的所有认购相关产品或服务的客户提供,但不包括客户已经提前列明的客户; 或(3) "私人受限数据集(Private RDS)"输入数据仅向客户已提前列明的汤森路透及其关联企业的客户提供。

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- 8.2. Client will ensure that Client's Contributed Data (a) comprising real-time prices is representative of the rates that Client is willing to and actually trades at the time of contribution, and (b) Client's input of Contributed Data: (i) complies with TR's quality, network security and capacity requirements; (ii) complies with applicable laws and regulations and does not contain objectionable material; and (iii) is in the form and quantity agreed to by TR. Client shall not charge clients of TR or its Affiliates to access Contributed Data that is available through an Individual Service. TR may limit or remove Contributed Data from distribution or limit or block Contributed Data input, if Client does not comply with these requirements.
- 8.3. This clause 8 shall not apply to Contributed Data provided to TR solely for use on an Internet site developed and hosted by TR on behalf of Client for display of Client-provided content.

#### 9. STORAGE

Client may not store Information or Derived Data except to the extent necessary to benefit from the usage permissions granted under this Agreement. In addition, Client may store Information and Derived Data to the extent required by, and may use it only to comply with, applicable laws and regulations. However, in no event may Client use the stored Information or Derived Data as a substitute for any Service (or substantial part of it) provided by TR or its Affiliates. All Information and Derived Data must be deleted on termination of the relevant Service, except to the extent required by, and for use only to comply with, any applicable laws and regulations. Storage of RICs is covered in clause 7.3 of this Information Schedule.

## 10. ACCESS DECLARATIONS

Client shall complete Access Declarations where Client controls or is required to disclose Users' or Client's Customers' access to or consumption of a Service. TR will advise Client of when and in what format to submit these Access Declarations to TR. Client shall ensure that accurate Access Declarations are completed and that Client maintains effective internal control systems and procedures to establish and verify the information contained in any Access Declaration. Client must provide TR with written details of such systems and procedures upon TR's request. TR may require that the Client run checks on usage, and report the results to TR. Access Declarations are used to determine the Charges due; however, TR and its Third Party Providers reserve the right to apply additional charges where Access Declarations contain errors.

- 3.2. 客户将确保,其输入数据(1)包含的实时价格能够 代表客户在输入时有意和实际交易的价格;及(2)客 户对输入数据的录入:(i)符合汤森路透的质量、网络 安全和容量要求;(ii)符合适用法律法规,不包含招致 异议的材料;(iii)且采取汤森路透同意的形式和数 量。客户不得向汤森路透或其关联企业的客户对访问 通过一项个人服务提供的输入数据收取费用。如果客 户未遵守前述要求,汤森路透可以限制输入数据的分 发或将其移除不予分发,或限制或阻止输入数据的录 入。
- 8.3. 本第 8 条不应适用于向**汤森路透**提供的仅在特定网络场所(该网络场所由**汤森路透**为演示**客户**所提供内容而代表**客户**开发和托管)使用的输入数据。

### 9. 存储

除非为受益于**协议**授予的使用许可的必要范围内,客户不得存储**信息**或**衍生数据**。此外,在适用的法律法规要求的范围内(亦仅可用于遵守该等法律法规),客户可以存储**信息和衍生数据**。然而,在任何情况下**客户**不得存储**信息或衍生数据**以替代**汤森路透**或其**关联企业**提供的任何**服务**(或其实质部分)。在相关**服务**终止时所有**信息和衍生数据**必须予以删除,除非为适用的法律法规要求的范围内(亦仅可用于遵守该等法律法规)的存储。路透代码表(RICs)的存储见本**信息附表**的第 7.3 条。

## 10. 访问服务申报书

当客户控制或被要求披露,用户或客户的顾客访问或使用一项服务时,客户应当完成访问服务申报书。汤森路透将告知客户何时以及以何种格式向汤森路透提交该等访问服务申报书。客户应当确保其己准确填写访问服务申报书,且维持有效的内部控制系统和程序以建立和核实在访问服务申报书中包含的信息。应汤森路透要求,客户必须以书面形式向汤森路透提供有资等系统和程序的详细情况。汤森路透可要求客户均便用情况的检查,并向汤森路透报告结果。访问服务申报书被用于确定应支付费用。然而,汤森路透及其第三方提供商保留在访问服务申报书包含任何错误时收取额外费用的权利。

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#### 11. SERVICES DESIGNATED FOR LOCAL MARKETS

Some Services are specifically designed for a local market. If TR advises Client that this is the case with respect to a Service, Client agrees not to Distribute or Redistribute the Service (in whole or in part) outside that local market

## 12. ATTRIBUTION

Except as otherwise specified in another Schedule or Order Form, Client must ensure that all Information it is permitted to Distribute or Redistribute is attributed to TR as the source (or, where applicable, the relevant Third Party Provider), in the following format: "Source: Thomson Reuters".

## 13. ADDITIONAL CANCELLATION RIGHTS FOR THIRD PARTY INFORMATION

Client has the option to stop receiving the Information from Third Party Providers, and paying the associated Charges, where that Information is provided as an add-on to a Service (and is therefore designated as a "Related Charge" on the Order Form). Client shall provide TR with at least 60 days' notice of such cancellation, which shall take effect:

- (a) in the case of Information from stock exchanges, on the first day of the following quarter where TR provides for Client to declare its usage of the relevant Information via an Access Declaration, but otherwise on the first day of the following month; or
- (b) in the case of Information from other Third Party Providers, on the first day of the following quarter where TR provides for Client to declare its usage of the relevant Information via an Access Declaration, but otherwise at the end of the Initial Term or the Renewal Term (each, as defined on the Order Form) for the relevant Service.

## 14. **DEFINITIONS**

**Application** – a server-based application, the details of which may be set forth on an Order Form.

**Business Activity** – a permitted activity as specified on an Order Form

Client's Customer(s) - anyone other than Client's employees and authorized contractors outside the Site or any Recipient Location.

**Distribute** - to send within the Site and to Recipient Locations.

**Enterprise Service** - a Service designated as an "Enterprise" Service on an Order Form.

**Index** - a statistical or numerical measure of the value and changes to the value of a representative grouping of securities or other investment vehicles.

## 11. 指定为本地市场的服务

部分**服务**明确为针对地方市场设计。如果**汤森路透**告知**客户**,某项**服务**为针对地方市场设计,则**客户**同意不将该等**服务**的全部或部分向该地方市场以外的地域**分发**或**再分发**。

## 12. 归属

除非在其他**附表或订单**中另有明确规定,**客户**必须确保其获准**分发或再分发**的所有**信息**均表明**汤森路透**(或如适用,相关**第三方提供商**)为信息源,格式如下:"来源:汤森路透"。

### 13. 第三方信息的额外取消权

当所提供的**信息**作为一项**服务**的附加从而在**订单**上被 指定为"相关费用"时,客户有权选择停止接从第三 方提供商处收该等信息并停止支付相关的费用。客户 应当就该等取消提前 60 天向**汤森路透**发出通知,取 消在以下时点生效:

- (a) 对于来自证券交易所的信息,如**汤森路透**规定**客 户**通过**访问服务申报书**申报其相关**信息**的使用情况,则为下一季度首日,但在其他情况下为下一月的首日;或
- (b) 对于来自**第三方提供商**的信息,如**汤森路透**规定 **客户**通过**访问服务申报书**申报其相关**信息**的使用 情况,则为下一季度首日,但在其他情况下为相 关**服务的初始期限或续展期限**(各自于**订单中列** 明)的最后一日。

## 14. 定义

**应用** – 基于服务器的一项应用,其详情可规定于**订单**中。

业务活动 - 在订单中列明的获准活动。

**客** 的 顾客 - 客户的雇员及授权承包商之外且位于场 所及任何接收方位置之外的任何人士。

**分发** – 在**场所**内发送和向**接收方位置**发送。

**企业服务** - 在**订单**中指定为"**企业"服务**的一项**服** 

**指数** –具有代表性的一组证券或其他投资工具的价值 或价值变化的统计性或数字化的度量。

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**Information Service** – all Services designated on an Order Form as "Individual", "Enterprise", "Redistribution" or "Lipper", and any other Service that contains "Information."

**Insubstantial Portions** - limited extracts which: (a) have no independent commercial value; and (b) could not be used as a substitute for any service (or a substantial part of it) provided by TR, its Affiliates or its Third Party Providers.

**Non-Systematic** - use on an infrequent basis and not automatically generated by machine or regularly created by individual Users.

**Reference Purposes** - as one of the identifiers of the relevant data (i.e., neither to access nor as the only method of identifying such data).

**Recipient Location** - any of Client's offices (other than a Site), or any of Client's Subsidiary's offices, in each case, which receive Information from a Site.

**Redistribute** - to send outside the Site or any Recipient Location in the ordinary course of Client's business.

**Site** - any location of Client to which TR supplies access to the Services directly, as specified on an Order Form.

信息服务 - 所有在订单上被指定为"个人"、"企业"、"再分发"、"理柏(Lipper)"的服务,以及任何其他包含"信息"的服务。

**非实质部分** -满足以下条件的有限摘录: (1) 没有任何独立的商业价值;及(2)其使用不能替代**汤森路透**或其**关联企业**或其**第三方提供商**提供的任何服务或其实质部分。

**非系统化** – 非经常使用、非通过机器自动产生、或非通过个人用户定期创制。

**参考目的** – 作为相关数据的其中一项识别符(即,非访问该数据,亦非作为识别该数据的唯一方式)。

接收方位置 -客户的任何办公室(场所除外),或客户的子公司的任何办公室,在任一情况下,在该等办公室从某一场所接收信息。

**再分发** - 在**客户**的正常业务过程中在**场所**或任何**接收 方位置**以外发送。

**场所 - 订单**中列明的**客户**的任何场所**, 汤森路透**在该等场所直接提供访问**服务**。

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

<sup>\*</sup>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。