

ON DEMAND SERVICES PRODUCT NOTES
(VERSION 2.0)

The terms contained in these Product Notes apply to the Services known as “*Enterprise GRC on Demand Service*” or “*Compliance Manager on Demand Service*” in addition to the Master Terms referred to in the attached Order Form (“Master Terms”).

1. Implementation Deliverables. If the value of Client’s Full, Contributor, and Consumer User Fees identified in the Order Form is up to US\$65,000, Client will receive TR’s Standard Implementation Deliverables as training and implementation Services for the on Demand Service. If Client’s User Fees total US\$65,000 or more, Client will receive TR’s Premium Implementation Deliverables. No other Fees identified in the Order Form are included in the calculation of Standard versus Premium Implementation Deliverables. Implementation Deliverables are included in the User Fees as part of TR’s standard service offering to set up the software portion of the Product only and do not include Professional Services requested or required by the Client according to Client’s individual selections. Such individual selections may require completion of a SOW and payment of additional Fees.

2. Data Storage. Included in the Fees, Client will receive up to 10GB of data storage with the Service. The storage used by Client will be calculated by adding the space used in all of Client’s production databases and will be rounded to the next highest total GB (i.e. 10.1GB will be calculated as 11GB and Client would be responsible for an additional Fee for the extra 1GB of data). Any additional storage space fees will be invoiced quarterly at Thomson Reuters’s rates in effect at the time the additional storage is first added.

3. User Administration. As part of the User set up process, Client will assign its Users a user identification and password. Client is responsible for maintaining the confidentiality of the user identifications and passwords and for any and all activities with the Service using Client’s user identification(s) or password(s). Users’ access to any of Client’s data within the Service via the Internet will be granted solely by Client. Client may reassign or assign new user identifications and passwords as it deems necessary. If the number of Users assigned user identification(s) or password(s) exceeds the number purchased and paid for by Client, TR will invoice for the additional Users at its then-current pricing and Client will be liable for such additional Fees. Additional Users will be invoiced at the start of the next quarter following their first access to the Service and additional Fees will be prorated to include the full month during which access began through to the next Anniversary Date. Once added, User Fee obligations are noncancelable and amounts paid are nonrefundable.