

## TRTA PRODUCT Evaluation License Agreement

This Evaluation License Agreement, along with any Thomson Reuters South Asia Private Limited's (and/or its affiliates') ("TRTA") order form or other addenda made a part hereof by reference (collectively the "Agreement") sets forth the conditions upon which TRTA is willing to permit the legal entity that you represent to TRTA you have the authority to act on behalf of ("Client") to access TRTA's application(s) delivered or downloadable that is meant to be installed on and used from a Client computer system or network or TRTA's application(s) that reside on a TRTA or third party server which Client accesses and uses from a separate location via an internet connection ("Product"). Please carefully read the terms and conditions below before requesting a Product password. This is a legal document between TRTA and Client and sets forth all of Client's legal rights and obligations relating to Client's access to the Product and use of the related services.

**1. GRANT AND CONDITIONS OF LICENSE.** Commencing as of the date ("Start Date"), TRTA, shall grant to Client a nonexclusive and nontransferable license to use the Product for Client for evaluation purposes, (the "License"), subject to the following terms and conditions:

- (a) the License granted herein shall be limited to the Evaluation Period (as hereinafter defined);
- (b) Client hereby acknowledges that it acquires only the right to use the Product and Documentation (which shall mean and include any user, technical and training manuals and other information related to Product(s), in whatever format, that may be delivered to Client under this Agreement and all copies thereof) thereto **for evaluation purposes only**, and does not acquire any rights of ownership therein;
- (c) Client is hereby authorized to:
  1. provide access to the Product, but only to Client employees and third party contractors who require such access to participate in the evaluation process, provided such third party contractors are bound by written terms of confidentiality and shall not access or use the Products for any other purpose.
  2. Access and use the Documentation provided by TRTA in support of Client's evaluation of the Product, however, any Documentation provided by TRTA in printed form may not be copied without TRTA's prior written consent.

CLIENT IS NOT AUTHORIZED TO AND SHALL NOT (1) UTILIZE THE PRODUCT FOR PRODUCTION PURPOSES WHERE EITHER ACTUAL TAX FORMS TO BE FILED WITH A TAXING AUTHORITY, OR SUPPORT DOCUMENTATION THERETO ARE PRODUCED; (2) ALTER, DECOMPILE, USE, COPY OR MODIFY PRODUCT OR PERMIT OR ASSIST ANY OTHER PARTY IN DOING SO; (3) RENT, LEASE, SUBLICENSE, PERMIT ACCESS TO OR OTHERWISE TRANSFER THE PRODUCT OR CLIENT'S RIGHTS UNDER THIS LICENSE AGREEMENT TO ANY THIRD PARTY EXCEPT, AND ONLY TO THE EXTENT AS EXPRESSLY PROVIDED FOR HEREIN; (4) USE THE PRODUCT TO PROCESS THE WORK OF A THIRD PARTY OR (5) REMOVE OR OBSCURE TRTA'S PROPRIETARY NOTICES.

**2. TERM.** The License granted hereunder is effective as of the date the Product was first made available to be accessed by Client, and will continue for a period of **thirty (30) calendar days** thereafter ("Evaluation Period"). If at the end of the Evaluation Period, Client elects to continue to license the Product, Client will execute a TRTA licensing agreement and this Agreement shall immediately terminate. If at the end of the Evaluation Period, Client elects not to license the Product, or if this Agreement otherwise terminates as provided for herein, Client shall immediately cease all use of the Product and promptly return all TRTA provided Documentation and related materials and any copies thereof to TRTA and certify in writing that no other copies have been made or retained, and if applicable, TRTA shall terminate Client's access to the Product.

In the event Client or anyone accessing and using the Product on Client' behalf ("Users") fail to comply with any term of this License Agreement, TRTA may immediately and without notice terminate the License and the Client rights granted herein.

- 3. TITLE AND OWNERSHIP OF RIGHTS.** Client (i) understands that the Product, information and content thereto (including, but not limited to screen shots, layouts, text, and user interfaces) and all Documentation provided by TRTA hereunder are the sole and exclusive property of and proprietary to TRTA or a third party licensor to TRTA ("Third Party Licensor"), and (ii) agrees that Client shall not acquire any property right or other proprietary interest in or other claim of title to the Product by operation of this License Agreement.
- 4. CONFIDENTIALITY.** Client acknowledges that the Product and Documentation constitute valuable trade secrets of TRTA and/or TRTA's Third Party Licensor. Client agrees to (i) treat the Product and Documentation as it would its own valuable trade secrets but with no less than reasonable care; (ii) limit circulation to only those Users having a need to use and evaluate the Product and (iii) not disclose or otherwise make available the Product or Documentation in whole or in part to other employees or third parties within or without Client's organization without the prior written approval of TRTA. In the event of any breach of the obligations set forth in this section by Client or its representatives, TRTA could be irreparably and immediately harmed and may not be made

whole by monetary damages. Without prejudice to any rights and remedies otherwise available, the TRTA shall be entitled to seek equitable relief by way of injunction in the event of a breach of any provision of this section.

5. **DISCLAIMER OF WARRANTY.** Client understands that any Product or Documentation provided under this Agreement is for evaluation use only, agrees that the Product and Documentation are provided "as is" and "where is".

NEITHER TRTA, OR IF APPLICABLE, TRTA'S THIRD PARTY LICENSORS MAKE, AND CLIENT HEREBY WAIVES ANY WARRANTIES OF ANY TYPE OR KIND WITH RESPECT TO THE PRODUCT AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR AN INTENDED PURPOSE, OR THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR THAT THE PRODUCT OR DOCUMENTATION ARE ERROR FREE. CLIENT ASSUMES SOLE RESPONSIBILITY AND ENTIRE RISK AS TO THE SUITABILITY AND RESULTS OBTAINED FROM USE OF THE PRODUCTS AND DOCUMENTATION, AND ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE INFORMATION CONTAINED IN OR GENERATED BY THE PRODUCTS AND DOCUMENTATION. CLIENT UNDERSTANDS AND AGREES THAT RESULTS OBTAINED FROM USE OF AND TRTA SUPPORT RECEIVED CONCERNING SAID PRODUCTS AND DOCUMENTATION WILL NOT, UNDER ANY CIRCUMSTANCES, BE CONSIDERED TAX, LEGAL OR ACCOUNTING ADVICE.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TRTA OR ITS THIRD PARTY LICENSORS BE LIABLE FOR: DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, LOST PROFITS, INTEREST, PENALTIES OR ASSESSMENTS IMPOSED UNDER APPLICABLE TAX LAWS OR OTHERWISE; THIRD PARTY CLAIMS BY CLIENT AFFILIATES, PARTNERS OR CUSTOMERS; OR DAMAGES WITH RESPECT TO WHICH CLIENT CONTRIBUTED OR ACTED AS AN INTERVENING CAUSE, WHETHER FORESEEABLE OR NOT, EVEN IF TRTA OR THIRD PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **CLIENT INDEMNIFICATION OF TRTA.** CLIENT IS SOLELY RESPONSIBLE FOR ACCESS TO AND USE OF THE PRODUCT BY ANYONE TO WHOM CLIENT PROVIDES ACCESS. CLIENT AGREES TO DEFEND, AT ITS OWN EXPENSE AND HOLD TRTA HARMLESS AGAINST ANY CLAIMS, SUITS, PROCEEDINGS (EACH A "CLAIM") OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) BROUGHT AGAINST TRTA RESULTING FROM CLIENT'S AND ITS USERS' ACCESS AND USE OF THE PRODUCT, AND TO INDEMNIFY TRTA FOR ANY DAMAGES, COSTS, EXPENSES, AND/OR LOSSES RESULTING FROM SUCH CLAIM OR CLIENT'S USERS' BREACH OF THE CLIENT'S OBLIGATIONS HEREIN, INCLUDING, WITHOUT LIMITATION, BREACH OF SECTIONS 1 AND 5 HERETO.

8. **GENERAL.**

- (a) **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of India (without regard to principles of conflicts of law).
- (b) **Assignment.** Client may not assign this Agreement without the prior written consent of TRTA.
- (c) **Severability.** Should any part of this Agreement be held by a court of competent jurisdiction to be illegal or unenforceable, that portion shall be deemed null and void and severed from the License Agreement for all purposes and the remainder of the License Agreement shall remain in full force and effect.
- (d) **Survival of Terms.** Any provisions of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall survive such termination for any reason or expiration.
- (e) **Attorneys' Fees.** In the event it is necessary for either party to engage the services of an attorney in connection with enforcing its rights under the Agreement or any License granted hereunder, the other party agrees to pay the prevailing party's reasonable attorney's fees and all court costs.
- (f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein and supersedes all other agreements between the parties with respect to the subject matter herein, including, without limitation, any terms or conditions contained in a Client purchase order or other Client form. Client acknowledges and agrees that TRTA has made no representations other than as expressly set forth in this Agreement, and that Client has not relied upon any representations not expressly set forth herein. No amendment, modification or alteration of the terms of this Agreement shall be binding upon either party unless in writing and signed by both parties.

**BY COMPLETING AND SUBMITTING THIS ON LINE FORM REQUESTING A PASSWORD TO ACCESS ONESOURCE TRANSFER PRICING FOR EVALUATION PURPOSES, YOU REPRESENT TO TRTA THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE ONESOURCE TRANSFER PRICING EVALUATION LICENSE AGREEMENT TERMS AND CONDITIONS, AND THAT YOU HAVE THE AUTHORITY NECESSARY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION.**