

**ONLINE SERVICES – SUBSCRIPTION SERVICES**  
**SERVICE MODULE 3**  
**VERSION: 2.0**  
**VERSION DATE: 6TH DECEMBER 2021**

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the "**Master Agreement**").

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the "**Service Module Terms**") shall apply.

These Service Module Terms shall apply to and govern the terms relating to the Account Holder's use of and access to the Online Subscription Services (as defined below).

These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

## **1. DEFINITIONS**

**1.1** Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

"**Initial Subscription Period**" means the period of twelve (12) months from the date on which a Subscription commences;

"**Online Subscription Services**" means access to and use of the various Solutions and related services provided by Thomas either via the Thomas Platform, the Thomas Website or through use of the Thomas system where the Account Holder has purchased a Subscription in accordance with these Service Module Terms;

"**Renewed Subscription Period**" has the meaning set out in clause 3.1.2;

"**Subscription**" means the annual subscription purchased by the Account Holder for Platform Users to use and/or access Online Subscription Services in accordance with these Service Module Terms;

"**Subscription Allowance**" has the meaning set out in clause 5.1; and

"**Subscription Period**" means a period of twelve (12) months, being either the Initial Subscription Period or any subsequent Renewed Subscription Period.

## **2. ONLINE SUBSCRIPTION SERVICES**

**2.1** The Account Holder must have the benefit of an existing and valid Platform Licence in order to purchase a Subscription in accordance with these Service Module Terms.

**2.2** Subject to the Account Holder purchasing a Subscription in accordance with these Service Module Terms and the restrictions set out in this clause 2, Thomas hereby grants to the Account Holder a non-exclusive, non-transferable right, without the right to grant sub-licences, to access and/or use the Online Subscription Services during the Subscription Period solely for the Account Holder's internal business operations.

**2.3** Thomas shall use reasonable endeavours to make the Online Subscription Services available twenty-four (24) hours per day, seven (7) days per week, provided that:

2.3.1. such availability shall exclude any planned or unplanned maintenance on the Thomas Platform which Thomas may carry out at any time and whereby Thomas shall use reasonable endeavours to provide the Account Holder with prior notice of such unavailability; and

2.3.2. the Account Holder maintains a sufficiently fast and reliable internet connection and uses a browser environment which complies with Thomas guidelines published from time to time on the Thomas Website and which may require the downloading of additional browser plug-ins to enable access and whereby Thomas is not responsible for such third party plug-ins and the Account Holder is responsible for complying with any licence agreements and other terms and conditions which may apply to them.

## **3. SUBSCRIPTION PERIOD AND RENEWALS**

**3.1** The term of a Subscription shall:

3.1.1. continue for an Initial Subscription Period; and

3.1.2. subject to clause 3.2, automatically renew for further 12 (twelve) month periods ("**Renewed Subscription Period**"), at the end of the Initial Subscription Period or a Renewed Subscription Period as may be applicable.

**3.2** The Account Holder must notify Thomas of its intention not to renew a Subscription no later than 30 (thirty) days before the end of the relevant Subscription Period.

## **4. SUBSCRIPTION TERMINATION AND EXPIRY**

**4.1** If a Platform Licence expires or is otherwise terminated, or if these Service Module Terms are terminated for any reason, any Subscription which the Account Holder has purchased in respect of these Service Module Terms will automatically expire at the end of the relevant expiring Platform Licence Period or as at the date of such Platform Licence or Service Module termination (as applicable).

**4.2** If the Account Holder has its access to the Thomas Platform and/or Platform Licence disabled or suspended by Thomas pursuant to these Service Module Terms, Service Module 1 (Platform Licence Terms) and/or the Master Agreement, any Subscription which the Account Holder has purchased under these Service Module Terms will automatically be disabled or suspended for the same amount of time of disablement or suspension relating to the Thomas Platform and/or Platform Licence as applicable. Once the period of disablement or suspension is over and access to the Thomas Platform and/or Platform Licence is resumed by the Account Holder, the Subscription will continue to be effective for the remainder of the relevant Subscription Period.

## **5. SUBSCRIPTION ALLOWANCE**

**5.1** For each Subscription purchased by the Account Holder pursuant to these Service Module Terms, Thomas shall allocate a Subscription usage allowance which shall permit the Account Holder to use and/or access a specified maximum amount of Online Subscription Services for the duration of the Subscription Period (the "**Subscription Allowance**"). The Subscription Allowance for each Subscription Period shall be calculated by Thomas in its absolute discretion and acting reasonably, on the following basis:

5.1.1. for the Initial Subscription Period, an estimate of the expected Online Subscription Service usage; and

5.1.2. for any Renewed Subscription Period, an estimate of the expected Online Subscription Service usage which shall be based upon the actual Online Subscription Service usage for the previous Subscription Period, provided that the Account Holder shall be entitled to make representations to Thomas to adjust the allocated Subscription Allowance for a particular Subscription Period and which shall be considered by Thomas in order to make the final decision as to the allocated Subscription Allowance for the relevant Subscription Period.

**5.2** Notwithstanding clause 5.1 and unless otherwise agreed in writing by Thomas, the Account Holder's Subscription usage in any Subscription Period shall not exceed the Subscription Allowance. In the event that the Account Holder's Subscription usage in any Subscription Period exceeds the Subscription Allowance, Thomas has the right (in its sole discretion) to suspend the relevant Subscription until either:

5.2.1. the Subscription is renewed automatically in accordance with clause 3.1.2; or

5.2.2. the parties agree for the Account Holder to purchase an increased Subscription Allowance in accordance with clause 6.1.2.

5.3 Thomas does not guarantee the integrity of any Content in the event it suspends access to Online Subscription Services, Documentation, Deliverables and/or the Thomas Platform in accordance with clause 5.2.

## 6. SUBSCRIPTION PURCHASE AND FEES

6.1 The Fees for each Subscription purchased pursuant to these Service Module Terms shall consist of and be calculated as follows:

6.1.1. in respect of the Subscription Allowance for each Subscription Period, an annual sum payable monthly (by direct debit once Thomas has the functionality available for such payments to be made) in respect of each applicable Subscription for each Subscription Period, which shall be chargeable in accordance with Thomas' then-current price list (the "Subscription Fee"); and

6.1.2. where the Subscription Allowance has been exceeded in a particular Subscription Period, a one off payment of additional fees to increase the Subscription Allowance for that Subscription Period and which shall include:

6.1.2.1. fees to pay for any actual usage of the Online Subscription Services in excess of the subscription Allowance; and

6.1.2.2. fees to purchase additional on-going access to the Online Subscription Services for the remainder of the relevant Subscription Period.

6.2 In respect of these Service Module Terms, clause 7.3 (Fees and Payment) of the Master Agreement shall not apply. Instead, the Subscription Fee shall be payable in advance of each Subscription Period.

6.3 In addition to, and without prejudice to, the terms set out in clause 7 (Fees and Payment) of the Master Agreement, if the Subscription Fee or any other amount payable in connection with these Service Module Terms is not paid in full when due, Thomas reserves the right to suspend the:

6.3.1. Account Holder's access to the Thomas Platform; and/or

6.3.2. Subscription and/or the provision of Online Subscription Services, Documentation and/or any Deliverables or any part of them to the Account Holder.