

LSEG Workspace | Automated Domain Management (ADM)

License agreement

Definitions

The following definitions apply to this license agreement:

- **ADM Application** – Automated Domain Management application
- **Authorised User** – individual Microsoft Teams administrators employed by Customer, or contractor acting under Customer's direction in the ordinary course of Customer's business, in each case authorised to access the relevant the ADM Application
- **Customer** – the entity which has signed the relevant services contract for LSEG Workspace and authorised you to use the ADM Application
- **Domain Feed** – a list of Microsoft domain names of LSEG Workspace customers who have opted into Open Directory which is fed into the ADM Application and updated by LSEG from time to time
- **Federate(ing)** – connection of Microsoft tenants to enable external collaboration between users on Microsoft Teams
- **Federation Policy(ies)** – a Microsoft policy which defines the ability for users to collaborate with people outside of their organisation through chat
- **LSEG** - Refinitiv Limited (including their successors) and any entity that, from time to time, is directly or indirectly controlling, controlled by or is under common control of such entities. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise

★ Capitalised terms used in this License Agreement but not otherwise defined shall have the meaning given to them in the service contract between Customer and relevant member of LSEG for LSEG Workspace.

License agreement

1. License agreement

- 1.1 LSEG permits Authorised User on a limited, non-exclusive, non-transferable basis, to install and use the ADM Application solely for the purpose of managing Customer's Federation in connection with its use of Open Directory within LSEG Workspace in Teams. Customer is not permitted to use the ADM Application for any other purpose.
- 1.2 The ADM Application is provided under license for Customers of LSEG Workspace and is subject to these terms and the terms and conditions of the relevant services contract agreed between Customer and relevant member of LSEG for LSEG Workspace. To the extent there is any conflict, these terms shall prevail. The ADM Application shall be deemed to form part of the LSEG Workspace 'Service' (as defined in the services contract). Only licensed Customers are permitted to download the ADM Application.
- 1.3 In the event Customer no longer holds a license for LSEG Workspace, the Authorised User shall immediately cease use of the ADM Application.
- 1.4 The Information Schedule, Thomson Reuters Business Principles, and Reuters Business Principles (as applicable) as it relates to Individual Services, shall not apply to the ADM Application.

2. Customer obligations

- 2.1 By using the ADM Application, Customer elects to Federate with the domain names included in the Domain Feed. The Customer is solely responsible for all decisions relating to Federation, including the selection of third-party organisations with which it Federates.
- 2.2 Customer shall ensure that its Federation Policies are configured on the ADM Application to only include users of LSEG Workspace which shall ensure Federation allows only LSEG Workspace users to collaborate with third party LSEG Workspace users on Microsoft Teams via Open Directory.
- 2.3 Customer shall maintain and update its Federation Policies, including the designation of authorised individuals in a Federation Policy. Where the Customer has not enabled the automatic update feature, it is responsible for ensuring that its Federation Policies reflect any changes to the Domain Feed, including the removal of domain names no longer included.

3. Consent

- 3.1 Authorised User consents, on behalf of the Customer, to the Customer's domain names being included in the Domain Feed and shared within the ADM Application.
- 3.2 The Customer will (and the Authorised User will ensure that the Customer will) (i) obtain all necessary permissions and consents from Users and (ii) enable the Users to access the relevant notices and policies, before making LSEG Workspace in Teams available to Users.

4. Disclaimer

- 4.1 LSEG shall have no liability for any loss, damage, or claim arising out of or in connection with the Customer's failure to comply with its obligations set out in clause 2.
- 4.2 LSEG expressly disclaims any representations or warranties that the use of the ADM Application will satisfy any statutory or regulatory obligations, or will assist with, guarantee, or otherwise ensure compliance with Customer's legal requirements, or any applicable law or regulation.
- 4.3 LSEG assumes no responsibility for determining whether the ADM Application is sufficient for Customer's purposes or satisfying Customer's requirements under applicable laws.
- 4.4 In the event the ADM Application has been downloaded by a person who is not an Authorised User, LSEG is not liable for any loss, damage or claim in connection with the ADM Application.

5. Authority

The Authorised User warrants that by agreeing to this License Agreement it has the necessary authority to enter into this License Agreement on behalf of the Customer.

6. Intellectual Property and Restrictions

All intellectual property rights in and to the ADM Application are owned by LSEG and/or its licensors. The Authorised User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the ADM Application, nor permit any third party to do so.

7. Export Control

By downloading, installing or using the ADM Application, you agree that you:

- a) are not located in, organised under the laws of, resident in, or citizen of any country or region subject to a comprehensive embargo or territorial sanctions (including but limited to Cuba, Iran, Sudan, North Korea, Syria, the Crimea, Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine), nor any country to which the United States prohibits exports;
- b) are not named on, and are not 50 percent or more owned or controlled by anyone named on, any applicable government restricted-party lists, including (without limitation) the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons list, the U.S. Commerce Department's Denied Persons, Entity or Unverified lists, or the UK/EU Consolidated Sanctions Lists;
- c) will not export, re-export, release, transfer or otherwise make the ADM Application, or any direct product of it, available:
 - to any prohibited destination, entity or individual identified above;
 - or for any purpose that is prohibited under U.S., UK, EU or other applicable export-control laws;
- d) will not use, or allow anyone else to use, the ADM Application for the design, development, production or use of nuclear, missile, chemical or biological weapons, nor for any other military or defence or any other prohibited end-use that is prohibited by law; and

- e) are solely responsible for complying with all applicable export-control, sanctions and customs laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR), the UK Export Control Order 2008, and the EU Dual-Use Regulation (EU) 2021/821 (as amended).

If you no longer meet the commitments in paragraphs a)-c), you will immediately stop using the ADM Application and uninstall all copies.

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