

HighQ Product Specific Terms

1. APPLICABILITY

- 1.1 These HighQ product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access HighQ as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Product Specific Terms, annexes, schedules and general or master terms and conditions.
- 1.3 As used herein: Permitted Affiliate means any of your current or future affiliates, which are entities you directly or indirectly, have the power to Control, whether through ownership of (a) more than fifty percent of the voting equity or (b) more than fifty percent of an interest in a joint venture in which Control over the joint venture is set forth in writing, and in each case, for as long as such Control exists. “Control” and its correlative terms means, with respect to any entity, the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such entities, whether through ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, and (ii) the authority to bind such affiliate to the terms and conditions of this Agreement.

2. SCOPE OF HIGHQ LICENSES

2.1 License types:

Core Internal Users: Named employees and contractors under your, or your Permitted Affiliates’, control to whom you provide a log-in identification to access HighQ products and services set forth in your Order Form; provided that the maximum number of Core Internal Users is set out on the Order Form.

Designated Other Users: Individuals who are not Core Internal Users, and who are intended to be ancillary users of the HighQ products and services, who you invite to access HighQ; provided that the maximum number of Designated Other Users is set out on the Order Form. Designated Other Users includes both **External Users** (meaning individuals outside your, or your Permitted Affiliates’ organization) and **Basic Internal Users** (meaning individuals under your, or your Permitted Affiliates organization’s control).

- 2.2 **Scope of Use.** All access to HighQ by Core Internal Users and Designated Other Users is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access HighQ through any individual user account. You and your Core Internal Users and Designated Other Users shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of HighQ.
- 2.3 **Designated Other Users:** Core Internal Users may provide access to your instance of HighQ to your Designated Other Users solely for the purposes of:
 - (a) For External Users: collaborating on services you are providing to your client in your normal course of business; and
 - (b) For Basic Internal Users:
 - (i) receiving the services provided by a Core Internal User;
 - (ii) submitting requests or other information to Core Internal Users;
 - (iii) reading, using, and reviewing Your Content or providing comments on Your Content to Core Internal Users;
 - (iv) creating and editing documents using templates and workflows created by a Core Internal Users;
 - (v) receiving status updates from Core Internal Users;
 - (vi) A Basic Internal User may not:
 - i. create or edit templates, or workflows;
 - ii. administer or configure the HighQ product or services, or any part of the HighQ product or services; or
 - iii. be granted administrative, editorial, or content creation rights.
- 2.4 **Responsibilities.** You are responsible for the terms on which you supply HighQ, provided that you are responsible for your Designated Other Users’ compliance with the terms of the Agreement and you provide all support to your Designated Other Users. Designated Other Users’ access and use must only be made available in the manner and using the functionality we make available to you within HighQ. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Designated Other Users’ access when your Agreement for such licenses expires or is terminated.
- 2.5 **Additional Authorized Uses.** Core Internal Users may (and may authorize External Users to) provide access to documents made available through HighQ to a non-user solely for the purpose of reading or editing a shared file, and for filling out iSheet forms.
- 2.6 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to HighQ, including allocation and removal of access, and for the actions of all Core Internal Users. You may only grant administration rights to identified Core Internal Users. You are responsible for all access to HighQ through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

3. YOUR CONTENT

Your content is any information, data, materials or other content that you, Core Internal Users or Designated Other Users upload or submit through HighQ (“Your Content”). All output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of HighQ by or on behalf of you, any Core Internal User or Designated Other User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Core Internal Users or as otherwise expressly required by applicable laws. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the HighQ services for up to fifteen (15) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these HighQ Product Specific Terms shall supersede any license agreements between you and us for any of our other products.

4. BRAND LICENSE

Where you upload a logo or other branding (“Logo”) to the HighQ service, you hereby grant to Thomson Reuters a non-exclusive license to publish the Logo within your instance of HighQ for the term of the Agreement. You warrant that you are entitled to grant such a license.

5. ACCESS TO HIGHQ VIA API

- 5.1 **API License.** On request and subject to you having purchased licenses to access HighQ and to all the terms and conditions of this Agreement, we permit you, during the term, to access HighQ via the HighQ API (the “API”). You understand that access to HighQ via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use HighQ.
- 5.2 **API Responsibility.** You are responsible for all access to HighQ via the API and such access must be by way of individual user sign-in. Unless otherwise authorized under this Agreement, you may not provide access to HighQ via the API to any third-party without our written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.
- 5.3 **Technology Requirements.** You must adhere to all API documentation provided to you by us.
- 5.4 **Suspension.** We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. We will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.
- 5.5 **Modifications.** We may enhance, update, upgrade or modify the API from time to time (collectively “Changes”) and will use reasonable efforts to provide you with notice of such Changes. You acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.
- 5.6 **Disclaimer of Warranties.** We will not be liable for any inability to access HighQ via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. We make no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party’s software, system or other service. We do not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that any Faults will be corrected. We will not be liable for any loss or damages resulting from any such Faults.