HighQ Product Specific Terms

1. APPLICABILITY

1.1 These HiqhQ 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, the Additional Terms for Services with Generative AI Skills ("GenAI Terms"), annexes, schedules, and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.

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 Affiliate's, 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 Affiliate's organization) and **Basic Internal Users** (meaning individuals under your, or your Permitted Affiliate 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.

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;

2.4 **Restrictions.** A Basic Internal User may not:
   (a) create or edit templates, or workflows;
   (b) administer or configure the HighQ product or services, or any part of the HighQ product or services; or
   (c) be granted administrative, editorial, or content creation rights.

2.5 **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.

2.6 **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.

2.7 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to HighQ, including allocation and removal of access. 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 DATA

You acknowledge and agree that we may transfer Your Data to (i) our third-party service providers solely to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to HighQ.   The parties acknowledge and agree that all Your Data 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 thirty (30) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Data 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 third-party 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. Thomson Reuters is not liable for or responsible to support the API.

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 **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.

6. HIGHQ BRING YOUR OWN KEY (BYOK) FILE ENCRYPTION

6.1 This section applies only to the extent you subscribe to HighQ Bring Your Own Key (BYOK) File Encryption.

6.2 **Customer Responsibilities**

(a) You shall be solely responsible for generating, managing, and securing your encryption keys, as well as ensuring such keys are stored in a secure environment accessible only to your authorized personnel. You agree to implement appropriate security measures to protect the encryption keys from unauthorized access, loss, or theft. You agree to promptly notify Thomson Reuters of any security incidents or breaches related to the encryption keys.

(b) You agree that you may not use encryption keys to violate any of the use restrictions set forth in the Agreement, and you further agree that the encryption keys may not be used in a manner that would inhibit the provision of services to other Thomson Reuters customers.

6.3 **Thomson Reuters Responsibilities**

(a) We agree to support the BYOK process by providing the necessary technical requirements and integration to facilitate the use of your encryption keys.

(b) The parties acknowledge and agree that Thomson Reuters will not have access to your encryption keys and will not store or manage these keys on your behalf. Thomson Reuters agrees that it will not attempt to bypass or undermine the encryption mechanisms implemented via your encryption keys.

6.4 **Support**

(a) You acknowledge and agree that your use of encryption keys may inhibit Thomson Reuters ability to provide Support Services as set forth in the HighQ Service Availability, Maintenance and Support terms, and Thomson Reuters is not responsible for your failure to provide access to your environment due to your use of encryption keys.