CONTRACT EXPRESS PRODUCT SPECIFIC TERMS

1. APPLICABILITY

1.1. These Contract Express Product Specific Terms apply when you purchase a license to use or access Contract Express. "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 Contract Express Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: (i) the AI Usage Policy; (ii) Third-Party Provider Terms (to the extent applicable to the relevant Third-Party Service); (iii) the applicable Ordering Document; (iv) these Contract Express Product Specific Terms; (v) the Product Specific Terms for Legal Products and Services with AI Functionality (where applicable); (vi) Thomson Reuters General Terms and Conditions (or the applicable governing/master terms); and (vii) any remaining provision or element of the Agreement. A breach of these Contract Express Product Specific Terms is a breach of the Agreement.

2. SCOPE OF CONTRACT EXPRESS LICENSES.

2.1. **License types:**

	Create Documents	Approve Documents	Edit Documents	Negotiate Documents	Manage Templates	Author Templates	Manage Workflow	Analytics & Reporting	User Admin
Legal Users/Power Users	yes	yes	yes	yes	yes	yes	yes	yes	yes
Client Users	yes	yes	yes	yes	no	no	no	no	no
Self-serve Users	yes	yes	yes	no	no	no	no	no	no
Guest Access	yes	no	no	no	no	no	no	no	no

2.2. **Scope of Use**. Other than Guest Access, all user access to the Contract Express service is on a named individual (human) user basis by way of unique username and password. Only a single user may access Contract Express through any individual user account. You shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide Thomson Reuters with information concerning your use of Contract Express.

2.3. **Client Use**. If licensed, you may provide access to Contract Express to your clients allowing their users to use the Contract Express service for the purposes of your client's own internal business. You are responsible for the terms on which you supply Client Use provided that you ensure compliance with the terms of the Agreement and you provide all support to your clients and Client Users. Client Use must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Client Use licenses when your Agreement for such licenses expires or is terminated.

2.4. **Guest Access**. If licensed, you may provide Guest Access in a Non-Systematic manner and at no cost to an unlimited number of Guests. A "Guest" must be a human individual and "Non-Systematic" means use on an infrequent basis and not automatically generated by machine or regularly created by individual Guests. You are responsible for the terms on which you supply Guest Access provided that you ensure compliance with the terms of the Agreement and you provide all support to Guests. Guest Access must only be made available in the manner and using the functionality we make

available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Guest Access when your Agreement for Guest Access expires or is terminated.

2.5. **Responsibility**. Unless otherwise agreed with Thomson Reuters, you are responsible for the administration of all access to the Contract Express service, including allocation and removal of access. You may only grant administration rights to identified users you employ or have engaged as individual contractors acting under your direction. You are responsible for all access to the Service through the Customer or via Customer access credentials or 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 your templates and anything that you generate using Contract Express (e.g. questionnaires and documents) ("Your Content"). You acknowledge and agree that we may transfer Your Content 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 Contract Express. The parties acknowledge and agree that Your Content shall be deemed your Confidential Information. If the Agreement expires or is terminated, you may request to maintain access to the Contract Express 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 Content that you wish to retain. Nothing in these Contract Express Product Specific Terms shall supersede any license agreements between you and us for any of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. If the Agreement expires or is terminated, you must remove all Your Content that you wish to retain prior to termination or expiration.

4. BRAND LICENSE

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

5. SERVICE AVAILABILITY AND MAINTENANCE.

5.1. If you are using Thomson Reuters' hosted Contract Express service, Thomson Reuters will use commercially reasonable efforts to ensure a target uptime for the Services of 99.5%, as measured over each calendar month, excluding periods of unavailability due to one or more Exceptions defined below ("Availability Requirement"). Availability is measured excluding downtime caused by the following (each, an "Exception"): (i) misuse of, or unauthorized changes to, the Services by Customer or its authorized Users; (ii) failure, interruption or outage of internet connectivity of any infrastructure, including, hardware, software, system, network, facility, or other component not supplied by Thomson Reuters; (iii) maintenance under the Agreement; (iv) force majeure events; (v) data corruption due to user error; or (vi) any actions, inactions or omissions (including but not limited to technical failures) of a third-party provider outside of Unavailability of Contract Express due to downtime in your or your users' network or computer system or failure of the internet shall not be taken into account in calculating the Availability of the Contract Express service.

5.2. The Availability Requirement does not apply to non-production environments (including development, test, QA, and disaster recovery).

5.3. **Maintenance and Support**. Thomson Reuters shall provide maintenance and support services for the term of the Agreement.

- For the United Kingdom: Details are at: https://legalsolutions.thomsonreuters.co.uk/en/customer-portal/support training/contract-

express.html

- For the United States and Canada: Phone: 1-800-290-WEST (1-800-290-9378). Email: contract express support@thomsonreuters.com Hours are 9:00 am to 5:00 pm CT Monday through Friday.
- For Australia and New Zealand: Details are at: https://support.thomsonreuters.com.au/product/contract-express/support

6. ACCESS TO CONTRACT EXPRESS VIA API

6.1. **API License**. On request and subject to you having purchased Contract Express licenses and to all the terms and conditions of the Agreement, Thomson Reuters permits you, during the term, to access the Contract Express service via the Contract Express API (the "API"). You understand that access to Contract Express 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 to Contract Express.

6.2. **Responsibility**. You are responsible for all access to Contract Express via the API and such access must be by way of individual user sign-in. Except to the extent you have licensed Client Use, you may not provide access to Contract Express via the API to any third-party without Thomson Reuters' 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.

6.3. **Technology Requirements.** You must adhere to all API documentation provided to you by Thomson Reuters.

6.4. **Suspension**. Thomson Reuters 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. Thomson Reuters 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.

6.5. **Modifications**. Thomson Reuters 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.

6.6. **Disclaimer of Warranties.** Thomson Reuters will not be liable for any inability to access Contract Express 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. Thomson Reuters makes 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. All API access is your responsibility and is provided on an "AS IS" basis without warranty of any kind. Thomson Reuters does 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. Thomson Reuters will not be liable for any loss or damages resulting from any such Faults.