

CoCounsel Core & CoCounsel Drafting Product Specific Terms

1. APPLICABILITY

- 1.1 These CoCounsel Core & CoCounsel Drafting product specific terms ("Product Specific Terms") apply when you purchase a license to use or access CoCounsel Core or CoCounsel Drafting (the "Service" or "Services" as applicable) as set out in the applicable Order Form and supplement the Agreement, overriding any similar terms contained within the Agreement with respect to the Services. 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 GenAl 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.
- 1.2 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form, the GenAl Terms, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. COCOUNSEL CORE PRODUCT SPECIFIC TERMS

- 2.1 This section is applicable only to the extent that you subscribe to the Syncly DMS service as set forth in the Order Form.
- 2.2 **Transfer Limit**. You agree you will not transfer more than one (1) terabyte of Your Data in any annual period of the subscription term between the CoCounsel Core Service and your document management system(s) via the Syncly DMS service. Additional terabytes for data transfer are available for purchase.
- 2.3 **Tenancy**. Except as otherwise expressly set forth in the Order Form, the Syncly DMS service may be hosted in a single or multi-tenant environment in our discretion.

3. COCOUNSEL DRAFTING PRODUCT SPECIFIC TERMS

- 3.1 This section is applicable only to the extent that you subscribe to the CoCounsel Drafting Service as set forth in the Order Form.
- 3.2 **Your Responsibilities.** You shall be solely responsible for managing and administering user accounts, including issuing usernames and passwords. We may terminate or suspend any user's access to the Service for any breach without notice, and any breach by a user will be deemed to be a breach by you. You shall be solely responsible for the security and confidentiality of your account information, including usernames and passwords, and will ensure that no third party uses your account.
- 3.3 **Third-Party Applications**. The Service may support integrations with certain third-party services, platforms, applications, extensions, add-ons, and related offerings that you choose to use with the Service and that not provided by us (collectively, "Third-Party Applications"). You acknowledge and agree that your use of any Third-Party Applications is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Third-Party Applications and will not be responsible for your use of Third-Party Applications. If you choose to use a Third-Party Application with the use of the Service, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Third-Party Application to you.

3.4 Clause Finder

- 3.4.1 **Add-in**. For Clause Finder to function, you must download the add-in in accordance with the Documentation we provide to you.
- 3.4.2 Internal Agreements Administration. You must designate one or more admin users who will be responsible for maintaining Your Data. To upload Your Data, admin users must access the Thomson Reuters integrations application ("Integrations App"). Without limiting Section 3.3 above, the following shall apply to use of Integrations App with Clause Finder:
 - 3.4.2.1 Admin users may use the Integrations App, and any Third-Party Applications available within, solely for the purpose of uploading and managing Your Data for use with Clause Finder.
 - 3.4.2.2 You agree you will not store more than 10 GB of Your Data in the Integrations App site, and you agree to remove any excess storage of Your Data at our request.
 - 3.4.2.3 Admin users are responsible for adding, removing and updating Your Data, and you are responsible for ensuring that admin users understand that Your Data made available through



the Integrations App will be available for all your users. Your Data added to the Integrations App by synching directly to a Third-Party Application may include permissions that flow through with Your Data. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding Your Data to Third-Party Applications.