

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 “Services”) 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 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.
- 1.2 “You”, “your”, and “Customer” mean the client, customer, or subscriber identified 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, and our and their employees, contractors, and third-party providers.
- 1.3 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form, the GenAI Terms, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. DATA

- 2.1 **Inputs and Outputs.** Subject to Section 2.2 below, all inputs provided to, and Outputs generated by, the Services are subject to the GenAI Terms.
- 2.2 **De-identified User Prompts.**
- 2.2.1 With respect to User Prompts only, we may create and use De-identified User Prompts to improve the performance, functionality, and overall user experience of the Services. We will take reasonable steps to ensure that all such De-identified User Prompts are not re-identified by us or any third party. When using or accessing the Services, you must not provide Thomson Reuters with any User Prompts or User Content, including any personal data (as defined by applicable law) in User Prompts or User Content, which violate, misappropriate, or infringe the rights of any third party, applicable law, the Agreement, or these GenAI Terms
- 2.2.2 For the purposes of these Product Specific Terms, “De-identified User Prompts” means where we have de-identified the metadata associated with and the content of the User Prompt so that neither you nor an organization can be reasonably identifiable.

3. RESPONSIBILITIES AND RESTRICTIONS

- 3.1 **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 Services 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.
- 3.2 **Integrations.** Your use of the Services may include integrations with certain third-party services, platforms, applications, extensions, add-ons, and related offerings not provided by us (collectively, “Integrations”). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. We do not make any representations or warranties with respect to Integrations and, to the maximum extent permissible under applicable laws, shall not be held liable for their security, functionality, operation, availability, interoperability, violation of applicable law, or how such third-party provider uses Your Data. You are solely responsible for complying with any requirements set forth by any such third parties. If you choose to use an Integration with the use of the Services, 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 Integration to you. Any information that a third-party provider collects, stores, and processes from you will be subject to such third-party provider’s terms of service, privacy notice, or similar terms and is not subject to [Thomson Reuters Privacy Statement](#) or [Data Processing Addendum](#).

4. MODULE-SPECIFIC TERMS

4.1 Clause Finder

- 4.1.1 **Add-in.** For Clause Finder to function, you must download the add-in in accordance with the Documentation we provide to you.
- 4.1.2 **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") in accordance with the documentation we provide. Without limiting Section 3.2 above, the following shall apply to use of Integrations App with Clause Finder:
 - 4.1.2.1 Admin users may use the Thomson Reuters Integrations App, and any Integrations available within, solely for the purpose of uploading and managing Your Data for use with Clause Finder.
 - 4.1.2.2 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.
 - 4.1.2.3 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 syncing directly to a third-party Integration may include permissions that flow through with Your Data. We are not responsible for any such permissions or functionality, including any failures or inaccuracies, and you are fully responsible for ensuring that any permissions have been properly applied to Your Data added to Integrations and made available in Clause Finder. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding Your Data to Integrations.