

## **Drafting Tools Product Specific Terms**

### **1. APPLICABILITY**

- 1.1. These Drafting Tools product specific terms ("Product Specific Terms") apply when you purchase a license to use or access the Thomson Reuters drafting tools or products 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.

### **2. DEFINITIONS**

- 2.1. "**User**" means an employee or independent contractor of Customer that Customer authorizes to use the Service on Customer's behalf.
- 2.2. "**Admin User**" means a User who has authority to configure and manage access to shared settings, integrations and content.

### **3. RESPONSIBILITIES AND RESTRICTIONS**

- 3.1. **Customer Responsibilities.** Customer shall be solely responsible for managing and administering User accounts, including issuing usernames and passwords. Thomson Reuters 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 Customer. Customer shall be solely responsible for the security and confidentiality of Customer's account information, including usernames and passwords, and will ensure that no third party uses Customer's account. Customer shall immediately notify Thomson Reuters in the event that Customer becomes aware of any unauthorized access to the Service or any violation of the terms of this Agreement by Customer or any User. Customer shall provide Thomson Reuters with all information, materials and assistance as reasonably required for Thomson Reuters to provide the Service for Customer and its Users pursuant to this Agreement. Customer shall: (i) cause Users to comply with this Agreement; (ii) be responsible for Your Content whether submitted by Customer or Users; and (iii) use reasonable efforts to prevent unauthorized access or use of the Service. Customer shall not exploit the Service in any unauthorized way whatsoever, including but not limited to burdening network capacity. Customer will be solely responsible for: (a) providing all hardware, software, networking and communications capabilities required for use of the Service; (b) at all times using the Service in accordance with the applicable documentation and any other written instructions provided by Thomson Reuters; (c) using the Service in a manner that does not infringe the intellectual property, privacy or other rights of third parties, and (d) ensuring that Customer and its Users do not upload or transmit viruses or malicious code via the Service. Customer represents, warrants and agrees that it has received proper consent and permission of any third party to submit Your Content to the Service.
- 3.2. **Restrictions.** Customer may not use the Service in any manner not expressly permitted hereby. Without limitation, Customer may not rent, lease, lend, sell, redistribute, reproduce, make available or sublicense the Service, or use any component of the Service as a service bureau. Further, Customer may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code, underlying structure, ideas or algorithms of, or modify or create derivative works of, the Service, or any part thereof, including without limitation using or attempting to use data generated by the Service to create algorithms or models of similar functionality or purpose.

### **4. YOUR CONTENT**

- 4.1. As between Customer and Thomson Reuters, Customer exclusively owns all rights, title and interest in any information, data, materials or other content that Customer uploads or submits through the Services ("Your Content"). Customer grants Thomson Reuters permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the Services. For the avoidance of doubt, Your Content does not include any information related to or in connection with access to or use of the Services by or on behalf of Customer, or any content, tools, data or information, obtained from Thomson Reuters. Customer represents and warrants that Customer has all necessary rights in Your Content to allow Thomson Reuters to perform the Services and enforce its rights. Customer acknowledges and agrees that Thomson Reuters may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the Services and (ii) third-party partners enabled by Customer via Customer's access to the Services.



## 5. TERMS SPECIFIC TO INDIVIDUAL PRODUCTS AND MODULES

### 5.1. Clause Finder

- 5.1.1. For Clause Finder to function, you will need to download the plug-in in accordance with the documentation we provide to you.
- 5.1.2. Clause Finder – Internal Agreements Administration. Customer must designate one or more Admin Users who will be responsible for maintaining Your Content. To upload Your Content, Admin Users must access the Thomson Reuters Integrations application (“Integrations”) in accordance with the documentation we provide. The following shall apply to use of Integrations:
  - 5.1.2.1. Admin Users may use Integrations, and any applications available within, solely for the purpose of uploading and managing Your Content for use with Clause Finder.
  - 5.1.2.2. You agree you will not store more than 10 GB of Your Content in your Integrations site, and to remove any excess of Your Content at our request.
  - 5.1.2.3. Admin Users are responsible for adding, removing and updating documents, and you are responsible for ensuring that Admin Users understand that any document made available through Integrations will be available for all your Users. Documents added to Integrations by synching directly to a third-party application may include permissions that flow through with the document. 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 any documents added to Integrations and made available in Clause Finder. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding any documents to Integrations.
  - 5.1.2.4. Thomson Reuters may make certain third-party applications available within Integrations. Thomson Reuters is not responsible for any such third-party applications and cannot guarantee access or availability. Customer is solely responsible for complying with any requirements set forth by any such third parties.