



HighQ Service Availability, Maintenance and Support

1. APPLICABILITY

1.1 These HighQ Service Availability, Maintenance and Support Terms (“HighQ SLA”) 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 For the purposes of this HighQ SLA, “SaaS Services” means the hosting and provision of the HighQ products and services, excluding any third-party partner products available within HighQ, you have a license to use or access as set out in the applicable order form.

2. SERVICE AVAILABILITY

2.1 **Availability Requirement.** We will use commercially reasonable efforts to make the SaaS Services available for access and use by you, your Permitted Affiliates and Authorized Users at least 99.9% of the time (“Available”), as measured over the course of each calendar month during the service term (each such calendar month, a “Service Period”), excluding the time the SaaS Services are not Available as a result of one or more Exceptions defined below (the “Availability Requirement”). The Availability Requirement only applies to the production SaaS Services, so it does not apply to non-production environments, including but not limited to development, Q&A, test, or disaster recovery.

2.2 **Exceptions.** Availability will be calculated without regard to downtime or degradation that is due to any of the following (“Exceptions”): (1) misuse of, or unauthorized change that affects the configuration of, the SaaS Services by you, your Permitted Affiliates, Authorized Users, or Designated Other Users; (2) failure of internet connectivity; (3) failure, interruption, outage, or other problem with any infrastructure, including, hardware, software, system, network, facility, or other component, not supplied by us; (4) Scheduled Downtime (as defined below); (5) emergency downtime; (6) force majeure events; (7) data corruption due to Authorized User or Designated Other User error; (8) any actions, inactions or omissions (including but not limited to technical failures) of a third party provider outside of our reasonable control; or (9) suspension or termination of the SaaS Services pursuant to the Agreement.

2.3 **Scheduled Downtime.** All scheduled outages of the SaaS Services in whole or in part (“Scheduled Downtime”) shall depend upon the location of the data center hosting your data as set out in the table below; provided that, we may extend the specified windows if, in our reasonable opinion, such extension is necessary for the efficient and/or secure operation of the SaaS Services.

Scheduled Downtime (by data center location)

All days and times are London time	Product Update windows (up to 1 hour outage)	Infrastructure Maintenance windows (up to 2 hours outage)
UK	Saturday 18:00 – 22:00	Saturday 22:00 – 23:59
US	Sunday 06:00 – 10:00	Sunday 10:00 – 12:00
Canada	Sunday 06:00 – 10:00	Sunday 10:00 – 12:00
UAE	Friday 10:00 – 14:00	Friday 14:00 – 16:00
Germany	Saturday 18:00 – 22:00	Saturday 22:00 – 23:59
Australia	Saturday 12:00 – 16:00	Saturday 16:00 – 18:00
Jersey	Saturday 18:00 – 22:00	Saturday 22:00 – 23:59



3. MAINTENANCE AND SUPPORT

3.1 Maintenance.

3.1.1 We will use commercially reasonable efforts to maintain the SaaS Services to comply with the terms and conditions of the Agreement. Such services may include, as determined by us, providing to you updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Services so that the SaaS Services operate in accordance with the terms and conditions of the Agreement. We will, in our sole discretion, make necessary unscheduled deployments of maintenance releases (which shall include but will not be limited to changes, bug fixes, patch releases, updates or any enhancements to the SaaS Services).

3.1.2 We will use commercially reasonable efforts to monitor and manage the SaaS Services to maintain Availability that meets or exceeds the Availability Requirement. Such monitoring and management may include, in our judgment: (a) proactively monitoring on a constant basis all SaaS Service functions; and (b) taking necessary and reasonable remedial measures to eliminate threats to the Availability.

3.2 **Support.** We shall provide support services set out below (collectively, “**Support Services**”) in connection with access to and use of the SaaS Services by your Authorized Users and Designated Other Users:

3.2.1 We will provide Support Services to you through the Authorized Users you designate as systems administrators (“**Authorized Support Contacts**”) via email or telephone during the applicable time periods as provided at <https://knowledge.highq.com/help/pages/contact-support> (“**Support Hours**”). For avoidance of doubt, we will not be obligated to respond or provide support to, or address inquiries from, any person other than the Authorized Support Contacts.

3.2.2 We will: (a) use commercially reasonable efforts to respond to and correct any and all failures of the SaaS Services to be Available, excluding any Exceptions (each, a “**Service Error**”) in accordance with the Support Service Level Requirements set out and defined below, including by providing defect repair, programming corrections and remedial programming; (b) provide telephone and online support during the Support Hours defined below; (c) provide online access to technical support bulletins and other user support information and forums to the full extent we make such resources available to our other customers; and (d) respond to Support Requests defined below.

3.3 **Support Levels.** We will use commercially reasonable efforts to address all Service Errors and respond to all Support Requests submitted by your Authorized Support Contacts in accordance with the required times and other terms and conditions set out below (“**Support Service Level Requirements**”).

3.3.1 **Authorized Support Contact.** You are responsible for establishing and maintaining at least one **Authorized Support Contact** who will provide “First-Line Support” for the SaaS Services directly to other Authorized Users or Designated Other Users. Your Authorized Support Contacts shall be responsible for (a) direct responses to Authorized Users or Designated Other Users with respect to inquiries concerning the functionality or operation of the SaaS Services; (b) direct responses to Authorized Users or Designated Other Users with respect to problems concerning the functionality or operation of the SaaS Services; (c) diagnosis of problems concerning the functionality or operation of the SaaS Services, and (d) resolution of problems concerning the functionality or operation of the SaaS Services.

3.3.2 **Second-Line Support.** If, after commercially reasonable efforts, the Authorized Support Contact is unable to diagnose or resolve problems concerning the functionality or operation of the SaaS Services, the Authorized Support Contact shall submit a Support Request (defined below) to us by e-mail or telephone as specified at <https://knowledge.highq.com/help/pages/contact-support>.



3.3.3 Support Requests. We will classify requests for Service Error corrections in accordance with the descriptions set out in the chart below (each, a “**Support Request**”).

Support Classification	Request Description
1 Critical	A critical part of the SaaS Services infrastructure is unavailable or inaccessible other than during Scheduled Downtime, resulting in total disruption of work or critical business impact. An error that results in the loss of critical documented feature/function for which there is no suitable Workaround. Data is corrupted or lost and must be restored from backup.
2 Major	The SaaS Services are operational but highly degraded performance to the point of major impact on usage. Important features of the SaaS Services are unavailable with no acceptable Workaround; however, operations can continue in a restricted fashion.
3 Minor	SaaS Service is operational but partially degraded for some or all users, and an acceptable Workaround or solution exists. Problem with non-critical feature or functionality.

3.3.4 Response Times. Response times will be measured from the time we acknowledge receipt of a Support Request until the time when we respond to such Support Request within Support Hours (“**Acknowledgement Time**”). We will respond to all Support Requests and carry out our support obligations within the following times based on the classification of the Service Error, as follows:

Support Classification	Request Acknowledgement Time	Support Obligation
1 Critical	30 minutes	Within 8 hours of the initial contact made by an Authorized Support Contact during Support Hours, respond to the requesting Authorized Support Contact with a Workaround or Plan for resolving the Service Error. We will assign necessary resources on a priority basis to resolve the issue and ensure that those resources work continuously on the issue until a reasonable resolution is provided.
2 Major	60 minutes	Within 2 business days of the initial contact made by an Authorized Support Contact during Support Hours, respond to the requesting Authorized Support Contact with a Workaround or Plan for resolving the Service Error, including, if necessary, such Service Error being addressed in the next release of the SaaS Services.
3 Minor	8 hours	Within 10 business days of the initial contact made by an Authorized Support Contact, respond to the requesting Authorized Support Contact with a Workaround or Plan for resolving the Service Error, including, if necessary, such Service Error being addressed in the next release of the SaaS Services, as timing and planning permits.

For purposes hereof:

“**Workaround**” means a feasible change in operating procedures whereby an Authorized User can avoid the deleterious effects of a Service Error without material inconvenience.

“**Plan**” means a description of the steps being taken by us to resolve the Service Error which may include: (a) a high level description of the actions to be taken as part of the effort to resolve the Service Error, and (b) a preliminary technical plan for how the Service Error will be resolved