



PROFESSIONAL SERVICES TERMS

These Professional Service Terms (the “Professional Services Terms”) are governed by the applicable Statement of Work (“SOW”) and Master Terms between the customer named on such SOW (“Customer”) and the applicable Litera entity determined in accordance with the Master Terms (“Litera”). These Professional Services Terms are incorporated into the Master Terms by reference and set forth the terms and conditions under which Litera will provide Customer with those Professional Services specifically identified on the applicable SOW (the “Professional Services”). The Professional Services Terms, the SOW and the Master Terms are together referred to herein as the “Professional Services Agreement”. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the SOW or the Master Terms. For purposes of the Master Terms, the SOW shall be deemed to be an “Order Form”.

1. PROFESSIONAL SERVICES

1.1 Scope of Professional Services. Professional Services will be documented in a mutually executed SOW. Professional Services shall not constitute works-for-hire.

1.2 Term of Professional Services. Professional Services will begin and terminate on the dates or times described in a SOW.

1.3 Fees and Expenses. Fees for Professional Services are described in a SOW. In the event a SOW does not reference any specific pricing, such Professional Services shall be provided at Litera’s then-current standard time and material rates and charges. Litera shall invoice Customer, and Customer shall pay, all actual and reasonable expenses for travel, food and lodging which are directly related to the performance of Professional Services.

1.4 Deliverables. The outputs from the Professional Services are referred to herein as the “Deliverables.” The Parties will specify certain responsibilities of both Parties as well as the applicable Deliverables in the applicable SOW. Deliverables will generally be outputs that enhance or assist with the implementation and/or configuration of the Software. Deliverables will be owned by Litera in the same manner as the Software, and are deemed to be licensed pursuant to the same license or use grant and restrictions applicable to the Software.

1.5 Warranty. Litera warrants that all Professional Services shall be performed in a workmanlike and professional manner. Litera disclaims all other warranties as set forth in the Master Terms.

1.6 Delay of Professional Services. Customer acknowledges that certain milestone and delivery schedules for the performance of Professional Services may be contingent upon timely and correct performance by Customer of its Customer Obligations (as defined below). Customer shall promptly advise Litera in writing as soon as it becomes aware of any development that is reasonably likely to delay its performance or completion of a Customer Obligation. In the event of a delay caused by (i) Customer’s failure or inability to timely perform a Customer Obligation; (ii) Customer’s request for changes to the Professional Services; (iii) third parties under the control of Customer or engaged by Customer and assisting Customer with respect to receipt of the Professional Services; or (iv) Customer’s action(s) or omission(s), the applicable schedules for performance of the Professional Services by Litera under a SOW shall be deemed amended on a day-for-day basis with the corresponding delay. In addition, if such delays adversely affect Litera’s deployment of its resources, Litera will inform Customer of the impact of the delays on the overall delivery schedules and the Parties will negotiate an amendment to such schedules. If Litera’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, Litera shall not be deemed in breach of its obligations under this Agreement or the applicable SOW, or otherwise liable for any costs, charges or losses sustained or incurred by Customer, to the extent arising from such prevention or delay.

1.7 Quality Assurance and Customer Acceptance. All final quality assurance is the responsibility of Customer and must be completed within three weeks of Litera providing services or deliverables to the Customer. The project deliverable or



services, as applicable, will be deemed accepted if no written notification of correction is received by Litera within three weeks of Litera providing the services or deliverables to the Customer.

1.8 Change Orders. Any request for a change in Professional Services must be in writing. Changes in scope may result in an increase in the number of delivery days and an increase in Fees. As with any estimate of effort, Litera may need to make minor changes during the consulting engagement to resolve issues not apparent at the time the SOW was executed. However, during any engagement Litera's consulting manager will discuss such potential changes with the Customer's project lead(s) to determine possible scope impact. If Customer requires modifications to the SOW and these changes will affect the engagement's schedule or scope, or if Customer requires additional Company Professional Services assistance after the SOW is executed, a "Change Order" can be issued describing the additional services and once signed by both Parties shall act as an amendment to the SOW. Customer will be responsible for additional fees listed in the Change Order. Litera shall not be obligated to perform tasks related to such change(s) until Litera and Customer agree in writing to the proposed change via a Change Order.

1.9 Customer Obligations. With respect to the performance of the Professional Services, Customer shall have the following responsibilities and obligations (collectively, the "Customer Obligations"): (i) perform in a correct and complete manner all tasks and obligations which it agrees to perform in connection with the Professional Services; (ii) provide Litera with reliable, accurate and complete information as required; (iii) make timely decisions and obtain required management approvals; (iv) follow the directions and instructions provided to Customer in relation to receipt of the services, and (v) to the extent the services are performed at Customer's facilities, furnish Litera personnel with a suitable office environment and access to a computer or virtual machine (but limited to the instances where access to Customer's network is required for the project), printer, and such other resources and supplies as may be reasonable required by Litera.

1.10 Proprietary Rights. Litera hereby grants Customer a nonexclusive, perpetual, non-transferable, royalty-free license to use the Deliverables in conjunction with the Software in a manner consistent with this Agreement. All other rights in the Deliverables are retained by Litera. Customer acknowledge that Litera may perform similar services for other customers.