



## ON -PREMISE SOFTWARE LICENSE TERMS

These On-Premise Software License Terms (the “On-Premise License Terms”) are governed by the applicable Order Form and Master Terms between the customer named on such Order Form (“Customer”) and the applicable Litera entity determined in accordance with the Master Terms (“Litera”). These On-Premise License Terms are incorporated into the Master Terms by reference and set forth the terms and conditions under which Customer may (i) use Litera’s proprietary software that is specifically licensed to Customer pursuant to the Order Form (the “On-Premise Software”); and (ii) use the Documentation. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the applicable Order Form or the Master Terms. For purpose of these On-Premise License Terms, the term “Software” means the On-Premises Software specifically listed in the Order Form, and any Updates or Upgrades to such On-Premises Software.

### 1. LICENSE GRANT

1.1 **License.** During the Subscription Term, Litera grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide license to use, and to permit Users to use, a single copy of the object code of the Software in accordance with the Documentation solely for the internal business purposes of Customer, and subject to the terms of these On-Premise License Terms and the Master Terms and any additional license parameters or restrictions identified on the applicable Order Form; and (ii) to use and make a reasonable number of copies of the Documentation in connection with its authorized use of the Software. Customer agrees that the Software and Documentation shall be deemed accepted upon delivery.

1.2 **Network Access.** Customer agrees to provide network access for the Software to communicate with Litera servers on an ongoing basis, as applicable based on the Software. Customer acknowledges and agrees that the Customer identifier (such as a name or number), User identifier (such as name or ID), computer identifier (such as computer name and network address), Litera product (such as name and version) and Litera license key may be communicated. No Customer Data will be transmitted under this Section. Customer agrees that the Software may not operate without such access, and the Software may stop operating without notice if it is unable to verify license rights. Customer also agrees that, without such access, Litera will not be obligated to provide Support Services.

### 2. WARRANTY

Litera warrants that, for a period of ninety (90) days from the date of delivery of Software to Customer (the “Warranty Period”), the Software will operate substantially in accordance with the Documentation (the “Software Warranty”). As Customer’s exclusive remedy, and Litera’s sole liability for breach of the Software Warranty, Litera shall use reasonable efforts to repair or replace the non-conforming Software at no additional cost to Customer; provided that if Litera is unable to repair or replace such non-conforming Software, Customer shall be entitled to terminate the Agreement on notice to Litera, in which case Litera will refund Customer a pro-rata portion of any prepaid fees attributable to the defective Software that cover the remainder of the Subscription Term after the date of termination. Customer must promptly notify Litera in writing within the Warranty Period of any breach of the Software Warranty, with specific details of the nonconformity. The Software Warranty does not apply if the Software, or any portion thereof: (i) has been altered, except by Litera or its authorized representatives; (ii) has not been used, installed, operated, repaired or maintained in accordance with this Agreement and the Documentation; (iii) has been subject to abnormal physical or electrical stress, misuse, negligence or accident. Additionally, the Software Warranty only applies to the Customer who is the original licensee and does not apply to any bug, defect or error caused by or attributable to other software or hardware used with the Software and not supplied by Litera.