



ADDITIONAL TERMS AND CONDITIONS FOR THE FOLLOWING SOFTWARE PRODUCTS - CAM, PowerDesktop (1 word), Cloud Migrator, Milan, Desktop Import/Export & Zone

These additional terms and conditions together with the applicable governing agreement by deployment shall be deemed to be construed as the “Agreement”. To the extent there is any conflict between these additional terms and conditions and the applicable governing agreement, these additional terms and conditions shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

1. The following definitions shall be applicable if the Customer is using the abovementioned Software as outlined in the Order Form:

“Project” Software. Software licensed on a per-Project basis, such as Cloud Migrator, enables Customer to use the Software for a single data migration project from one data source to another data source.
2. In the event Customer receives access to SaaS Software, the SaaS Software may contain features designed to interoperate with and connect either on-premises or hosted third party software applications or Customer data sources (“Third-Party Applications”). Third Party Applications exclude SaaS Software. Customer is responsible for maintaining access to Third Party Applications from the applicable providers. Litera is not liable to Customer and shall not provide Customer with any refund, credit, or other compensation for any errors, delays, downtime, or non-performance of the SaaS Software caused by the temporary or permanent unavailability of a Third-Party Application, or if Customer terminates Customer’s subscription or license to the Third-Party Application. If Customer establishes an integration between the Third-Party Application and the SaaS Software, Customer hereby authorizes Litera to access and transmit Customer Data to and/or from the Third-Party Application during the Subscription Term and subject to Litera’s other obligations under this Agreement incident to such transfer. Litera is not responsible for any disclosure, modification or deletion of Customer Data occurring in or caused by a Third-Party Application.
3. For on-premises Software, Customer may make one (1) copy of the Software in machine readable form solely for archival purposes provided Customer shall not remove any proprietary notices.
4. If the Order Form identifies the user as “Concurrent User”, it means - Software where the license metric is “Concurrent User” may use only the associated Software specified on the Order Form, concurrently at any time so long as the number of Concurrent Users for which Customer has paid the corresponding Fees is not exceeded.
5. Customer Data. Litera is not obligated to import or export Customer Data.
6. Litera will provide Support to Customer as below:
 - 6.1. For on-premises Software product, the Support and Maintenance policy attached to Exhibit A shall apply.
 - 6.2. For cloud Software product, the Support, Maintenance and Service Level Agreement available here: <https://support.litera.com/s/supportpolicycloudhosted> shall apply.
 - 6.3. For Cloud Migrator Software product, the following support services shall be applicable: Cloud Migrator project licenses include only basic product support, i.e., bugs and when the Software is not working in accordance with the documentation. Cloud Migrator product Support does not include: (1) migration project support, (2) migration troubleshooting (including data upload and synch errors), (3) training, (4) review of strategy or best practices, (5) writing, modifying, or troubleshooting SQL scripts, (6) configuring, tuning, and optimizing hardware & third-party software (including SQL Server), (7) assistance with non-iManage source database migrations, or (8) any other request that is outside the scope of product support. *** Pre-paid professional service hours are non-refundable. Services provided beyond the prepaid amount, if any, will be billed monthly to the Customer.

EXHIBIT A

Support and Maintenance Policy – for PowerDesktop (1 word), Cloud Migrator, Milan, Desktop Import/Export & Zone

Litera provides the following primary forms of support. All times referenced are US Eastern time (Standard or Daylight).

- a) Document support whereby Customer Support personnel assist customers when document issues are encountered.
 - b) Support provided is application (product) support whereby Customer Support personnel provide support when product issues (bugs) are encountered. All times referenced are US Eastern time (Standard or Daylight).
1. **Issue Reporting.** Customer shall report issues to Litera via any method described below
 2. **Customer Support Community.** The Customer Support Community can be used to report and manage communications on all support issues for / by Customer. Customer may access the Customer Support Community at any time to monitor updates on any of their issues.
 3. **Email Support.** Email support is provided from 4:00 a.m. to 8:00 p.m. Monday through Friday, excluding US Holidays.
 4. **Telephone Support.** Telephone support is provided from 4:00 a.m. to 8:00 p.m. Monday through Friday, excluding US Holidays.
 5. **Issue Classification, Course of Action, and Initial Response – Product Support.** Litera will use all reasonable efforts to provide solutions, changes and corrections in a timely manner to assure the Product(s) operate as designed.
 6. **Issue Classification and Course of Action.** Customer will make an initial nonbinding classification of the issue they are reporting when initially reporting an issue. Litera Customer Support team reviews the issue including Customer-designated classification and makes the final determination of classification as well as action and ownership. Course of Action will be based on Issue Classification.

Classification	Definition	Course of Action
Severity 1	An issue that affects or restricts major functionality Litera wide, or for many users, and makes continued use of said functions impossible. A workaround is not available and operation cannot continue in a restricted fashion.	Litera will use commercially available “best efforts” to (a) isolate and resolve the problem immediately, if practical, and (b) provide customer with daily status updates on the progress of a software fix or (c) workaround, if available, or (d) include the software fix in the current product release.
Severity 2	An issue that severely affects or restricts major functionality. The problem is of a time sensitive nature and important to long-term productivity but is not causing an immediate work stoppage. A workaround may be available and operation can continue in a restricted fashion.	Litera will use commercially reasonable efforts to provide the customer with a “workaround”, if known, or include the fix in the (a) current release, (b) the next scheduled service pack release or (c) next major product release.
Severity 3	A minor issue that does not have a major effect on production operation for which an acceptable customer workaround exists.	Litera will use commercially reasonable efforts to fix the error in the next major product release.
Severity 4	A minor condition or issue that has no significant impact on the customer’s operations or additional requests for feature suggestions, which are defined as new functionality.	All requests are submitted to Product Management for consideration in future releases of the product.

7. **Initial Response.** Litera will respond with initial acknowledgment of issue within one hour if reported during normal business hours, or by 8:00 a.m. on the next Business Day.
8. **Course of Action and Initial Response – Document Support Initial Response.** Litera will respond with initial acknowledgment of issue within 1 hour if reported during normal US business hours, or by 8:00 a.m. on the next Business Day.
9. **Targeted Resolution and Course of Action.** Litera targets a two-hour turnaround time for all Document Support issues. Once a document issue has been reported to Customer Support, it is processed as follows:

Time	Action
0-60 minutes	Customer Support Representative reviews and attempts to resolve the issue. If unable, the issue is escalated
61 – 120 minutes	Senior Customer Support Representative reviews and attempts to resolve the issue. If unable, the issue is escalated
After 120 minutes	Lead Customer Support Representatives work with the Development team in an attempt to resolve the issue.

