

ADDITIONAL TERMS AND CONDITIONS FOR CLOCKTIMER SOFTWARE PRODUCT

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. Customer shall not merge any part of the Software with other computer software programs.
2. Litera owns all rights, title and interest to the Software's source code, applications, features, algorithms and databases therein.
3. Customer is entitled to register one (1) Admin Account at no additional costs. If an End User needs more than one (1) Admin Account, it will be charged as End User. Admin Account means an account that has no data visibility and only has permissions to access features under the tab 'Admin' in the Software.
4. The Customer is solely responsible for maintaining the confidentiality and security of the login credentials. The Customer shall not allow more than one person to use a single End User account.
5. Notwithstanding the Agreement, the Litera shall provide the on-premises Software in accordance with the Support and Maintenance policy available at: <https://www.litera.com/terms/clocktimer-software-product-support-maintenance/>, as the same may be modified from time to time. Litera will provide its SaaS Software in accordance with its Support and Maintenance policy available here: <https://support.litera.com/s/supportpolicycloudhosted> , as the same may be modified from time to time.
6. A new End User, addon, hosting or bundle can be added by requesting this to key contact person or another method as indicated by Litera from time to time.
7. Customer shall be liable, and shall indemnify Litera, for any license or other fees that Customer’s third-party vendors are charging as a result of Customer using the Software (e.g. Customer’s local SQL licenses, license fees for financial systems such as Elite 3E or Aderant, consultant’s fees for building or customizing data connections).
8. The following terms are applicable to only on-premises tool:
 - 1.1.1 Customer shall provide hardware (at least) in accordance with the specifications provided by Litera from time to time, in order to ensure that the Software runs smoothly and to ensure availability of the Software in line with the availability of other applications Customer uses;
 - 1.1.2 Customer shall ensure that access to the Software will be provided over a secure connection (e.g. TLS 1.2 or the market standard at any point in time);
 - 1.1.3 Customer shall provide Litera with remote access to the Software installation, which remote access can be supervised by Customer or otherwise be restricted to ascertain compliance with Customer's information security policies, as long as Litera can remotely assist Customer in installing the initial version of the Software;
 - 1.1.4 Customer shall assign such resources as required to regularly install Updates on Customers systems, at minimum once every two (2) months;
 - 1.1.5 Customer shall maintain appropriate backups of and restoration processes for the Software, Customer's data processed by the Software and the databases and configurations related to the Software; and
 - 1.1.6 Customer shall ensure the secure deletion of data upon termination of the Agreement.