ADDITIONAL TERMS AND CONDITIONS
FOR CONCEP SOFTWARE

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:

    "**Branding Materials**" means those trademarks, logos, artworks, photographic images and other visual or audio materials provided by the Customer to Litera for incorporation into the Software which shall be deemed to be construed as Customer Data (defined in the Agreement).

    "**End User**" means any employee, agent or subcontractor of the Customer who is authorized by the Customer to access the Software.

2. In order for Litera to render the Software, the Customer will provide Litera with all necessary co-operation and access to such information as Litera may reasonably request during the Subscription Term. This may include:

    a) providing documentation (including where applicable the Branding Materials), Customer Data and security access information;

    b) providing configuration services, ensuring that the Customer's network and systems comply with any specifications issued by Litera from time to time and accepting and applying updates and upgrades to, and new versions of, the Software;

    c) responding promptly and in full to any of Litera's reasonable requests for information, instruction or assistance; and

    d) making personnel available to instruct and assist Litera where reasonably requested by Litera.

3. The Customer will be responsible for procuring and maintaining its network connections and telecommunications links from its systems to Litera's data centres.

3.1 The Customer will maintain a written, up to date list of current End Users and provide the list to Litera upon Litera's written request.

3.2 The Customer will comply with, and will ensure that each End User complies with, the Acceptable Use Policy attached hereto as Schedule A.

4. The Customer acknowledges that the Software is delivered over third party internet and communications networks and Litera will not be liable in relation to any delays, limitations or other problems inherent in such networks or any failure of the Customer to procure and maintain adequate communications networks.

5. Litera will not be liable for any delay in or failure to provide the Software which is attributable in whole or in part to any failure of the Customer to perform its obligations under the Agreement, and in such an event Litera may adjust any agreed timings as is reasonable.

Schedule A

Acceptable Use Policy

This Acceptable Use Policy sets out terms and conditions relating to the Customer's use of the Software. All capitalized terms in this Acceptable Use Policy will have the meanings given the Agreement or, as applicable, the Support and Maintenance Agreement, unless otherwise provided.

1   SPAM

1.1   The Customer acknowledges that the sending of unsolicited emails to third parties may be considered to be 'spam' and may cause the Software to be identified by companies or internet service providers as a source of spam. This may cause subsequent emails sent by the Software to such companies or email addresses using such internet service providers to be blocked by their Spam-filtering facilities. Accordingly, the Customer agrees that it will not send unsolicited emails to any third party unless:

a)   it has obtained that party's consent to receive such emails;

b)   it has obtained that party's contact details from that party in the context of a relationship of supplier and customer (actual or prospective) and offers that party the opportunity to unsubscribe from further emails; or

c)   it has obtained that party's details from a list compiled using best-practice permission-based marketing.

The Customer also acknowledges that older email addresses may be used as "spam traps", again causing the Software to be identified as a source of spam. Accordingly, the Customer agrees that it shall monitor and maintain its mailing lists and shall not send emails to any address which has not met condition a), b) or c) within the previous year.

1.2   The Customer acknowledges that the identification of the Software as a source of Spam may impact upon other End Users of the Software unconnected with the Customer and may therefore significantly impact upon Litera's ability to conduct its business. The Customer will indemnify Litera for all losses, claim, or liability of Litera attributable to Customer's or a Customer End User's improper or unlawful use of the Software will be Customer's responsibility.

1.3   The Customer may not use the Software to email to distribution lists, newsgroups, or spam or unsolicited email addresses, including where such email addresses have been purchased from a third party or acquired other than through best-practice permission-based marketing.

1.4   If Litera receives notice or determines (acting reasonably) that the Customer's use of the Software is generating a higher number of spam complaints than would normally occur if the Customer complied with this Acceptable Use Policy, Litera will notify the Customer immediately and may, at its sole and unfettered discretion:

a)   suspend the Customer's access to the Software until the issue resulting in the spam complaints has been resolved; or

b)   terminate the Agreement or the Order Form without liability by written notice with or without immediate effect.

2   Prohibited Content and Uses

2.1   The Customer may not use the Software to:

a)   provide, sell or offer to sell any of the following products or content (or services related to the same): pornography; escort services; illegal goods including illegal drugs, substances and weapons and pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; or any other products, services or content that it is unlawful to sell or offer to sell in the territory in which the sender or email recipient is located; or

b)   display or market material that unlawfully exploits children, or otherwise unlawfully exploits persons under 18 years of age, or that targets children under the age of 13 in violation of the Child Online Pornography Protection Act of 1998; or

c) provide material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred, or profanity or includes any obscene, lewd, lascivious, violent, harassing, hateful or otherwise legally objectionable or illegal content; or

d) disclose personal data, personally identifiable information, personal health information, personal financial information, or sensitive personal data (e.g., medical or health condition, racial or ethnic origin) in breach of the terms of any state, federal or other law, rule or regulation, including without limitation any state law or the federal Health Insurance Portability and Accountability Act of 1996; or

e) send emails containing or otherwise introducing viruses, worms, harmful code or Trojan horses into the recipient's computer or computer network; or

f) engage in any libelous, defamatory, scandalous, threatening, or harassing activity or illegal conduct that is defined as such within the geographical territory in which the sender or recipient is located; or

g) post any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence; or

h) provide content, including images, that embody or constitute infringing derivatives of the Intellectual Property Rights of a third party such as but not limited to authors, artists, photographers, or others, without the express written consent of the owner of such rights, or in any way infringe the Intellectual Property Rights of any third party; or

i) disparage, make fun of, or satirize the Litera name, or any of its products or services; or

j) use the Software in any manner which may bring Litera, its affiliates or any of its products or services into disrepute.

k) take any action that imposes an unreasonable or disproportionately large burden on Litera's infrastructure, or that bypasses any measures to protect or restrict access to the Software or the Documentation.

2.2 If Litera receives notification from any third party or otherwise has cause to believe that the Customer's use of the Software is in breach of the provisions of this Clause 3, it will notify the Customer immediately and may, at its sole and unfettered discretion:

a) delete any breaching emails or content without notice; and/or

b) suspend the Customer's access to the Software until the issue has been resolved; and/or

c) suspend or terminate the Order Form; and/or

d) terminate the Agreement or the Order Form without liability by written notice with immediate effect.

3 Use of Linking URLs

3.1 The Software contains functionality that enables the recipient of an email to click on a link which will take them to a URL displaying the email online. The Customer acknowledges that this functionality is provided solely to enable recipients whose email package does not enable them to otherwise display or render the email correctly to see the email using their internet browser, and for no other purpose whatsoever.

3.2 If Litera has reason to believe that the Customer has used, or is using, the functionality set out in Clause 3.1 above other than in accordance with the purpose set out therein, it may at its sole and unfettered discretion:

a) create a new Billable Event, such that each view of such affected URL will become billable at the same Billable Event Fee that applies to each email sent, as set out in the applicable Order Form; and/or

b) suspend access to the affected URL; and/or

c) suspend the Customer's access to the Software until the issue has been resolved; and/or

d) terminate the Agreement or the Order Form without liability by written notice with or without immediate effect