

ADDITIONAL TERMS AND CONDITIONS FOR LAWCRUIT 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 Top LawCruit Software as outlined in the Order Form.
 - a. “End Users” mean Customer’s full and part-time employees and consultants which shall be charged per attorney rate, per staff rate etc., as applicable and as stated in the Order Form.
2. The per attorney rate is determined by the Customer’s total number of attorneys as reported to the NALP Directory of Legal Employers. If Customer does not report this number to NALP or this number does not include all of the attorneys in Customer’s worldwide practice, Customer must report this number to Litera by June 1st of each year.
3. The staff rate, as applicable is determined by the Litera’s total number of staff members (non- attorneys).
4. The Customer acknowledge and agree that the Litera retains ownership and proprietary rights on the databases, user interface, source code, object code, format of displays, modules and the programming techniques developed for and used in the Software.
5. If Customer needs a custom feature in a Software and if Litera agrees to develop such custom feature in a Software, it will be subject to additional fees.
6. **Access to Data.** Litera agrees that it shall, upon Customer’s reasonable request at any time, but not more than twice a year, during the term of this Agreement, provide to the Customer an electronic copy of all Customer Data added to the SaaS Software in a standard electronic format (i.e., .csv or .txt) at no cost to the Customer.
7. **xPress Reporting.** To the extent Customer is receiving xPress Reporting as stated in the Order Form, Customer understands that Customer needs to provide the IT and/or technical resources to build reports. Litera is not responsible for building reports for the Customer. If Litera does agree to build a report for Customer, a Statement of Work will be issued, and a fee will apply.
8. **Implementation.** This is contingent on a discussion outlining the scope of the implementation and is applicable to the extent Customer is receiving Implementation as stated in the Order Form.
9. To the extent Customer is receiving for HR data integration via API as stated in the Order Form, Customer needs to have an experienced API applications programmer available to code to Software’s specifications.