



ADDITIONAL TERMS AND CONDITIONS FOR PS/TRACK SOFTWARE

These additional terms and conditions together with the Master Agreement 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. Notwithstanding the Agreement, the Customer acknowledges that the deployment of Software will be based upon number of locations and number of mobile devices used as added to the Order Form.
2. The Customer must provide legal full name, a valid email address and any other information requested in order to complete the signup process. Customer’s login may only be used by one person. A single login shared by multiple people is not permitted.
3. Customer may use the Software through the Software-provided interface. The Customer must be a human. Accounts registered by “bots” or other automated methods are not permitted.
4. If Customer licenses Litera’s Mobile application which will be deemed Software through Apple Mobile Application, the usage of the Software will be governed by the terms of the Agreement. Additional Mobile Application Terms are added herein as Exhibit A.
5. Customer must backup all the data. The Customer should export the data on at least a monthly basis and keep a separate electronic copy of its data in a secure location. Litera disclaims any liability for data loss.
6. Litera does not pre-screen any data uploaded to the Software but reserves the right to refuse any data that is available to the Software.
7. Customer shall not duplicate, copy or reuse any portion of the HTML, CSS, JavaScript, other code or visual design elements without express written permission from the Litera. The user interface shall be deemed “Confidential Information”.



Exhibit A
MOBILE APPLICATION TERMS (APPLE)

Apple Minimum Terms: The additional Apple Minimum Terms below are incorporated into the Agreement for all purposes.

APPLE REQUIREMENTS: IF CUSTOMER DOWNLOADED THE SOFTWARE FROM THE APPLE ITUNES APP STORE, THE FOLLOWING TERMS ALSO APPLY.

1. **Acknowledgement:** Customer acknowledges that this Agreement is between Customer and Litera only, and not with Apple, and Litera, not Apple, is solely responsible for the software and the content.
2. **Scope of License:** The license granted to Customer for the software is a limited, non-transferable license to use the software on an iOS device that Customer owns or controls and as permitted by the usage rules in the Apple iTunes App Store Terms of Service.
3. **Maintenance and Support:** Litera and not Apple are solely responsible for providing any maintenance and support services with respect to the Software. Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
4. **Warranty:** Litera is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price for the Software to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Litera's sole responsibility.
5. **Product Claims:** Litera, not Apple, is responsible for addressing any Customer or third-party claims relating to the Software or the Customer's possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights:** Customer acknowledges that, in the event of any third-party claim that the Software or Customer's possession and use of the software infringes that third party's intellectual property rights, Litera, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim as agreed in the Master Terms.
7. **Legal Compliance:** Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.
8. **Developer Contact Information:** Please reach out to Litera via Support.
9. **Third Party Terms of Agreement:** Customer must comply with any applicable third-party terms when using the Software, e.g., if Customer is using a VoIP application, then Customer must not be in violation of its wireless data service agreement when using the Software.
10. **Third Party Beneficiary:** Customer acknowledges and agrees that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon Customer's acceptance of the terms of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary thereof.