

**ADDITIONAL TERMS AND CONDITIONS
FOR KIRA – ON-PREMISES**

(applicable only for Customers, with subscription start date on or after May 14, 2024)

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 added into the Agreement:

“**Annual Period**” shall be a duration in between the start and end dates/s (as applicable) which has been specified on an Order Form under the Subscription Product.

“**Customer Data**” means any Documents, document annotations and project information that Customer or End Users upload or enter into the Software.

“**Customer Provisions**” means the custom provision models that the Customer, using the Customer Data and the Litera’s training module contained within the Software (can create by training the Software to identify and extract information from a Document).

“**Document**” means any file, contract, data or other information that a User enters or uploads via the Software.

“**Document Count**” means the total number of Documents uploaded into the Software by or on behalf of Customer at any time during an Annual Period.

“**Document Storage Limit**” means the number of Documents stored within the Software, as set out in the Order Form.

“**Document Tier**” means the maximum Document Count permitted, after which additional fees may apply as per the Order Form.

“**End Users**” means individual employees or contractors of: (i) Customer; (ii) clients of Customer, solely for the purpose of permitting collaboration between Customer and such clients in connection with Customer’s Software on behalf of such client(s); and (iii) any other entities collaborating with Customer regardless of the organization they work for, who are granted access to the Software by Customer as necessary to enable that entity to work on a Customer matter, provided however that this access will not enable the entity to create new projects in the Customer instance(s) of the Software.

“**Flexible Usage Fees**” means the per Document fee that applies if Customer exceeds the Document Tier, as set out in the Order Form.

“**Hours of Coverage**” means 24/5.

“**On-Premises Deployment**” means a subscription permitting access to a version of the Software that is hosted by or on behalf of Customer.

“**Reports**” means any reports generated by the Software based on the Documents.

- 2) Deployment. For an On-Premises Deployment: (a) the target date for delivery of the initial server image is 2 weeks following the Order Date, and (b) timelines for cluster management or staging server images, if included, will be determined by mutual agreement of the parties.
- 3) Software.
- (a) Support - Standard Support. Satisfactory payment of the Fees will entitle Customer to the following standard support during the Subscription Term (collectively “**Standard Support**”): notification of any upgrades, software revisions, new versions or releases incorporating enhancements to the Software provided by Litera, or fixes for defects. Fixes for defects will be made available regardless of whether defects are identified by Customer or Litera in the normal course. Remote support for problem determination, analysis and response and any additional Software relating to such matters will be included in Standard Support. Litera will provide the Standard Support to Customer during the Hours of Coverage. All Standard Support is provided via telephone or web-based remote access supplied by Customer.
- (b) On-Premises Deployment. If Customer has purchased an On-Premises Deployment: Litera shall provide the Software to Customer in object code form, for installation by Customer on the number of servers specified on the

Order Form, such servers operated by or on behalf of Customer. Use of the Software will be subject to any limitations specified on the applicable Order Form with respect to the number of servers, Documents that may be uploaded or stored, number of Users, access to features or otherwise. Litera shall provide support services in accordance with the attached On-Premises Support Addendum. Customer shall be responsible for installing the Software and maintaining its own server environment, including hardware, software, telecommunications and other technology. Litera will provide remote user training as reasonably requested by Customer. Customer will arrange for information technology personnel to attend technical training to facilitate initial installation and use of the Software, and Litera will provide such training remotely.

- (c) Support - Premier Support. The Customer shall also receive the support set out in the Premium Support Addendum attached as Exhibit A.
 - (d) License. During the Term, subject to the terms and conditions of this Agreement, including the Order Form(s), as applicable, Litera grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable (other than to a permitted assignee or sub-licensee within the Customer as agreed by the parties in writing) and worldwide license to permit Users to access and use the Software solely on behalf of Customer for Customer's internal business purposes and to provide services to clients of Customer.
- 4) Flexible Usage Fees
- (a) If Customer exceeds the Document Tier purchased on an Order Form as at the end of an annual period or at renewal, as applicable, Customer will be charged the Flexible Usage Fee. This Flexible Usage Fee will be applied to the difference between the purchased Document Tier and Customer's actual usage during the previous annual period. The Flexible Usage Fees will be invoiced at the end of the annual period or at renewal, as applicable, and will be due and payable by Customer thirty (30) days following its receipt of the applicable invoice.
 - (b) For clarity, if the Order Form automatically renews, Customer will automatically renew at Litera's standard rate for the applicable Document Tier.
 - (c) Litera shall have the right to conduct an audit of Customer's books and records to confirm compliance with the terms of this section. Such audit shall be conducted by a mutually acceptable public accounting firm. Customer agrees to cooperate with Litera in the conduct of such audit within thirty (30) days of notice. In the event such audit discloses an underpayment, Customer shall pay Litera the amount of such underpayment within ten (10) days of demand. Customer shall also be responsible for the cost of the audit if the underpayment exceeds five percent (5%) of the Fees paid for the period covered by the audit.
- 5) Effect of Termination. For the avoidance of doubt: upon any termination of this Agreement, Customer shall be responsible for downloading or deleting any Documents, Reports or Customer Data from the Software upon termination and, upon request, shall be permitted to have limited access to the Software solely for such purposes for thirty (30) days following termination.
- 6) Customer Responsibilities. Customer shall not, directly or indirectly, nor shall Customer permit any End User to: (i) use the Software for timesharing or service bureau purposes; (ii) use the Software to develop any similar or competitive service; (iii) introduce any viruses, worms, malware or other destructive code into the Software; (iv) bypass any measures Litera uses to restrict access to the Software. Customer represents, warrants and covenants on behalf of itself and its End Users that it: (X) has all necessary rights to use the Documents in connection with the Software without violating any fiduciary duty, duty of confidentiality, contractual obligation or Applicable Laws; (Y) will not use, or permit the use of, the Software, the Documents or the Reports for illegal, fraudulent, or unethical purposes or otherwise in a manner that could give rise to civil or criminal liability; and (Z) will not knowingly interfere with or impede the ability of others to use the Software.
- 7) Intellectual Property Rights. During the Subscription Term, Customer shall have the exclusive right to use the Customer Provisions in connection with the Software. Upon any expiry of this Agreement or the Order Form, as applicable and unless otherwise agreed by the parties neither party shall have the right to use, grant access to, or commercially exploit such Customer Provisions and they shall be deleted.

EXHIBIT A
Premier Support Addendum

This Exhibit A forms part of and is incorporated by reference into Agreement. Terms used and not defined in this Exhibit A have the meanings given to them in the Agreement. The support commitments set out herein shall only apply if Customer has purchased an On-Premises Deployment.

1. Technical Support.

- A.** In the event of an error, question, accessibility problem or other issue related to the Software (each, an “Issue”), the Customer’s technical contact, shall (i) report Issue via the phone or email or such other methods of communication as indicated by Litera from time to time; (ii) provide sufficient information to allow Litera to understand the Issue and indicate a Severity Level. Severity Level 1 support requests made outside of the Hours of Coverage should be made via email, with a subject including ‘Level 1 Support’. When submitting multiple Issues by email, Customer shall submit each Issue via a separate email.
- B.** Litera will provide general email or phone support on a 24/7 basis and will respond to support issues within the response times specified below within the target percentage set forth below.

Severity Level	Response
Level 1: Software not accessible or not functioning in one or more material respects in a production environment.	Initial response by phone or email within one (1) hour of initial contact by the Customer
Level 2: Significant loss of function in a production environment. Operations continue in a restricted fashion, but no acceptable workaround available.	Initial response by phone or email within one (1) business day of initial contact by the Customer.
Level 3*: Minor loss of function or bug in production environment	Within ordinary course of business
Level 4*: Support Contact requires information or assistance related to the function of the Software	Within ordinary course of business

**Bug fixes and permanent resolution of Severity Level 3 and Severity Level 4 issues will be prioritized accordingly by Litera; such issues may not be fixed.*

- 2. Obligations of Customer.** Customer is responsible for promptly and accurately implementing any workarounds or appropriate next steps as suggested by Litera. Customer shall maintain their infrastructure in accordance with industry best practices and Litera’s recommendations.