ADDITIONAL TERMS AND CONDITIONS FOR KIRA – SAAS

(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 date/s (as applicable) which has been specified on an Order Form under the Subscription Product.

   "**Cloud Deployment**" means a subscription permitting access to a cloud-based version of the SaaS Software, hosted on behalf of Litera.

   "Customer Data" means any Documents, document annotations and project information that Customer or Users upload or enter into the SaaS Software.

   "**Customer Provisions**" means the custom provision models that the Customer, using the Customer Data and the Litera's training module contained within the SaaS Software (can create by training the SaaS 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 SaaS Software.

   "**Document Count**" means the total number of Documents uploaded into, the SaaS 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 SaaS 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 SaaS 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 SaaS 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 SaaS 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.

   "**Reports**" means any reports generated by the SaaS Software based on the Documents.

   "**Storage Fees**" means the storage fee that applies if Customer exceeds its Document Storage Limit, as set out in the Order Form.

2. Deployment. For standard shared Cloud Deployment, access will be made available within 3 business days of the start date of the Subscription Term. For a private Cloud, the target deployment date is 2 weeks following the start date of the Subscription Term.

3. SaaS Software.

   a) SaaS Software – Cloud Deployment. Customer and its End Users shall have access to the SaaS Software, subject to the provisions hereof, pursuant to a Cloud Deployment in accordance with the license grant set forth below. Use of the SaaS Software will be subject to any limitations specified on the applicable Order Form with respect to the number of Documents that may be uploaded or stored, number of users, access to features or otherwise. The Customer understands that: (i) the SaaS Software shall reside on server(s) operated by or on behalf of Litera, (ii) End Users will have access to the SaaS Software solely via the Internet, and (iii) Customer shall not receive any SaaS Software code.

   b) Data Protection – Cloud Deployment. Customer acknowledges that the data centers in which the Documents and Customer Data are housed are located in the hosting jurisdiction chosen by the

Customer.

c) <u>Support - Premier Support.</u> In the event that Customer elects to purchase, a private Cloud Deployment or Premier Support for its standard Cloud Deployment, as identified in the applicable Order Form, the Customer shall receive the support set out in the Premium Support Addendum attached as <u>Exhibit A</u>.

d) <u>License.</u> 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 Services solely on behalf of Customer for Customer's internal business purposes and to provide services to clients of Customer.

4. <u>Flexible Usage Fees / Storage Fees.</u>

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. For clarity, if the Order Form automatically renews, Customer will automatically renew at Litera's standard rate for the applicable Document Tier.

b) <u>Storage Fees</u>. If, either at the end of an annual period or at renewal, Customer has exceeded its new Document Storage Limit (i.e. associated with the Document Tier which applies for the previous annual period), it will pay the Storage Fee. The Storage Fee will be invoiced annually and due and payable thirty (30) days following receipt of such invoice. The SaaS Software is not intended to be a virtual data room or tool for the storage of documents. Customer should, on an annual basis, delete Documents that are no longer needed for then current projects.

5. <u>Effect of Termination</u>. 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 SaaS Software upon termination and, upon request, shall be permitted to have limited access to the SaaS Software solely for such purposes for thirty (30) days following termination.

6. <u>Customer Responsibilities</u>. Customer shall not, directly or indirectly, nor shall Customer permit any End User to; (i) use the SaaS Software for timesharing or service bureau purposes; (ii) use the SaaS Software to develop any similar or competitive service; (iii) introduce any viruses, worms, malware or other destructive code into the SaaS Software; (iv) bypass any measures Litera uses to restrict access to the SaaS 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 SaaS Software without violating any fiduciary duty, duty of confidentiality, contractual obligation or Applicable Laws; (Y) will not use, or permit the use of, the SaaS 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 SaaS Software.

7. <u>Intellectual Property Rights</u>. During the Subscription Term, Customer shall have the exclusive right to use the Customer Provisions in connection with the SaaS 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 elected to purchase a private Cloud Deployment or Premier Support for its standard Cloud Deployment as set forth in the applicable Order Form and (ii) satisfactory payment by Customer of Fees.

1. <u>**Definitions.**</u> Capitalized terms in this SLA shall have the following means provided that unless defined herein, capitalized terms shall have the meaning as set forth in the Agreement.

   "**Actual Uptime**" shall mean, with respect to a particular calendar month, the percentage derived by subtracting the total minutes of Downtime in a given month from the total minutes in such month, multiplying such difference by 100, and dividing the resulting product by the total number of minutes in such month, as indicated below:

   $$\text{Actual Uptime} = \frac{100 \times (\text{total minutes in month - total minutes of Downtime in month})}{\text{total minutes in month}}$$

   "**Downtime**" shall mean sustained Unavailability for fifteen (15) or more consecutive minutes. Litera agrees to implement reasonable and appropriate technical, physical, and organizational safeguards to mitigate the risk of Downtime. Downtime does not include interruption of the SaaS SaaS Software during any Regularly Scheduled Maintenance Period, Scheduled Emergency Maintenance Period or Customer-caused outages or disruptions, outages caused by Customer's or its users' telecommunications and Internet services, SaaS Software or hardware not provided and controlled by Litera (including third party SaaS Software or sites that are accessed or linked through the SaaS Software), downtime caused by attacks by third parties, such as hacks, denial of service attacks, malicious introduction of viruses and disabling devices and/or emergency maintenance required to prevent or mitigate a service disruption or degraded event to the system or outages caused by disruptions attributable in whole or in part to Force Majeure Events or any downtime that is not attributable to Litera's fault or negligence.

   "**Force Majeure Events**" mean the events as described in the Agreement.

   "**Regularly Scheduled Maintenance Period**" means the time period that Litera reserves for the routine maintenance, upgrades or repairs of the SaaS SaaS Software which may be subject to change from time to time at Litera's sole discretion. Litera will use reasonable commercial efforts to provide Scheduled Maintenance during non-business hours and in a manner to minimally disrupt Customer's use of the SaaS SaaS Software.

   "**Scheduled Emergency Maintenance Period**" means the time period that Litera reserves for performing emergency changes necessary to prevent a system disruption or major performance issue outside of the Regularly Scheduled Maintenance Period with advanced notice. Scheduled Emergency Maintenance is excluded from the calculation of uptime and downtime.

   "**Target Monthly Uptime Percentage**" means, with respect to any calendar month (based upon an average 30-day month), the Actual Uptime of the Customer's production tenant of the SaaS SaaS Software is greater than or equal to 99.5%.

   "**Unavailability**" means that the SaaS SaaS Software is unreachable, as indicated and confirmed via Litera's Enterprise Monitoring solution.

   "**Unscheduled Emergency Maintenance**" means the time that Litera requires to perform unscheduled emergency maintenance, repairs, or fixes on the SaaS SaaS Software due to unforeseen issues or incidents. Unscheduled Emergency Maintenance is included in the calculation of uptime and downtime.

2. <u>**Technical Support.**</u>

   A. In the event of an error, question, accessibility problem or other issue related to the SaaS 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 25/7 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: SaaS 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 SaaS 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.

3. **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.

4. **System Availability**.

A. **System Availability.** Litera will use its commercially reasonable efforts to achieve the Target Monthly Uptime Percentage.

B. **Service Credits.** If Litera fails to satisfy the Target Monthly Uptime Percentage requirement for a given month, Customer will be entitled to a service credit of the monthly proportion of the annual subscription fees equal to the corresponding percentage noted below:

Service Availability Percentage	Percentage of Service Credit towards monthly proportion of Annual Subscription Fees
98% or over, but below 99.5%	10%
97% or over, but below 98%	20%
Below 97%	30%

(i) The service credits will be applied to the Customer's next invoice or refunded to the Customer's account, at the Customer's discretion.

(ii) Customer must request the service credits within 15 days of the end of the month in which the service level breach occurred, by providing Litera with written notice and evidence of the service level breach. To be eligible, the credit request must be sent to Support@Litera.com and must include:

    (a) the words "SLA Credit Request" in the subject line;

    (b) the dates and times of each unavailability incident that the Customer is claiming;

    (c) the affected SaaS application; and

    (d) request logs or screen captures that corroborate the claimed outage, if applicable.

(iii) The service credits are the sole and exclusive remedy for Customer in case of a service level breach. The service provider's aggregate liability for service level breaches in any calendar year will not exceed 50% of the annual subscription fees paid by Customer in that year.

(iv) Customer acknowledges and agrees that the service level commitment and the service level remedies are reasonable and reflect the nature and value of the SaaS application and the subscription fees.