

ADDITIONAL TERMS FOR SOFTWARE WITH GENERATIVE AI FEATURES

These Additional Terms for Software with Generative AI Features (“GenAI Terms”) apply to your access or use of the generative artificial intelligence feature which may be available to the SaaS Software which you license (“GenAI Features”). These GenAI Terms are governed by the applicable Order Form and Master Terms between the customer named on such Order Form (“Customer”) and the applicable Litera entity determined in accordance with the Master Terms (“Litera”). These GenAI Terms, if applicable are incorporated into the Master Terms by reference and set forth the terms and conditions under which Litera will provide SaaS Software. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Order Form or the Master Terms.

1. Definitions

- a. “**End User Prompt(s)**” means an input by an End User in the form of a query, statement, or instruction with an intention to receive an Output from GenAI Features.
- b. “**Output**” means any text, information or other content received by End User through the GenAI Features in response to an End User Prompt and/or Customer Data.

2. Rights and Responsibilities

- a. Customer warrants that Customer has all relevant rights, ownership including third-party license, legal grounds, consents or permissions to provide Customer Data and End User Prompts to GenAI Features for the purpose of receiving the Output.
- b. Customer shall not and ensure that its End Users do not use GenAI Features to attempt to create, upload or share abusive, sensitive or illegal content that violates the rights or intellectual property rights of others including but not limited to:
 - i. Illegal activities or goods
 - ii. Graphic violence, promoting terrorism or violent extremism
 - iii. Offensive contents which attack or dehumanizes any group based on race, ethnicity, origin, religion, disease or disability, gender, age or sexual orientation
 - iv. Pornographic material or explicit nudity including without limitation depictions of nude minors or minors in a sexual manner
 - v. Private information of others or dissemination of misleading, fraudulent or deception content of others
 - vi. Any content as prohibited by applicable law
- c. Litera will not and will not permit its third-party providers to develop, train, or fine-tune any generative/foundational AI models with Customer Data, End User Prompts or Outputs, unless agreed upon separately in writing.

3. Outputs

- a. Notwithstanding the Master Terms, due to the nature of GenAI Features, Litera disclaims any liabilities, warranties or representations on the Output provided by GenAI Features.
- b. Customer acknowledges that due to the nature of the GenAI Features, Outputs provided from GenAI Features may be similar or identical to the outputs independently provided by GenAI to its other customers.
- c. Outputs are generated through machine learning processes. Outputs may be inaccurate or misleading and they are not tested, verified, endorsed or guaranteed to be complete or current by Litera. As a result, Customer required to use its own judgment and is solely responsible for reviewing and verifying any Output prior to its use.
- d. Customer acknowledges that GenAI Features are not intended as professional advice and GenAI Features cannot replace advice provided by a qualified professional and do not form any such relationship (e.g. attorney – client relationship).
- e. If Customer’s use of GenAI Features contradicts any third-party terms which Litera is required to abide by (e.g. terms of Azure OpenAI), Litera may immediately terminate the access of GenAI Features after notifying to the Customer. Subject to the use restrictions set forth in the Master Terms and to the extent permitted by applicable law, Customer owns the Output generated from GenAI Features, provided that such ownership is subject to Litera third-party licensors’ rights and any rights Litera retains in its property or any derivatives thereof.
- f. To the extent that Output includes any of Litera property or derivatives of Litera property, or that of Litera third-party licensors, Litera grants a limited, non-exclusive, worldwide, royalty-free license to use such portions of the Output. This license does not transfer ownership of Litera and its third-party licensors’ property to Customer.