

## 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.

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 Company by June 1<sup>st</sup> of each year.
3. The staff rate, as applicable is determined by the Company’s total number of staff members (non-attorneys).
4. The Software is a web application. The Software resides on a server hosted by Company. The Software is accessed by the Customer over the internet via a browser and a login application.
5. The Customer acknowledge and agree that the Company 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.
6. If Customer needs a custom feature in a Software and if Company agrees to develop such custom feature in a Software, it will be subject to additional fees.
7. **Access to Data.** Company 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 Platform in a standard electronic format (i.e., .csv or .txt) at no cost to the Customer.
8. **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. Company is not responsible for building reports for the Customer. If Company does agree to build a report for Customer, a Statement of Work will be issued, and a fee will apply.
9. **Customer Support.** Company will attempt to answer the Customer technical support requests concerning the Software. However, this service is offered on a reasonable efforts’ basis only, and Company will not be able to resolve every support request. Company supports the Software only if it is used according to the Agreement and on the operating systems for which the Software is designed.
10. **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.
11. 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.