

ADDITIONAL TERMS AND CONDITIONS FOR PROSPEROWARE 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 the Prosperoware Software as outlined in the Order Form.
 - 1.1. "Professional Services" means the professional, consulting and implementation services provided by Company, excluding access to Software and Support. The Professional Services, any deliverables, business parameters and related fees are described in the Statement of Work or other document provided by Company ("Statement of Work" or "SOW").
 - 1.2. "Project" Software. Software licensed on a per-Project basis, such as Cloud Migrator, enables Customer to use the Software for a single data migration project from one data source to another data source.
2. In the event Customer receives access to cloud Software, the cloud Software may contain features designed to interoperate with and connect either on-premises or hosted third party software applications or Customer data sources ("Third-Party Applications"). Third Party Applications exclude the Software. Customer is responsible for maintaining access to Third Party Applications from the applicable providers. Company is not liable to Customer and shall not provide Customer with any refund, credit, or other compensation for any errors, delays, downtime, or non-performance of the cloud Software caused by the temporary or permanent unavailability of a Third-Party Application, or if Customer terminates Customer's subscription or license to the Third-Party Application. If Customer establishes an integration between the Third-Party Application and the cloud Software, Customer hereby authorizes Company to access and transmit Customer Data to and/or from the Third-Party Application during the Subscription Term and subject to Company's other obligations under this Agreement incident to such transfer. Company is not responsible for any disclosure, modification or deletion of Customer Data occurring in or caused by a Third-Party Application.
3. For on-premises Software, Customer may make one (1) copy of the Software in machine readable form solely for archival purposes provided Customer shall not remove any proprietary notices.
4. If the Order Form identifies the user as "Concurrent User", it means - Software where the license metric is "Concurrent User" may use only the associated Software specified on the Order Form, concurrently at any time so long as the number of Concurrent Users for which Customer has paid the corresponding Fees is not exceeded.
5. Customer may authorize Customer's contractors and outsourcers ("Agents") to use or operate the Software solely on Customer's behalf provided: (i) Customer obtains such third parties' binding consent to abide by the terms of this Agreement; and (ii) Customer shall be responsible for such Agents use and compliance. Agents are not, and shall not be deemed, third party beneficiaries under this Agreement for any reason.
6. Customer Data. Customer is responsible for the accuracy, quality and legality of Customer Data. Company is not obligated to import or export Customer Data.
7. Company will provide Support to Customer as below:
 - 7.1. For on-premises Software product, the Support and Maintenance attached in [here](#) shall be applicable.
 - 7.2. For cloud Software product, the Support and Maintenance attached in [here](#) shall be applicable.
 - 7.3. For Cloud Migrator Software product, the following support shall be applicable: Cloud Migrator project licenses include only basic product support, i.e., bugs and when the Software is not working in accordance with the documentation. Cloud Migrator product Support does not include: (1) migration project support, (2) migration troubleshooting (including data upload and synch errors), (3) training, (4) review of strategy or best practices, (5) writing, modifying, or troubleshooting SQL scripts, (6) configuring, tuning, and optimizing hardware & third-party software (including SQL Server), (7) assistance with non-iManage source database migrations, or (8) any other request that is outside the scope of product support. ***Pre-paid professional service hours are non-refundable. Services provided beyond the prepaid amount, if any, will be billed monthly to the Customer.
8. The Software is provided in pursuant to the Data Protection Addendum available [here](#) which may be modified from time to time.