

## **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. 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 Exhibit A shall be applicable.
  - 7.2. For cloud Software product, the Support and Maintenance attached in Exhibit B 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.

## EXHIBIT A - Support and Maintenance – for Prosperoware on-premises Software

The Company provides two primary forms of support. The first is document support whereby Customer Support personnel assist customers when document issues are encountered. The second form of support provided is application (product) support whereby Customer Support personnel provide support when product issues (bugs) are encountered. All times referenced are US Eastern time (Standard or Daylight).

### Issue Reporting

Client shall report issues to Company via any method described below

### Customer Support Community

The Customer Support Community can be used to report and manage communications on all support issues for / by Client. Client may access the Customer Support Community at any time to monitor updates on any of their issues.

### Email Support

Email support is provided from 4:00 a.m. to 8:00 p.m. Monday through Friday, excluding US Holidays.

### Telephone Support

Telephone support is provided from 4:00 a.m. to 8:00 p.m. Monday through Friday, excluding US Holidays.

### Issue Classification, Course of Action, and Initial Response – Product Support

Company will use all reasonable efforts to provide solutions, changes and corrections in a timely manner to assure the Product(s) operate as designed.

### Issue Classification and Course of Action

Client will make an initial nonbinding classification of the issue they are reporting when initially reporting an issue.

Company Customer Support team reviews the issue including Client-designated classification and makes the final determination of classification as well as action and ownership.

Course of Action and Expected Time to Resolution will be based on Issue Classification.

Classification	Definition	Course of Action
Severity 1	An issue that affects or restricts major functionality company wide, or for many users, and makes continued use of said functions impossible. A workaround is not available and operation cannot continue in a restricted fashion.	Company will use commercially available “best efforts” to (a) isolate and resolve the problem immediately, if practical, and (b) provide customer with daily status updates on the progress of a software fix or (c) workaround, if available, or (d) include the software fix in the current product release.
Severity 2	An issue that severely affects or restricts major functionality. The problem is of a time sensitive nature and important to long-term productivity but is not causing an immediate work stoppage. A workaround may be available and operation can continue in a restricted fashion.	Company will use commercially reasonable efforts to provide the customer with a “workaround”, if known, or include the fix in the (a) current release, (b) the next scheduled service pack release or (c) next major product release.
Severity 3	A minor issue that does not have a major effect on production operation for which an acceptable customer workaround exists.	Company will use commercially reasonable efforts to fix the error in the next major product release.
Severity 4	A minor condition or issue that has no significant impact on the customer’s operations or additional requests for feature suggestions, which are defined as new functionality.	All requests are submitted to Product Management for consideration in future releases of the product.

### Initial Response

Company will respond with initial acknowledgment of issue within one hour if reported during normal business hours, or by 8:00 a.m. on the next Business Day.

### Course of Action, and Initial Response – Document Support

### Initial Response

Company will respond with initial acknowledgment of issue within 1 hour if reported during normal US business hours, or by 8:00 a.m. on the next Business Day.

**Targeted Resolution and Course of Action**

Company targets a two hour turnaround time for all Document Support issues. Once a document issue has been reported to Customer Support, it is processed as follows:

<b>Time</b>	<b>Action</b>
0-60 minutes	Customer Support Representative reviews and attempts to resolve the issue. If unable, the issue is escalated.
61-120 minutes	Senior Customer Support Representative reviews and attempts to resolve the issue. If unable, the issue is escalated
After 120 minutes	Lead Customer Support Representatives work with the Development team in an attempt to resolve the issue.

**EXHIBIT B - Support and Maintenance – for Prosperoware cloud Software**

**1. General.** Litera includes support and maintenance services with the Software Service. Support and maintenance services are as described below.

**2. Maintenance and Support Services.** Maintenance and Support Services include the following:

(i) Maintenance Releases and Upgrades: During the term, Litera agrees to deliver to Customer without charge any upgrades containing error corrections or enhancements to the Software Service (“**Upgrades**”). Litera may also offer to Customer new versions of the Software Solution, which contain additional functionality, subject to an additional license fee.

(ii) Standard Telephone Support: Subject to Section 3 below, Litera will provide Customer live telephone and email support during normal business hours of Litera (Monday – Friday, 8:00 a.m. to 6:00 p.m. Central Standard Time, excluding holidays), or at such other hours as the parties may mutually agree to, for (a) configuration issues, (b) questions regarding the usability and specific functions of the Software Service, (c) problem diagnosis, and (d) provision of work-arounds where feasible.

(iii) Critical Telephone Support: Subject to Section 3 below, Litera will use commercially reasonable efforts to provide Customer live telephone support 24 hours per day, 7 days a week for problems where there is a complete loss of Software Service or a mission-critical system is down or sufficiently impaired and usability is severely affected.

(iv) Support Liaisons: Litera will coordinate with a Customer employee designated as support liaisons to manage support calls to Litera.

**3. Technical Support.** Litera offers Customer a single point of contact for all product support questions. Customer will call the technical support number and the call coordinator will work to address Customer issues, with response and escalation based on the severity of the problem.

Litera will use the following priority categories to provide a consistent classification of service interruptions.

Priority	Description	Response Time	Target Resolution
Urgent	Highest priority. Used for service interruptions, within Litera’s control, where Customer is unable to access or use remotely the Software Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done. Target resolution time on such service interruption resolution is four (4) hours.	1 hour or less	Temporary: 2 hours  Final: ASAP no later than 1 business day
High	Used for service interruptions, within Litera’s control, where Customer’s production use of the Software Services is severely impaired or degraded preventing major functions from being performed. Target resolution time on such service interruption resolution is one (1) business days.	2 hours or less	Temporary: 2 business days.  Final: No later than 5 business day
Medium	Used for service interruptions, within Litera’s control where Customer’s production use of an important (but not critical or essential) function of the Software Services is disabled or impaired.	4 hours or less	Temporary: 4 business days.

	Target resolution time on such service interruption resolution is three (3) business days.		Final: No later than 10 business days.
Low	Used for all other service interruptions, within Litera's control. Indicates that the service interruption causes minor adverse impact to Customer's use of the Services. Target resolution time on such service interruption resolution is reasonably determined in accordance with the nature of the service interruption.	24 hours or less	When practical