



## SOFTWARE AS A SERVICE TERMS

These Software as a Service Terms (the “SaaS 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 SaaS Terms are incorporated into the Master Terms by reference and set forth the terms and conditions under which Litera will provide Customer with access to the SaaS or cloud products specifically identified on the applicable Order Form (the “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. For purpose of these SaaS Terms, the term “Software” means the SaaS Software specifically listed in such Order Form, and any Updates to such SaaS Software.

### 1. ACCESS AND USE

1.1 **SaaS Software.** During the Subscription Term, Litera grants to Customer and its Affiliates a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right to: (i) access and use the SaaS Software in accordance with the Documentation, solely for the internal business purposes of Customer, and subject to the terms of these SaaS Terms and the Master Terms and any additional license parameters or restrictions identified on the Order Form; and (ii) to use and make a reasonable number of copies of the Documentation in connection with its authorized use of the SaaS Software.

1.2 **Additional Restrictions.** In addition to the restrictions set out in Section 3.3 of the Master Terms, Customer shall not: (a) breach or attempt to breach the security of the SaaS Software or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Software, or any third-party that is hosting or interfacing with Litera; or (b) use or distribute through the SaaS Software any software, files or other tools or devices designed to interfere with or compromise the privacy, security, or use of the SaaS Software or the operations or assets of any other customer of Litera or any third party..

1.3 **Users.** Customer is solely responsible for monitoring its Users’ access to and use of the Software. Litera will comply with the user authentication requirements for use of the SaaS Software, but has no obligation to verify the identity of any person who gains access to the Software by means of an access ID. Customer must immediately take all necessary steps, including providing notice to Litera, to effect the termination of an access ID for any User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

### 2. WARRANTY

Litera warrants that during the Subscription Term the SaaS Software will perform substantially in accordance with the Documentation. As Customer’s exclusive remedy, and Litera’s sole liability for breach of the warranty set forth in this Section, Litera shall use reasonable efforts correct the non-conforming SaaS Software at no additional cost to Customer; provided that if Litera is unable to correct such deficiency, Customer shall be entitled to terminate this Agreement on notice to Litera, in which case Litera will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Software that cover the remainder of the Subscription Term after the date of termination.

### 3. CUSTOMER DATA

3.1 **Responsibility.** Customer acknowledges and agrees that Litera does not monitor or police the Customer Data, and that Litera shall not be responsible for the content of any such Customer Data. Except for Litera’s obligations described in Section 5.3 of the Master Terms, Customer is solely responsible for: (i) the accuracy, quality and legality of the Customer Data, and for ensuring that it has all necessary rights and permission to use the Customer Data, and make the Customer Data available to Litera, in connection with the SaaS Software and Services (including the receipt of all permissions from individuals and other third parties as may be necessary to provide the Customer Data for the purposes contemplated in this Agreement); and (ii) maintaining a back-up of all Customer Data separate from the SaaS Software. Litera may remove any violating Customer Data posted or transmitted through the SaaS Software, without notice to Customer.

3.2 **Retrieval/Deletion.** Customer will be responsible for retrieving from the SaaS Software any Customer Data it wants



to retain prior to termination of a Subscription Term or this Agreement. After termination of a Subscription Term, Litera shall have no obligation to maintain or provide any Customer Data and shall promptly thereafter, unless legally prohibited, delete all Customer Data; provided that Litera will not be required to remove copies of the Customer Data from its backups until such time as the backup copies are scheduled to be deleted in the normal course of business. Litera will protect all such copies of Customer Data in accordance with Section 5.3 of the Master Terms.

**3.3 Additional Customer Indemnity.** Subject to Section 7.6 of the Master Terms, Customer will defend Litera against any third-party claim, demand, suit or proceeding made or brought against Litera arising out of or relating to any Customer Data, and will indemnify and hold Litera harmless from any resulting damage awards or settlement amounts.

#### **4. SUSPENSION**

Litera may suspend Customer's access to and use of the SaaS Software if, and so long as, in Litera's sole judgment, Customer's or any User's use of the SaaS Software is causing immediate and ongoing harm to Litera or the security, integrity or availability of the SaaS Software or Litera's network or systems. Litera may also terminate or suspend any User's access to the SaaS Software for any breach of this Agreement without notice. Litera shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension or termination of Customer's use of, or access to, the SaaS Services in accordance with this Section. Nothing in this Section shall limit Litera's other rights or remedies.