

**ADDITIONAL TERMS AND CONDITIONS
FOR UPPER SIGMA SOFTWARE**

These additional terms and conditions together with the Master Agreement and the SaaS Agreement 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. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

Upper Sigma ISV License Product:

The Customer will license SaaS Platform or Salesforce software separately and directly from Salesforce and such licenses shall be governed solely by the terms as agreed between Salesforce and Customer. For avoidance of doubt, Litera will not be liable for any obligations or terms agreed between Customer and Salesforce on Customer’s usage of SaaS Platform or Salesforce software.

Upper Sigma OEM License Software:

1. The following definitions shall be applicable if the Customer is using Software as outlined in the Order Form.
 - a. “Combined Solution” means as applicable, Customer’s use of the Software combined with the Salesforce software and SaaS Platform as provided by the Litera and as identified in the Order Form as “Upper Sigma OEM License” product. Customer may use the Combined Solution and its components solely to use the functionality of the Combined Solution in the form it has been provided to Customer by Litera. Unless otherwise indicated in an Order Form, Customer may not use the Combined Solution or Salesforce Applications or its components (e.g. - to create or use custom objects) beyond those that appear in the Combined Solution in the form that it has been provided to Customer by Salesforce. If Customer’s access to the Combined Solution or Salesforce Applications provides Customer with access to any functionality within it that is in excess of the functionality described in the Combined Solution’s user guide, Customer agrees to not access or use such functionality. Customer agrees that Customer’s noncompliance with the terms set forth in this paragraph would be a material breach of the terms of use.
 - b. “Salesforce Applications” mean: For Upper Sigma OEM License product - the SaaS Platform or Salesforce software provided by the Litera as Upper Sigma OEM License product or Salesforce Shield or Salesforce Sandbox as identified in the Order Form to the number of seats as identified in the Order Form and which shall be solely governed by the terms in here: <https://www.salesforce.com/company/legal/agreements.jsp> . Any breach of the Salesforce terms by Customer will result in Customer’s material breach of the terms of the Agreement.
 - c. “SaaS Platform” means the Salesforce server-side hardware, operating systems required to run the Software, storage, networks and all server-side infrastructure up to the boundary where they connect with the internet and the ownership of the same vests with Salesforce as provided by Litera through Upper Sigma OEM License or licenses of the same already acquired by the Customer.
 - d. “Software” means the provision of Upper Sigma software as identified in the Order Form. For avoidance of doubt, Salesforce Applications or Combined Solution will not be deemed to be construed within the meaning of Software.
2. Notwithstanding the Agreement, Litera shall provide the SaaS Platform so that it can be consumed by the Customer in the form of software-as-service and use Combined Solution. Litera is not responsible for the operations of the SaaS Platform or for usage of SaaS Platform or Salesforce software.
3. Section 8 of the Master Agreement is amended to the extent the following is added as Section 8.8:
 - a. upon termination or expiration of the Agreement, the licenses of Combined Solution (Software and Salesforce Applications) will automatically be terminated.
 - b. For Salesforce Applications, Litera may terminate this Agreement by providing a thirty (30) days’ notice to the Customer if Litera’s contractual relation with the Salesforce ends.