

ADDITIONAL TERMS AND CONDITIONS FOR PEPPERMINT SOFTWARE PRODUCTS

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. Capitalized terms not defined herein shall have the meaning ascribed to them in the governing agreement.

1. **The following definitions shall be applicable if the Customer is using Software as outlined in the Order Form.**

- a. **“Microsoft”** means Microsoft Corporation which will provide access to its Microsoft Products or Online Services
- b. **“Microsoft Products”** mean the products, as applicable, provided to the Customer by Microsoft whether purchased directly from Microsoft or procured through Litera as identified on the Order Form, for example Microsoft Power Platform or Microsoft Dynamics 365 Sales Enterprise.
- c. **“Online Services”** mean any of the Microsoft-hosted online services subscribed to and provided by the Customer that is utilised within the Software, e.g. Microsoft Entra ID for access control.

2. **Additional Terms**

- a. The Software is configured upon Microsoft Products, for example Microsoft Dynamics 365 Sales Enterprise and the Power Platform.
- b. Certain functions of the Software are provided from a cloud service which the Customer can elect to host directly or request that Litera host from its shared service. Which of these the Customer selects is indicated on the Order Form.
- c. If Customer accesses the website content of, or purchases products or services from, third parties via third-party websites linked to from the Software e.g. Microsoft Product or Online Services, the Customer acknowledges that it does so at its own risk.
- d. The Customer shall establish a Microsoft cloud solution provider (CSP) relationship with Litera, and grant Litera administrative access to the Microsoft services underpinning our software within five business days following the signing of the Order Form.

3. **Microsoft Terms**

Unless Customer has agreed to different terms directly with Microsoft, the Customer acknowledges that since the Software is integrated with Microsoft Products or Online Services to deliver the Software:

- a. It is a condition of Litera’s ability to provide the Software that (i) the Customer accepts the Microsoft Customer Agreement available here : [Licensing Documents](#); and any other Microsoft documents in respect of its use of the Microsoft Products or Online Services available here: [Microsoft Product Terms](#), collectively (“Microsoft Terms”) and (ii) that Microsoft shall have direct rights in respect of enforcing the Microsoft Terms notwithstanding anything to the contrary elsewhere in any Litera documents. Any of the Microsoft documents referred to may be subject to change by Microsoft at any time and Customer will be deemed to have accepted these changes.
- b. Customer shall (i) if requested promptly provide evidence of its acceptance of the Microsoft Terms, (ii) provide any information requested by Litera regarding usage of the Microsoft Products or Online Services promptly.
- c. Litera may, if required by Microsoft, disclose transactions entered with the Customer under the Order Form to Microsoft.
- d. Microsoft may modify any part of the Online Services or Microsoft Products at any time and for any reason and Customer acknowledges that Litera does not have any control over such decisions. Notwithstanding anything to the contrary set out within any other agreement with Litera, the Customer agrees that Litera has the right to implement and put into effect any applicable change made by Microsoft when it deems it necessary to do so.
- e. Microsoft will process Personal Data in pursuant with its Microsoft’s Products and Services Data Protection Addendum, as amended from time to time available at: [Licensing Documents](#)
- f. Where the Customer is making use of the Azure OpenAI capability incorporated within the Software, it must do so in accordance with its usage policies and published documentation as applicable from time to time: [Code of Conduct for the Azure OpenAI Service | Microsoft Learn](#)
- g. The Customer agrees to provide such assistance as Litera requests from time to time in connection with partner recognition schemes operated by Microsoft (in which Litera participate), such as the Microsoft “Claiming Partner of Record” or equivalent schemes including promptly responding to requests for information relating to Litera from Microsoft from time to time.
- h. Litera has no liability for the acts or omissions of Microsoft under or in connection with any Microsoft Products or Online Services.
- i. Unless otherwise agreed in writing by Microsoft, Microsoft (or a party authorised by Microsoft) may from time to time, conduct penetration testing or other testing to check for security vulnerabilities in relation to any part of the Online Services or Microsoft Products.
- j. Litera may increase any fees related to Microsoft’s Products or Online Services in line with any increases imposed upon Litera. Microsoft Products or Online Services directly from Microsoft or via Litera, the Customer will pay all excess fees associated with its usage.
- k. The Customer acknowledges: That some Microsoft Products or Online Services are subject to U.S. and other countries’ export jurisdiction. The Customer shall comply with all applicable international and national laws. For information related to Microsoft compliance with export rules, see <http://www.microsoft.com/en-us/exporting>.