



REFERRAL AND RESELLER – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms will have the following meanings:

“Customer” means a person or entity that acquires the Product(s) from Partner, or from Litera as a result of a referral by Partner, in connection with Partner’s participation in the Program.

“Customer Terms of Use” means the agreement between Litera and Customer that governs Customer’s use of the Product(s). Litera’s Customer Terms of Use are available at <https://www.litera.com/terms/additional-terms-of-license/>

“Documentation” means the instructional, operating or user manuals that Litera makes available in any form, including electronic download, that relate to the operation of the Product(s), as updated by Litera from time to time.

“Marketing Materials” means any marketing collateral relating to the Product(s) that Litera makes available to Partner hereunder or within the Partner Portal.

“Order” means: (i) where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, a purchase order issued by Partner to Litera in accordance with this Agreement, which has been agreed to by Litera by way of signature or issuance of an invoice; or (ii) where the Business Terms indicate that Partner is referring the Customer to Litera and the Customer purchases the Product(s) directly from Litera, a quote or other written ordering document issued by Litera to the Customer, which has been agreed to by the Customer by way of signature or issuance of a purchase order.

“Partner Handbook” means those policies and procedures applicable to the Program, as made available by Litera on the Partner Portal.

“Partner Portal” means Litera’s website that is made available to Litera’s channel partners at <https://partners.litera.com/s/>

“Product(s)” means the Litera software or software-as-a-service offering(s) set out in the Business Terms.

“Territory” means the country, countries or geographic area(s) set out in the Business Terms.

2. APPOINTMENT

2.1 Appointment. Subject to the terms and conditions of this Agreement and the Partner Handbook, Litera hereby grants Partner a limited, revocable, non-exclusive and non-transferable right, without the right to sublicense, to: (i) access and use the Partner Portal and the information therein to participate in the Program; and (ii) market, promote, and refer or resell, the Product(s) to Customers in the Territory for Customers’ internal business purposes only, and not for sale, resale, lease or any other form of distribution to a third party.

2.2 No Exclusivity. Litera reserves the right, at any time, to appoint other persons as resellers or referral partners of the Product(s) within the Territory, and to sell directly to Customers within the Territory.

2.3 Marketing Materials. Subject to the terms and conditions of this Agreement and the Partner Handbook, Litera hereby grants Partner a limited, revocable, non-exclusive and non-transferable right, without the right to sublicense, to use, translate, distribute and/or reproduce the Marketing Materials to market and promote the Product(s) in the Territory. Partner may not modify the Marketing Materials without Litera’s prior consent; provided that Partner may make minor modifications to localize the Marketing Materials within the Territory as long as such modifications do not substantively change the content of the Marketing Materials and Litera’s proprietary notices are maintained. Partner shall provide a copy of all localized materials to Litera, and Litera has: (i) the right to review and require Partner to stop using or to remove or take down any localized materials; and (ii) an unlimited, irrevocable, worldwide, perpetual right and license to use, copy, modify, sublicense and distribute the localized materials in its sole discretion.

2.4 Demonstration Licenses. At its discretion and from time to time, Litera may offer Partner a limited number of licenses to the Product(s) for sales and demonstration purposes to prospective Customers (“Demo Licenses”). Litera hereby grants Partner a non-exclusive, non-transferable right to access and use the Product(s) provided under the Demo Licenses in the Territory solely for purposes of demonstrating, marketing and promoting the Product(s) to prospective Customers. Litera reserves the right to terminate any such Demo Licenses at its discretion.

2.5 Product Changes. Partner acknowledges that Litera retains the right, in its sole discretion and from

time to time, to upgrade or modify the Product(s). Upon receipt of notice of any upgrade or modification, Partner will cease promoting and distributing the earlier version of the Product(s). Partner agrees that its promotion and distribution of the Product(s) is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Litera with respect to future functionality or features.

2.6 Restrictions. Partner shall not (and shall not permit any third party to): (i) modify, copy, translate, or create derivative works of, the Product(s); (ii) bundle, package or otherwise sell the Product(s) with, or as part, of any other product or services; (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code of the Product(s); (iv) attempt to interfere with or disrupt the integrity or performance of the Product(s), or attempt to gain unauthorized access to the Product(s); (v) use the Product(s) in violation of or beyond the licenses or rights granted herein, or in an Order or Customer Terms of Use; (vi) remove or obscure any copyright labels or proprietary notices contained in the Product(s); (vii) access or use the Product(s) for purposes of monitoring the availability, performance or functionality of the Product(s), for benchmarking purposes or to build any similar or competitive product or services; (viii) market, promote, sell or distribute the Product(s) outside of the Territory; (ix) use the Product(s) as a service bureau or to provide a service directly or indirectly to third parties; or (x) distribute, sell, or otherwise make the Product(s) available to, to third parties other than Customers for their internal business purposes.

2.7 No Competitive Offerings. During the term of this Agreement, Partner shall not, directly or indirectly, promote, market, distribute, sell, offer for sale, or otherwise represent, any service or product that is competitive with the Product(s).

3. PARTNER OBLIGATIONS

3.1 Promotion Efforts. Partner shall use best efforts to market, promote, and refer or sell, the Product(s) to Customers in the Territory in accordance with this Agreement and the Partner Handbook. Partner shall cooperate and participate in Litera promotional, marketing, sales and advertising initiatives, as reasonably requested by Litera from time to time.

3.2 Training. Partner shall make its sales and technical personnel available for Litera's sales and technical training as set out in the Partner Handbook. Partner acknowledges and agrees that all of its personnel involved in promoting, marketing, referring or selling the Products, or providing support to Customers in respect of the Product(s) must have successfully completed all required Litera training and be certified by Litera.

3.3 Partner Handbook. In addition to its obligations set out in this Agreement, Partner shall comply with all partner duties, expectations and obligations, including reporting obligations, set out in the Partner Handbook. Modifications to the Partner Handbook are effective once posted to the Partner Portal unless otherwise designated by Litera.

3.4 Business Conduct. Partner shall: (i) conduct business in a manner that reflects favourably at all times on the Product(s) and on the goodwill and reputation of Litera; (ii) comply with all laws and regulations applicable to Partner's business activities and performance of this Agreement; (iii) not make representations, warranties, guarantees or statements concerning the Product(s) that are different from or in addition to those contained in the Documentation or Marketing Materials; and (iv) not engage in deceptive, misleading, fraudulent or unethical practices.

3.5 OFAC. Partner represents and warrants that it is not, and will not market, promote, refer or sell the Product(s) to any person or entity, incorporated or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime.

3.6 Records. During the term of this Agreement and for one (1) year following its expiry or termination, Partner shall keep complete and accurate records pertaining to this Agreement and its marketing, promotion, referral or sale of the Product(s). Litera reserves the right to require Partner to provide documented evidence of its compliance with this Agreement and to inspect and audit (either directly or through a third party) Partner's records as required to verify Partner's compliance with this Agreement.

3.7 Customer Terms of Use. Partner may not provide any Customer with the Product(s), or permit any Customer to access or use the Product(s), except in accordance with the Customer Terms of Use. Where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, Partner shall ensure that its contract with the Customer requires the Customer to agree to and be bound by the Customer Terms of Use. Where the Business Terms indicate that Partner is referring the Customer to Litera and the Customer is purchasing the Product(s) directly from Litera, Partner will notify the Customer that its order with Litera will require the Customer to agree to and be bound by the Customer Terms of Use. Partner may not negotiate the Customer Terms of Use or agree to any conflicting, different or additional terms from those set out in the

Customer Terms of Use. For greater certainty, where the Business Terms indicates that Partner is reselling the Product(s) to the Customer, the contract between Partner and Customer must contain a minimum initial subscription term of one year, and cannot auto renew.

3.8 Support. Where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, Partner shall be responsible for providing first line technical support to the Customer. Where the Business Terms indicate that Partner is referring the Customer to Litera and the Customer purchases the Product(s) directly from Litera, Litera or its authorized support partners will be responsible to provide technical support to the Customer in accordance with the Customer Terms of Use.

4 ORDER PROCESS, PAYMENTS, INVOICING, TAXES

4.1 Registration of Leads. Partner shall submit all potential leads to Litera for registration in accordance with the Partner Handbook. All registrations are subject to acceptance or cancellation by Litera. A registration will be considered a "Registered Lead" only if Partner receives written confirmation from Litera that the opportunity meets all of Litera's criteria and that the registration has been approved. Commissions and discounts are available only in respect of Registered Leads.

4.2 Orders; Payments; Invoicing. The Parties agree to comply with the provisions of Exhibit 1 in respect of all Orders and payments.

4.3 Taxes. All fees and charges covered by this Agreement are exclusive of applicable taxes, duties, levies, tariffs, and other governmental charges, other than taxes based on Litera's net income (collectively, "Taxes"). Unless otherwise agreed between the Parties, the Party making payment to the other Party will be liable for compliance with, reporting on and payment of such Taxes to the relevant authorities in its tax jurisdiction (including by self-assessment of such Taxes). For the avoidance of doubt, the Party in receipt of such payment will be responsible for direct taxes imposed on its own net income or gross receipts.

5 CONFIDENTIALITY

5.1 Confidentiality. The Parties acknowledge that during this Agreement, they may obtain non-public, technical and non-technical information of the other Party and its affiliates relating to the other Party's business activities, operations, processes, technology or products ("Confidential Information"). For greater certainty, the Product(s), Documentation, and Partner Handbook are Confidential Information of Litera. Each Party will: (i) use such Confidential Information only in connection with fulfilling its obligations or exercising its rights under this Agreement, (ii) during the term of this Agreement hold such Confidential Information in strict confidence and use reasonable efforts to safeguard such Confidential Information (except that Confidential Information that is trade secrets shall be held in confidence and safeguarded for the longest period allowed by applicable law); and (iii) disclose, distribute or make available such Confidential Information only to its affiliates and its and their employees and representatives who have a need to know, or have access to, the Confidential Information in order for them to carry out the purpose of this Agreement and who are subject to binding confidentiality obligations consistent with this section, and to no other person or entity, without the disclosing Party's prior consent. The provisions of this Section will not apply to any information which: (a) is, at the time of its disclosure, generally available to the public; (b) becomes generally available to the public through no fault of the receiving Party; (c) is, prior to its initial disclosure, in the possession of the receiving Party; (d) is independently developed by the receiving Party without use of or reference to any of the disclosing Party's Confidential Information; (e) is acquired by the receiving Party from any third party reasonably considered as having a right to disclose it or (f) is required to be disclosed by applicable law, court order, subpoena, or similar demand, or applicable regulatory authorities, but in such event only to the extent required to be disclosed and after due notice is given to the other Party (unless such notice is prohibited by law). Upon the written request of the disclosing Party or, in any event, on the expiry or termination of this Agreement, the receiving Party will return or destroy all originals and copies of (and other media embodying) Confidential Information of the disclosing party within ten (10) business days of the receipt of such request or the expiry of termination date, as applicable; provided that the disclosing Party may retain any electronic back-up copies in the ordinary course of its business so long as the copies maintained are subject to the confidentiality obligations of this Agreement.

6 OWNERSHIP; INTELLECTUAL PROPERTY

6.1 Litera IP. Litera, its affiliates and licensors retain all right, title and interest, including all copyrights, trade secrets, patents and other intellectual property rights, in the Product(s) (including all software and technology underlying the Product(s)), the Documentation, and any derivative works, modifications or improvements of any of the foregoing. Litera reserves all rights in the Product(s) and Documentation not expressly granted herein.

6.2 Litera Trademarks. Litera authorizes Partner, during the term of this Agreement, to use Litera's current

and future trademarks, service marks and trade names ("Litera Trademarks") for the sole purpose of marketing and promoting the Product(s) pursuant to this Agreement; provided that such use is consistent with all usage guidelines set out in the Partner Handbook. Partner may not use any Litera Trademarks outside of the Territory. Litera may revoke its authorization for Partner to use any and all Litera Trademarks at any time in its sole discretion. Litera reserves the right to review and approve any materials developed by Partner and containing any Litera Trademarks.

6.3 Partner Trademarks. Partner authorizes Litera to use Partner's name and logo on its website(s) and in advertising and marketing materials for purposes of identifying Partner as a reseller or referral partner of the Product(s).

6.4 Feedback. Partner grants to Litera a royalty-free, worldwide, transferrable, sublicensable, irremovable, perpetual license to use and/or incorporate into any of its products or services, including the Product(s), any suggestions, enhancement requests, recommendations or other feedback provided by Partner.

7 WARRANTIES, INDEMNITIES AND LIABILITY

7.1 Limited Warranty. Litera provides a limited warranty to the Customers in respect of the Product(s) as set out in the Customer Terms of Use.

7.2 Disclaimer. EXCEPT AS SET OUT IN SECTION 7.1 ABOVE, THE PRODUCT(S) ARE PROVIDED TO PARTNER AND TO CUSTOMERS ON AN "AS IS" BASIS. LITERA SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, LITERA DOES NOT WARRANT THE RESULTS OF USE OF THE PRODUCT(S) OR DOCUMENTATION OR THAT THE PRODUCT(S) IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

7.3 Litera Indemnity. Subject to Section 7.5, Litera will defend Partner against any third-party claim, demand, suit or proceeding made or brought against Partner alleging that the Product(s) infringes or misappropriates any third party intellectual property rights in the Territory (an "Infringement Claim"); and will indemnify and hold Partner harmless from any resulting damage awards or settlement amounts. The foregoing indemnity shall not apply to any Infringement Claim relating to or arising out of: (i) any misuse of the Product(s) in breach of this Agreement or the Customer Terms of Use; or (ii) any combination, operation or use of the Product(s) with any hardware, products, program, data or material not supplied or approved in writing by Litera; or (iii) any modification of the Product(s) not approved in writing by Litera (each, an "Infringement Exclusion Event"). If any Product is held or believed to infringe on a third party's intellectual property rights, Litera may, in its sole discretion, (x) modify the Product to be non-infringing, (y) obtain a license for Partner's continued use of such Product; or (z) notify the Partner that the Product is being withdrawn from the market, and immediately terminate this Agreement as to that infringing Product. This Section states Litera's entire liability, and Partner's sole and exclusive remedy, for any claim of infringement.

7.4 Partner Indemnity. Subject to Section 7.5, Partner will defend Litera against any third-party claim, demand, suit or proceeding made or brought against Litera and/or its affiliates arising out of or relating to: (i) any Infringement Exclusion Event; or (ii) any breach by Partner of Sections 3.4 or 3.5; and will indemnify and hold Partner harmless from any resulting damage awards or settlement amounts in any such claim, demand, suit or proceeding.

7.5 Indemnity Conditions. The indemnities in this Agreement are conditional upon the Party claiming indemnification (the "Indemnified Party"): (i) promptly notifying the indemnifying Party (the "Indemnifying Party") in writing of such claim, demand, suit or proceeding; (ii) giving the Indemnifying Party sole control of the defence and settlement thereof; and (iii) cooperating and assisting in such defence at the Indemnifying Party's reasonable request and expense. Notwithstanding the foregoing, the Indemnifying Party shall not settle any claim, demand, suit or proceeding without the Indemnified Party's prior consent if the settlement would require the Indemnified Party to: (a) pay any amounts or (b) make any admission of wrongdoing or fault.

7.6 Exclusion of Indirect (Consequential) Damages. Notwithstanding anything else to the contrary in this Agreement and only to the extent permitted by applicable law, neither Party will be responsible for special, indirect, incidental, consequential or other similar damages (including damages for loss of business or profits, business interruptions or harm to reputation) that the other Party or its affiliates may incur or experience in connection with this Agreement or the Product(s), however caused and under whatever theory of liability, even if such Party has been advised of the possibility of such damages; provided that the foregoing exclusions will not apply to: either Party's infringement of the other Party's intellectual property rights.

7.7 Limitation of Liability. Notwithstanding anything else to the contrary in this Agreement and only to the extent permitted by applicable law, in no event shall either Party's aggregate liability under this Agreement exceed: (i) where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, the

amount paid by Partner to Litera hereunder in the six (6) months preceding the incident giving rise to the liability; or (ii) where the Business Terms indicate that Partner is referring the Customer to Litera and the Customer is purchasing the Product(s) directly from Litera, the amount paid by Litera to Partner hereunder in the six (6) months preceding the incident giving rise to the liability; provided that the foregoing limitation will not apply to limit: (a) either Party's liability for its wilful, criminal or fraudulent misconduct; (b) either Party's liability under its indemnity obligations under Section 7.3 or 7.4, as applicable; (c) either Party's liability for its infringement of the other Party's intellectual property rights; (d) Litera's obligation to pay Partner any earned Commissions; or (e) Partner's obligation to pay amounts owed to Litera under any Order/ arrangement.

7.8 Application. The limitation of liability and exclusion of certain damages contained in this Agreement shall apply whether an action is in contract, tort or otherwise, and regardless of the theory of liability or failure of the essential purpose of any remedy.

8 TERM AND TERMINATION

8.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue for that period of time set out in the Business Terms. Thereafter, this Agreement shall automatically renew for subsequent one (1) year periods unless either Party provides written notice to the other Party at least thirty (30) days prior to the end of the then-current term of its intent not to renew.

8.2 Termination for Cause. Either Party may terminate this Agreement immediately: (i) upon the other Party's material breach of this Agreement if such breach, if capable of cure, is not cured within thirty (30) days following notice thereof (or, if incapable of cure, immediately upon notice of such breach); (ii) if the other Party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvency or bankrupt, or makes any assignment for the benefit of creditors.

8.3 Additional Litera Termination Rights. Additionally, notwithstanding anything else to the contrary in this Agreement, Litera may terminate this Agreement immediately on written notice to Partner at any time if: (i) Partner breaches Sections 3.4 or 3.5; (ii) Partner does not meet its quarterly sales target as set out in the Business Terms more than once in any 12-month period; (iii) Litera withdraws the Product(s) from the market; or (iv) Partner becomes controlled by, under common of, control or controls, a direct competitor of Litera.

8.4 Effect of Termination. Upon expiry or termination of this Agreement, all rights and licenses granted to Partner hereunder shall immediately terminate. Partner shall not market, refer or resell the Product(s), and shall not use any Litera Trademark, after the date of termination of this Agreement. Where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, upon expiry or termination of this Agreement, (i) Partner shall provide Litera with a list of all Customers with active subscriptions and the end date of their subscriptions; and (ii) Partner shall pay to Litera all amounts due to Litera under any Orders. Where the Business Terms indicate that Partner refers the Customer to Litera and the Customer purchases the Product(s) directly from Litera, upon expiry or termination of this Agreement, Litera shall pay to Partner any amounts owed to Partner for Commission for referring the Customer during the Term of this Agreement. Partner agrees that after Termination, Customer may directly purchase the Product(s) from Litera and Partner shall not be entitled to any Commission on the same. Sections 2.6, 3.6, 5, 6.1, 6.4, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 8.4, 9 and 10 will survive any expiry or termination of this Agreement.

9 CONTRACTING ENTITY; GOVERNING LAW AND VENUE

9.1 Contracting Entity; Governing Law; Venue.

Partner's ship to Location	Litera's Contracting Entity Name	Governing Laws	Place of Jurisdiction
North America (except Canada)	Freedom Solutions Group, L.L.C.	State of Illinois	Cook County, Illinois
Canada	Kira Inc.	Ontario	Toronto, Ontario
APAC	DocsCorp Pty. Ltd.	New South Wales	Sydney, New South Wales, New South Wales
Rest of the World	Workshare Limited	England and Wales	London, England

The UN Convention on the International Sale of Goods shall not apply to this Agreement.

9.2 Injunctive Relief. Notwithstanding Section 9.2, the Parties agree that a material breach of this Agreement adversely affecting Litera's intellectual property rights in the Product(s), Documentation or Litera Trademarks or the Confidential Information of either Party may cause irreparable injury to such Party for which monetary damages would not be an adequate remedy and such Party shall be entitled to equitable

relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

10 GENERAL

10.1 Export. The Product(s) and related technology are subject to U.S. export laws and may be subject to export laws in other countries. Partner agrees not to use or export (directly or indirectly) the Product(s) or related technology in violation of applicable export laws or regulations.

10.2 Independent Contractor. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

10.3 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to any cause beyond such Party's reasonable control, including acts of God, war, earthquakes, telecommunication or other utility failures, floods, fires, storms, or acts or orders of government.

10.4 Restriction on Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except in connection with a re-organization, merger, acquisition, or sale of all or substantially all of a Party's assets or voting securities. Any action or conduct in violation of the foregoing shall be void and without effect. Nothing in this Agreement shall restrict the ability of Litera to subcontract any or all of its obligations hereunder.

10.5 Waiver; Amendments. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

10.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the Parties.

10.7 Notices. Any and all notices to be given by either Party to the other Party under this Agreement shall be in writing and delivered: (i) by electronic mail to Partner at the email address on the Business Terms and to Litera at legal@litera.com (subject line: Legal Notice) or (ii) by overnight courier to Partner at the ship to address on the Business Terms and to Litera at 550 West Jackson Blvd., Suite 200, Chicago, Illinois, USA 60661, Attention: VP General Counsel. Such notices shall be deemed to have been received on the first business day following the day of such delivery if sent by email, and the first business day following the day of deposit with the courier, if sent by overnight courier. The address of either Party may be changed at any time by giving ten (10) business days prior written notice to the other Party in accordance with the foregoing.

10.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No varying terms or conditions stated in a purchase order or other ordering document or process shall form any part of this Agreement, and all such terms and conditions shall be null and void. This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns.

10.9 Counterparts/Electronic Signature. This Agreement may be signed in counterparts, and each such duly signed counterpart will be deemed to be an original of this Agreement, provided however that each Party will receive a counterpart executed by the other Party. The Parties agree to accept facsimile, scanned electronic or copied signatures as original signatures for purposes of executing this Agreement.



EXHIBIT 1

Part A: RESELLER PARTNERS – If the “Type of Partner” in the Business Terms is Reseller, meaning that Partner is reselling the Product(s) to Customers, then only sections 1-3 of this Exhibit 1 shall apply:

- 1 **Orders.** Where the Business Terms indicate that Partner is reselling the Product(s) to the Customer, Partner may place purchase orders for the Product(s) in respect of a Registered Lead in accordance with the procedures set out in the Partner Handbook. Any purchase order issued by Partner must match the commercial terms of the Registered Lead, be submitted to Litera within the time period set out in the Partner Handbook, and otherwise contain such details and information that Litera may reasonably require. Unless otherwise authorized in writing, Partner may not cancel any purchase order once the Order relating to such Registered Lead has been accepted by Litera. Any purchase orders issued by Partner shall be entered into subject to and in accordance with the provisions of this Agreement.
- 2 **Pricing.** Partner will pay Litera for each Product ordered by Partner at the price listed in Litera’s applicable price list for the Product as of the date of issue of the purchase order, less the applicable discount set out in the Business Terms (the “Discount”). Litera may change its price list for the Product(s) at any time in its discretion; provided that Litera will honour any Orders submitted prior to such price change becomes effective. Notwithstanding anything in this Agreement, Partner shall have full discretion to determine the price and payment terms it charges the Customer.
- 3 **Payment Terms.** Partner shall pay the fees set out in each Order to Litera in accordance with the payment terms set out in the Business Terms. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month (eighteen percent (18%) per annum) on the unpaid balance or the maximum rate allowed by law, whichever is less. All fees are non-refundable and payable in advance.

Part B: REFERRAL PARTNERS – If the “Type of Partner” in the Business Terms is Referral, meaning that Partner is referring the Customer to Litera and the Customer purchases the Product directly from Litera, then only sections 4 and 5 of this Exhibit 1 shall apply:

- 1 **Commission.** Where Partner refers the Customer to Litera and the Customer purchases the Product(s) directly from Litera pursuant to an Order entered into within 3 months of the registration of the Registered Lead (a “Qualifying Order”) Partner shall earn a commission (the “Commission”) equal to that percentage of the contractually committed fees for the Product(s) indicated on such Qualifying Order as is set out in the Business Terms. Partner shall invoice Litera for the agreed amount of the Commission in accordance with the procedures set out in the Partner Handbook and provide all supporting information reasonably required by Litera in connection with each such invoice. No Commissions will be owing in respect of any fees payable or paid on renewal of any Qualifying Order.
- 2 **Payment Terms.** Litera shall pay the Commission to Partner in accordance with the payment terms set out in the Business Terms. Partner acknowledges and agrees that invoices for Commissions must be received by Litera within 3 months of the date of the Qualifying Order in order to be eligible for payment. Litera’s payment obligations shall also be subject at all times to the Partner being in full compliance with this Agreement. Under no circumstances shall Litera pay or be obliged to pay Partner or third party any amounts where such payment would be in breach of or contrary to the principles of any applicable laws.