

**ADDITIONAL TERMS AND CONDITIONS
FOR KIRA – ON-PREMISES**

(applicable only for Customers, with subscription start date on or after May 1, 2026)

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 added into the Agreement:

“**Annual Period**” shall be a duration in between the start and end dates/s (as applicable) which has been specified on an Order Form under the Subscription Product.

“**Customer Data**” means any Documents, document annotations and project information that Customer or End Users upload or enter into the Software.

“**Customer Provisions**” means the custom provision models that the Customer, using the Customer Data and the Litera’s training module contained within the Software (can create by training the Software to identify and extract information from a Document).

“**Document**” means any file, contract, data or other information that a User enters or uploads via the Software.

“**End Users**” means individual employees or contractors of: (i) Customer; (ii) clients of Customer, solely for the purpose of permitting collaboration between Customer and such clients in connection with Customer’s Software on behalf of such client(s); and (iii) any other entities collaborating with Customer regardless of the organization they work for, who are granted access to the Software by Customer as necessary to enable that entity to work on a Customer matter, provided however that this access will not enable the entity to create new projects in the Customer instance(s) of the Software.

“**Hours of Coverage**” means 24/5.

“**On-Premises Deployment**” means a subscription permitting access to a version of the Software that is hosted by or on behalf of Customer.

“**Reports**” means any reports generated by the Software based on the Documents.

- 2) Deployment. For an On-Premises Deployment: (a) the target date for delivery of the initial server image is 2 weeks following the Order Date, and (b) timelines for cluster management or staging server images, if included, will be determined by mutual agreement of the parties.
- 3) Software.
- (a) On-Premises Deployment. If Customer has purchased an On-Premises Deployment: Litera shall provide the Software to Customer in object code form, for installation by Customer on the number of servers specified on the Order Form, such servers operated by or on behalf of Customer. Customer shall be responsible for installing the Software and maintaining its own server environment, including hardware, software, telecommunications and other technology. Litera will provide remote user training as reasonably requested by Customer. Customer will arrange for information technology personnel to attend technical training to facilitate initial installation and use of the Software, and Litera will provide such training remotely.
- 4) Effect of Termination. For the avoidance of doubt: upon any termination of this Agreement, Customer shall be responsible for downloading or deleting any Documents, Reports or Customer Data from the Software upon termination and, upon request, shall be permitted to have limited access to the Software solely for such purposes for thirty (30) days following termination.

- 5) Customer Responsibilities. Customer shall not, directly or indirectly, nor shall Customer permit any End User to: (i) use the Software for timesharing or service bureau purposes; (ii) use the Software to develop any similar or competitive service; (iii) introduce any viruses, worms, malware or other destructive code into the Software; (iv) bypass any measures Litera uses to restrict access to the Software. Customer represents, warrants and covenants on behalf of itself and its End Users that it: (X) has all necessary rights to use the Documents in connection with the Software without violating any fiduciary duty, duty of confidentiality, contractual obligation or Applicable Laws; (Y) will not use, or permit the use of, the Software, the Documents or the Reports for illegal, fraudulent, or unethical purposes or otherwise in a manner that could give rise to civil or criminal liability; and (Z) will not knowingly interfere with or impede the ability of others to use the Software.
- 6) Intellectual Property Rights. During the Subscription Term, Customer shall have the exclusive right to use the Customer Provisions in connection with the Software. Upon any expiry of this Agreement or the Order Form, as applicable and unless otherwise agreed by the parties neither party shall have the right to use, grant access to, or commercially exploit such Customer Provisions and they shall be deleted.