

ADDITIONAL TERMS AND CONDITIONS FOR KIRA – SAAS

(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 date/s (as applicable) which has been specified on an Order Form under the Subscription Product.

“**Cloud Deployment**” means a subscription permitting access to a cloud-based version of the SaaS Software, hosted on behalf of Litera.

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

“**Customer Provisions**” means the custom provision models that the Customer, using the Customer Data and the Litera’s training module contained within the SaaS Software (can create by training the SaaS 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 SaaS 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 SaaS 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 SaaS 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 SaaS Software.

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

2. Deployment. For standard shared Cloud Deployment, access will be made available within 3 business days of the start date of the Subscription Term. For a private Cloud Deployment, the target deployment date is 2 weeks following the start date of the Subscription Term.
3. SaaS Software.
 - a) SaaS Software – Cloud Deployment. Customer and its End Users shall have access to the SaaS Software, subject to the provisions hereof, pursuant to a Cloud Deployment in accordance with the license grant set forth below. The Customer understands that: (i) the SaaS Software shall reside on server(s) operated by or on behalf of Litera, (ii) End Users will have access to the SaaS Software solely via the Internet, and (iii) Customer shall not receive any SaaS Software code.
 - b) Data Protection – Cloud Deployment. Customer acknowledges that the data centers in which the Documents and Customer Data are housed are located in the hosting jurisdiction chosen by the

Customer.

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 SaaS Software upon termination and, upon request, shall be permitted to have limited access to the SaaS 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 SaaS Software for timesharing or service bureau purposes; (ii) use the SaaS Software to develop any similar or competitive service; (iii) introduce any viruses, worms, malware or other destructive code into the SaaS Software; (iv) bypass any measures Litera uses to restrict access to the SaaS 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 SaaS Software without violating any fiduciary duty, duty of confidentiality, contractual obligation or Applicable Laws; (Y) will not use, or permit the use of, the SaaS 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 SaaS Software.
6. Intellectual Property Rights. During the Subscription Term, Customer shall have the exclusive right to use the Customer Provisions in connection with the SaaS 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