ADDITIONAL TERMS AND CONDITIONS FOR BIGSQUARE SOFTWARE

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. **Administrator User**" means each individual designated by Customer to serve as technical administrator of the Software on Customer's behalf and as identified in the Order Form and shall be deemed to be considered as End User. Each Administrator User must complete training and qualification requirements reasonably required by Company. Company shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
    b. "**Affiliate**" means, with respect to a person, limited liability partnership, corporation or other entity, any other person, limited liability partnership, corporation or entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with such person, corporation or entity. Such other person, corporation, or entity is an Affiliate only as long as such control exists. For the purposes of this definition, "control" means the legal, beneficial, or equitable ownership, possession, or control, directly or indirectly, of more than fifty percent (50%) of the voting power or the power to direct or cause the direction of management or policies of a person, limited liability partnership, corporation or other entity whether through the ownership of voting securities, by contract or otherwise.
    c. "**Agility Suite**" means the collection of Software applications and reporting cubes, inclusive of attorney analytics, firm focus, matter management and powercube reporting.
    d. "**Agility Suite User/s**" means individual/s using Agility Suite as authorized by the Customer and the Administrator User, as applicable and as identified in the Order Form. The Agility Suite Users will be deemed to be considered as End User.
    e. "**Customer Data**" means all data and materials provided by Customer to Company for use in connection with the Software and services, customer applications, data files, and graphics.
    f. "**Other Services**" means all technical and non-technical services performed or delivered by Company under the Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the Software access and the Support and Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a statement of work and mutually agreed to by the parties. Customer will reimburse Company for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services.
2. The Customer will receive a subscription based or perpetual based license as identified in the Order Form.
3. Additionally, for perpetual based licenses the following shall apply: Company will provide support and maintenance of perpetual based licenses only to the extent the Customer is not in breach of the terms of the Agreement and Customer has paid the support and maintenance fees as stated in the applicable Order Form.
4. Both Customer and its Affiliate may use the Software. The Customer shall be solely responsible and liable for the use of Software on behalf of itself and its Affiliates. For avoidance of doubt, any individual using the Software as authorized by Customer and/or Affiliates shall be deemed to be considered as "End User" and shall be subject to the terms of this Agreement. In the event Affiliates or End User is in breach of the terms of this Agreement, Customer shall be liable for such breach on behalf of its End Users.
5. Customer shall not and shall not permit anyone to make the Software available to any person other than End Users, modify or create derivative works based upon the Software and access the Software or Documentation to build a similar or competitive product.
6. Subject to the terms and conditions of the Agreement, Customer shall grant to Company a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Data solely as necessary to provide the Software, Support and Maintenance Services and Other Services to Customer.
7. Customer shall provide commercially reasonable information and assistance to Company to enable Company to deliver the Software, Support and Maintenance Services and Other Services. The parties will work together to enable the delivery of Customer Data via the Software application programming interface (API). Customer acknowledges that Company's ability to deliver the Software, Support and Maintenance Services and Other Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
8. Company may anonymously compile statistical information related to the Customer's performance of the Software for purposes of improving the Software, provided that such information does not identify Customer's name or Customer Data.
9. Company shall provide the Support and Maintenance Services as provided in the attached Exhibit A hereto.

Exhibit A

SUPPORT AND MAINTENANCE SERVICES

Company will provide Customer with the services provided in this Exhibit A as "Support and Maintenance Services."

1.   DEFINITIONS

"**Deliverables**" means configurations and customizations to the Software and such other materials developed by Company for Customer pursuant to the terms of the Agreement.

"**Emergency Hours**" means any hours that are not Normal Business Hours.

"**Enhancements**" means upgrades, updates, improvements, technical upgrades, modifications, and new or enhanced functions and/or features made by Company or any of its Affiliates to the Software (via a Major Release or Minor Release) or to the Deliverables which generally improve the product to which they are added.

"**Errors**" means any failure of the Software or the Deliverables to conform to the Documentation or other specifications provided to Customer and shall be classified by priority as set forth herein.

"**Error Correction(s)**" means either a modification of, addition to or deletion from Software source code that when made causes the Software to conform to the applicable Documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the effect of an Error, or a modification, addition to or deletion from the look, feel, content or functionality of a Deliverable that eliminates the Error.

"**Full Install**" means that all Software and related Deliverables under the Agreement are accessible by and have full use by all Customer users.

"**Major Release**" means an updated version of the Software which incorporates all changes provided in the last Minor Release, the most recent Error Corrections not yet included in a Minor Release, and Enhancements that were not contained in any Major Release or Minor Release previously provided over the prior 12 months. A new Major Release typically will be indicated by increasing by one the previous numeral that represented the first digit of the release number (e.g., version number X.1.X, X.2.X, etc.).

"**Minor Release**" means a version of the Software that contains the most recently developed Error Corrections (provided previously with Support and Maintenance Services or developed by Company as part of maintenance) and Enhancements made by Company during the interim period prior to the next scheduled Major Release. A Minor Release typically will be indicated by increasing by one the previous numeral that represented the second digit of the prior release number (e.g., version number X.2.1, X.2.2, etc.).

"**Normal Business Hours**" means 8:00 a.m. to 6:00 p.m. Eastern Time on any weekday other than a federal holiday.

"**Workaround**" means a temporary solution to an Error that Company has implemented, or that Company has granted prior written consent to Customer to implement, in order to cure an Error until a permanent Error Correction is provided.

2.   DESCRIPTION OF SERVICES. Beginning on the Effective Date, Company will provide to Customer the following:

(a) telephone and web-based technical support during Normal Business Hours for all Errors, and during Emergency Hours (as necessary) for Priority 1 - Urgent Errors, in the Software that are discovered by Customer during the Support Term, which shall be provided in accordance with the priority levels set forth in Section 3 below;

(b) Regularly scheduled and ongoing maintenance of the Software, as further described in Section 4 below; and

(c) The additional terms set forth in Section 5 below.

3.   PRIORITY LEVELS AND RESPONSE TIMES.

Procedures for Reporting Errors. When reporting an Error, Customer shall indicate its priority according to the definitions stated below:

Priority 1 – Urgent Error: The Software fails to operate in any respect or there are severe restrictions in the operation of the Software that prevents the performance of any productive work.

Priority 2 – Serious Error: A major function of the Software is experiencing a reproducible problem, which causes a severe loss of functionality.

Priority 3 – Error: An important function is experiencing an intermittent problem, or a common non-essential operation is failing consistently. The inconvenience can be tolerated until the next scheduled Minor Release.

Priority 4 – Minor Errors: All other Errors. The inconvenience is slight and can be tolerated.

Priority 5 – Requests for Enhancements: The Software has functionality that Customer would like changed or added.

Definition of Response and Wait Times. For purposes of this Section 3, the following words have the following meanings:

"**Response and Incident Assignment**" shall mean an acknowledgment of receipt of an Error report and assignment of an Error incident number by Company, it being understood that Company shall immediately commence resolution of the Error upon assignment of the incident number. If Company disagrees with or has questions about the priority assigned to the Error, the acknowledgment will note the issue and the priority will be discussed with Customer contact.

Response Procedures and Obligations. Company will respond to Errors in accordance with the following chart.

Priority	Response and Incident Assignment by or Before
1	4 hours
2	8 hours
3	Five (5) Business Days
4	Five (5) Business Days
5	Ten (10) Business Days

Procedures for Priority 1 and Priority 2 Errors.

Priority 1.

For Priority 1 Errors, Customer may call Company and/or send an e-mail to ensure the fastest possible Response and Incident Assignment. Company may require that Customer designate a primary and secondary contact for Company support personnel to help minimize the turnaround time for resolving Errors and answering questions. Accordingly, Company may limit its telephone support to these authorized contacts for the Priority 1 Error. The current Major Release of the Software used by Customer shall be patched with a Workaround if a permanent Error Correction is not available and the next Minor Release is not imminent. A permanent Error Correction shall be issued for all Priority 1 Errors as soon as commercially reasonable following installation of the Workaround and shall not be dependent upon the next scheduled Minor Release.

Company will give Customer a daily progress report on resolution and will continue until the Error is resolved with a Workaround or otherwise to Customer reasonable satisfaction. If a temporary Workaround or other temporary resolution is implemented rather than a permanent resolution, Company will provide an action plan for a long-term Error Correction within 7 business days of the Workaround. The action plan will include details on the proposed resolution and the timeframe of the permanent Error Correction. Error Corrections for Priority 1 Errors shall be issued as soon as reasonably possible irrespective of the next scheduled Minor Release. Company and Customer acknowledge that under some circumstances it may be most expedient for Company's support personnel to be on-site at Customer location, and this on-site support would be under additional terms and conditions mutually agreed to at such time. Review of status throughout the entire process will be available to Customer upon request through Company's technical support staff via phone, fax, or e-mail.

Priority 2 and 3.

For Priority 2 and 3 Errors, the same procedures as for Priority 1 Errors shall apply, except that rather Company will only work to resolve Errors during Normal Business. The Major Release of the Software used by Customer shall be patched with a Workaround if a permanent Error Correction is not available and the next Minor Release is not imminent. A permanent Error Correction shall be issued for all Priority 2 and 3 Errors as soon as

commercially reasonable following installation of the Workaround and shall not be dependent upon the next scheduled Minor Release.

4. **MAINTENANCE OF SOFTWARE AND DELIVERABLES.** Company will provide regular and ongoing maintenance to the Software source code and maintain the operability and ongoing functionality of the Deliverables as follows:

(a) Provide Error Corrections in permanent format after providing temporary Workarounds as part of Support and Maintenance Services;

(b) Provide Minor Releases no less frequently than once every 12 months beginning on the Effective Date hereof, and provide Major Releases no less frequently than once every 18 months beginning on the Effective Date hereof;

(c) Provide the user training (if any) as set forth in the applicable Schedule ;

(d) Notify on-prem Customer in writing (which may include email to Customer designated IT representatives) not less than thirty (30) days in advance of newly available downloads of Minor Releases and Major Releases. To the extent Company does not download any Minor Releases or Major Releases on an automated basis as part of regular maintenance, Customer shall have the option, in its sole discretion, of choosing whether or not to download any such Minor Releases or Major Releases and may exercise such option at any time for not less than six (6) months from the date the download is first made available.

(d) Provide all Enhancements to the Software that are made available by Company or any of its Affiliates;

(f) Provide Enhancements to dashboard application Deliverables provided by Company (i) in order to keep current with changes in existing dashboard application and with the current hardware vendor's OS releases, as available from Company, provided the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Company; and (ii) from time to time as Company develops such Enhancements.

5. **ADDITIONAL SUPPORT AND MAINTENANCE SERVICES TERMS.**

(a) Company shall not degrade or diminish the level of services provided.

(b) Company shall provide Support and Maintenance Services for each Major Release and Minor Release for eighteen months from the date such Major Release or Minor Release was first made available to Customer. Customer shall continue to receive Support and Maintenance Services (subject to payment of Support Fees) during this 18-month period irrespective of whether it chooses to download any Major Release or Minor Release made available during such period.

(c) Company shall provide Support and Maintenance Services for the Deliverables it develops for and provides to Customer and shall upgrade the source code contained in such Deliverables (if any) to ensure consistency and forward and backward compatibility with the Minor Releases and Major Releases provided for the Software. Minor maintenance will also be provided for the Deliverables from time to time upon Customer reasonable request and Company acceptance of these maintenance requests.

(d) Company acknowledges that the Software runs on various third-party applications commonly available in the marketplace and that from time to time third party vendors update and may materially change the functionality of such applications. Accordingly, Company will use its best efforts to issue Major Releases that enable forward and backward compatibility of the Software with those third-party applications which are most commonly used with the Software and generally available to Company customers.

6. **PROPRIETARY RIGHTS.** Customer acknowledges and agrees that corrected or replacement Software and associated documentation remain the property of Company and constitute a trade secret of Company.

8. **EXCLUSIONS.** Company shall not be obligated to provide Support and Maintenance Services pursuant to this Agreement if the necessity for the Support and Maintenance Services arises from modifications made to the Software made by or for Customer that were not approved in writing by Company. If Company corrects defects or problems attributable to Errors caused by Customer or corrections or modifications made by Customer, Customer agrees to pay Company the amount of hourly fees calculated at Company's then current standard rates or as otherwise negotiated by the Parties, and for materials.

(a) If the Parties mutually agree that Company must perform any of the Support and Maintenance Services (or other mutually agreed professional services) onsite at Customer's office, Customer agrees to pay Company for reasonable and necessary travel (coach), lodging, and other incidental expenses (auto transportation, gas per mile, etc.) incurred in connection with Company's performance of such services. Company shall provide line itemized invoices for each expense and receipts upon request. Company shall notify Customer prior to incurring

any such expense. If requested by Customer, Company shall use Customer's preferred hotels. Company shall take reasonable steps to minimize these expenses. All expenses are subject to Customer's review and prior approval.

10.   **TAXES**. Customer shall be responsible for all sales or use taxes or any other taxes, fees, or duties imposed by federal, state, local, or other governments or governmental entities on or with respect to the Support and Maintenance Services rendered, excluding Company's income or property.