

ADDITIONAL TERMS AND CONDITIONS FOR CONCEP 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.

1. The Following definitions shall be applicable if Customer is using the products outlined in Order Form. In the event of conflict between the definitions added to the Agreement as referenced in the Order Form and the definitions added in here, the definitions added in here shall prevail:
 - a) “Branding Materials” means those trademarks, logos, artworks, photographic images and other visual or audio materials provided by the Customer to Company for incorporation into the Software.
 - b) “End User” means any employee, agent or subcontractor of the Customer who is authorized by the Customer to access the Software.
 - c) “Software” means the hosted online application as identified in the Order Form which includes an application customized for Customer as stated in the Order Form and might include a computer program owned by Company designed to permit the hosted online application to integrate with certain other applications, such as CRM systems, used by Customer.
 - d) “Working Day/s” means Monday to Friday excluding all Bank and Public Holidays.
2. In order for Company to render the Software, the Customer will provide Company with all necessary co-operation and access to such information as Company may reasonably request during the Subscription Term. This may include:
 - a) providing documentation (including where applicable the Branding Materials), Customer Data and security access information;
 - b) providing configuration services, ensuring that the Customer's network and systems comply with any specifications issued by Company from time to time and accepting and applying updates and upgrades to, and new versions of, the Software;
 - c) responding promptly and in full to any of Company's reasonable requests for information, instruction, or assistance; and
 - d) making personnel available to instruct and assist Company where reasonably requested by Company.
3. The Customer will be responsible for procuring and maintaining its network connections and telecommunications links from its systems to Company's data centres.
4. The Customer will maintain a written, up to date list of current End Users and provide the list to Company upon Company's written request. The Customer will comply with, and will ensure that each End User complies with, the Acceptable Use Policy attached hereto as Schedule A.
5. The Customer acknowledges that the Software is delivered over third-party internet and communications networks and Company will not be liable in relation to any delays, limitations or other problems inherent in such networks or any failure of the Customer to procure and maintain adequate communications networks.
6. The Customer shall be solely responsible for its actions and the actions of its End Users. Customer acknowledges and agrees:
 - a) not to send or store data on or to the Software which violates the rights of any individual or entity established in any jurisdiction;

- b)** not to upload in any way any information or content that contain viruses, worms, Trojan Horses, corrupted files, or any other similar software or programs, harmful code or data that may damage the operation of the Software or another's computer or mobile device;
 - c)** not to interfere or disrupt networks connected to the Software or interfere with other ability to access or use the Software;
 - d)** not to interfere with another Company's use and enjoyment of the Software or another person or entity's use and enjoyment of similar Software;
 - e)** not to use the Software in any manner that impairs the Software, including without limitation the servers and networks on which the Software are provided; and
 - f)** to comply with all regulations, policies and procedures of networks connected to the Software and the Software. Customer acknowledges and agrees that Company neither endorses the contents of any Customer communication nor assumes any responsibility for any violation of law or infringement of third-party intellectual property rights arising therefrom.
 - g)** Use the Software or Documentation to provide services to third parties.
- 7.** The Customer acknowledges that Company:
- a)** does not send, initiate, originate or transmit commercial email to businesses or individuals, nor does it procure the origination or transmission thereof;
 - b)** does not possess any legal obligation (i) to obtain opt-in consent from Customer's email recipients; (ii) regarding compliant "From" lines, "To" lines or "Subject" lines; (iii) with respect to marketing campaign materials; (iv) with respect to opt-out and/or suppression requirements; and (v) with respect to compliance with applicable anti-SPAM legislation;
 - c)** does not assist the Customer in structuring marketing messages, including email marketing messages. The Customer alone determines whether to send messages and who the recipients should be, creates the content of messages and controls the timing of messages. It is the Customer's sole and exclusive obligation to ensure that email marketing campaigns comply with applicable law and to obtain lawful opt-in consent. Company does not identify recipients of marketing messages or provide recipients' email addresses.
 - d)** The Customer is expressly forbidden from advertising or promoting Company's products and/or Software, including via commercial email.
- 8.** Company will not be liable for any delay in or failure to provide the Software which is attributable in whole or in part to any failure of the Customer to perform its obligations under the Agreement, and in such an event Company may adjust any agreed timings as is reasonable.
- a)** If the Customer does not comply with its obligations, including (without limitation) by refusing to migrate to new platforms made available by Company, then without limiting its other remedies under the Agreement, or at law, Company may charge the Customer for any additional costs or expenses incurred by Company as a result of such non-compliance in addition to the Total Fees and/or may terminate the Order Form by giving written notice to the Customer, provided that Company has given the Customer written notice of the non-compliance and such non-compliance continues for 21 days or more after the date of that notice.
 - b)** Company acknowledges and agrees that the Customer and/or its licensors own all intellectual property rights in the Branding Materials provided by the Customer. The Customer will indemnify Company against any claim by a third party that Company's use of the Branding Materials in accordance with the terms of the Agreement and Order Form infringes that third party's intellectual property rights.

9. Additional Warranties

- a)** Customer will not permit any third-party person or entity to utilize the Software, whether in conjunction with a joint marketing campaign, or otherwise.
- b)** Customer has implemented all reasonable and necessary protocols to preclude unfair, deceptive and abusive marketing practices. Customer's websites, databases, emails and all linked content do not: (i) promote racism, hate mongering or other objectionable content; (ii) contain any investment or money making opportunities or advice not permitted by applicable laws, rules and regulations; (iii) contain any gratuitous violence or profanity or other explicit vulgar or obscene language; (iv) contain or post to any sexually explicit images or other offensive content or adult Software; (v) promote illegal substances, alcohol or tobacco; or (vi) promote software piracy or otherwise violate any intellectual property rights of third parties.

10. If Company has agreed in the Order Form to provide the Software, Company hereby grants the Customer a non-exclusive license to install and use one copy of the Software as necessary for the Customer to integrate the Software with the CRM application used by it, provided the Customer complies with the restrictions set forth in the Acceptable Use Policy and the obligations as stated in the attached Schedule A. The Customer shall not permit use of the Software by any parent, subsidiary, or affiliate of the Customer, or any other third-party, save with Company's express permission.

11. Data Recovery

- a)** The Customer's access to the Software shall cease upon termination or expiry of the Order Form or the Agreement. Any live forms submitted by the Customer shall be removed upon termination or expiry of the Order Form.
- b)** The Customer shall be responsible for arranging for the transfer or export of Customer Data prior to the termination or expiry of the Order Form or the Agreement. On the Customer's request, Company may provide the Customer with reasonable assistance in relation to such transfer or export prior to termination or expiry of the Order Form which shall be subject to additional fees charged by Company.
- c)** On termination or expiry of the Order Form or the Agreement, Company shall retain Customer Data for a period of six (6) months, after which time it shall delete all Customer Data in its possession that is stored in live databases. Upon the date of deletion, the data will reside in encrypted backups for a further 100 days, after which it will be overwritten. If during the initial six (6) month period Company receives a written request for the provision to the Customer of access to the Customer Data, Company shall provide such access which shall be subject to additional fees charged by Company.

12. Company's warranties and representations do not apply to use of the Software in combination with hardware or software not provided by the Company.

13. The Software is provided pursuant to the Support and Maintenance Policy, attached hereto as Schedule B, which may be modified from time to time.

SCHEDULE A
ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out terms and conditions relating to the Customer's use of the Software. All capitalised terms in this Acceptable Use Policy will have the meanings given the Agreement or, as applicable, the Support and Maintenance Agreement, unless otherwise provided.

1 Use of the Software

- 1.1 Company may provide training in the use of the Software for all End Users who will have access to it. All requests for training should be made to the Customer's Account Manager at Company, who will provide an Order Form setting out the price and time schedules applicable to such training.
- 1.2 The Customer will use the Software strictly in accordance with any guidance and instructions made available by Company, including via the Customer helpdesk or during any training session provided by Company.
- 1.3 If at any time the Customer believes or suspects that any End User is acting or intends to act in breach of this Acceptable Use Policy, it will promptly notify Company and provide relevant information and a plan for cure.
- 1.4 Company may immediately terminate or suspend any End User's access to the Software where reasonably requested to do so by the Customer. Company will assist the Customer with any investigation into any misuse or potential misuse by such End User upon reasonable request.
- 1.5 In the event of any actual or suspected breach of this Acceptable Use Policy, Company may without further reference to the Customer, examine materials created by the Customer using the Software for the purpose of monitoring its compliance with the Agreement or Order Form.
- 1.6 The Customer shall ensure that its use of the Software conforms to Customer's own policies and procedures governing use of the Internet.

2 SPAM

- 2.1 The Customer acknowledges that the sending of unsolicited emails to third parties may be considered to be 'spam' and may cause the Software to be identified by companies or internet service providers as a source of spam. This may cause subsequent emails sent by the Software to such companies or email addresses using such internet service providers to be blocked by their Spam-filtering facilities. Accordingly, the Customer agrees that it will not send unsolicited emails to any third party unless:

- a) it has obtained that party's consent to receive such emails;
- b) it has obtained that party's contact details from that party in the context of a relationship of supplier and customer (actual or prospective) and offers that party the opportunity to unsubscribe from further emails; or
- c) it has obtained that party's details from a list compiled using best-practice permission-based marketing.

The Customer also acknowledges that older email addresses may be used as "spam traps", again causing the Software to be identified as a source of spam. Accordingly, the Customer agrees that it shall monitor and maintain its mailing lists and shall not send emails to any address which has not met condition a), b) or c) within the previous year.

- 2.2 The Customer acknowledges that the identification of the Software as a source of Spam may impact upon other End Users of the Software unconnected with the Customer and may therefore significantly impact upon Company's ability to conduct its business. The Customer will indemnify Company for all losses, claims against, or liability of Company attributable to Customer's or a Customer End User's improper or unlawful use of the Software.

2.3 For communications to persons in the United States of America, the Customer will comply in full with the provisions of the CAN-SPAM Act of 2003 and the Federal Trade Commission Act. See FTC recommendation at <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>. For communications to persons in the European Economic Area, the Customer will comply in full with the provisions of the European Union Privacy and Electronic Communications (EC Directive) Regulations 2003. See UK's Software of such directive at <http://www.legislation.gov.uk/ukxi/2003/2426/contents/made> and, as to email marketing, <http://www.legislation.gov.uk/ukxi/2003/2426/regulation/22/made>. Compliance with these laws and Regulations is a condition of the Customer's access to and use of the Software. For communications to persons in Canada, the Customer will comply in full with Canada's Anti-Spam Legislation (CASL; SC 2010, c.23). In all instances references to legislation and regulations in this AUP include reference to any amending or replacing legislation.

- 2.4 The Customer will not use the Software to send any commercial electronic mail message (as that term is defined in the CAN-SPAM Act) to any person who has opted out or otherwise objected to receiving such messages.
- 2.5 The Customer may not use the Software to email to distribution lists, newsgroups, or spam or unsolicited email addresses, including where such email addresses have been purchased from a third party or acquired other than through best-practice permission-based marketing.
- 2.6 If Company receives notice or determines (acting reasonably) that the Customer's use of the Software is generating a higher number of spam complaints than would normally occur if the Customer complied with this Acceptable Use Policy, Company will notify the Customer immediately and may, at its discretion:
 - a) suspend the Customer's access to the Software until the issue resulting in the spam complaints has been resolved; or
 - b) terminate the Agreement or the Order Form without liability by written notice with immediate effect.

3 Prohibited Content and Uses

- 3.1 The Customer may not use the Software to:
 - a) provide, sell or offer to sell any of the following products or content (or services related to the same): pornography; escort services; illegal goods including illegal drugs, substances and weapons and pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; or any other products, services or content that it is unlawful to sell or offer to sell in the territory in which the sender or email recipient is located; or
 - b) display or market material that unlawfully exploits children, or otherwise unlawfully exploits persons under 18 years of age, or that targets children under the age of 13 in violation of the Child Online Pornography Protection Act of 1998; or
 - c) provide material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or profanity or includes any obscene, lewd, lascivious, violent, harassing or otherwise objectionable content; or
 - d) disclose personal data, personally identifiable information, personal health information, personal financial information or sensitive personal data (e.g., medical or health condition, racial or ethnic origin) in breach of the terms of any state, federal or other law, rule or regulation, including without limitation any state law or the federal Health Insurance Portability and Accountability Act of 1996; or
 - e) send emails containing or otherwise introducing viruses, worms, harmful code or Trojan horses into the recipient's computer or computer network; or
 - f) engage in any libelous, defamatory, scandalous, threatening or harassing activity or illegal conduct that is defined as such within the geographical territory in which the sender or recipient is located; or
 - g) post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence; or
 - h) provide content, including images, that embody or constitute infringing derivatives of the Intellectual Property Rights of a third party such as but not limited to authors, artists, photographers or others, without the express written consent of the owner of such rights, or in any way infringe the Intellectual Property Rights of any third party; or
 - i) disparage, make fun of or satirize the Company name, or any of its products or services; or
 - j) use the Software in any manner which may bring Company, its affiliates or any of its products or services into disrepute.
 - k) take any action that imposes an unreasonable or disproportionately large burden on Company's infrastructure, or that bypasses any measures to protect or restrict access to the Software or the Documentation.
- 3.2 Without prejudice to the generality of Customer's obligation to comply with all applicable laws, Customer warrants that it has established and implemented, with due care, practices and procedures reasonably designed to effectively prevent unsolicited commercial email advertisements; and that in all communications sent using the Software:
 - a) it will scrub and suppress against the Federal Communication Commission's wireless domain list;
 - b) it shall not use false or misleading header information - "From," "To," "Reply-To," and routing information - including the originating domain name and email address - must be accurate and identify the person or business who initiated the message;
 - c) it shall not use deceptive "Subject" lines - the subject line must accurately reflect the content of the message;
 - d) all marketing messages must be clearly and conspicuously as an advertisement;
 - e) it shall clearly and conspicuously inform recipients how to opt-out of receiving future email messages;

- f) it shall honor opt-out requests promptly and in compliance with applicable laws;
- g) it shall obtain affirmative consent prior to sending email marketing messages, including, but not limited to, consent granted through a posted privacy policy on the collection URL notifying the recipient of the use of his/her email address for commercial marketing;
- h) it shall maintain records evidencing such consent, including opt-in date, registration source, first and last name, mailing address (if collected), email address, the posted privacy policy of the source website at the time recipient data was collected and any other information collected
- i) it shall not obtain email addresses via the use of a campaign for random generation of email addresses, and/or “scraping” websites or online services;
- j) “From” lines shall identify the Customer, its brand or a formally registered DBA;
- k) it shall accurately register mailing domains - mailing domains may not have proxy or privacy guards and must be able to be examined through WHOIS searches;
- l) it shall not include falsification of header information, false registrations for domain accounts, email accounts, or IP addresses used in connection with email marketing nor retransmissions of an email ad for the purpose of concealing its origin;
- m) it shall not utilize proxy server traffic, or relay or retransmit emails from a computer or computer network that was accessed without authorization;
- n) “To” lines shall contain the recipient’s email address;
- o) it shall include in each email a physical address and unsubscribe mechanism;
- p) it shall not use deceptive or misleading form of advertising which includes, but is not limited to, phishing, sending an email to an individual falsely claiming to be an established legitimate enterprise in an attempt to scam or defraud the End User into surrendering private and personal information that can be used for identity theft or other activity;

3.3 If Company receives notification from any third party or otherwise has cause to believe that the Customer's use of the Software is in breach of the provisions of this Clause 3, it will notify the Customer immediately and may, at its sole and unfettered discretion:

- a) delete any breaching emails or content without notice; and/or
- b) suspend the Customer's access to the Software until the issue has been resolved; and/or
- c) suspend or terminate the Order Form; and/or
- d) terminate the Agreement or the Order Form without liability by written notice with immediate effect.

3.4 If Customer receives notification from any third party including, without limitation, any relevant Regulatory Authority, that the Customer’s use of the Software is in breach of the provisions of this Clause 3, it will notify Company immediately and Company may, at its sole and unfettered discretion, carry out any of the actions detailed in Clause 3.3.

4 Use of Linking URLs

4.1 The Software contains functionality that enables the recipient of an email to click on a link which will take them to a URL displaying the email online. The Customer acknowledges that this functionality is provided solely to enable recipients whose email package does not enable them to otherwise display or render the email correctly to see the email using their internet browser, and for no other purpose whatsoever.

4.2 If Company has reason to believe that the Customer has used, or is using, the functionality set out in Clause 4.1 above other than in accordance with the purpose set out therein, it may at its sole and unfettered discretion:

- a) create a new Billable Event, such that each view of such affected URL will become billable at the same Billable Event Fee that applies to each email sent, as set out in the applicable Order Form; and/or
- b) suspend access to the affected URL; and/or
- c) suspend the Customer's access to the Software until the issue has been resolved; and/or
- d) terminate the Agreement or the Order Form without liability by written notice with immediate effect.

Schedule B - Support and Maintenance Policy for Concep Products

1. General. Litera includes support and maintenance services with the Software Service. Support and maintenance services are as described below.

2. Maintenance and Support Services. Maintenance and Support Services include the following:

(i) **Maintenance Releases and Upgrades:** During the term, Litera agrees to deliver to Customer without charge any upgrades containing error corrections or enhancements to the Software Service (“**Upgrades**”). Litera may also offer to Customer new versions of the Software Solution, which contain additional functionality, subject to an additional license fee.

(ii) **Standard Telephone Support:** Subject to Section 3 below, Litera will provide Customer live telephone and email support during normal business hours of Litera (Monday – Friday, 4:00 am to 8:00 pm (EST, excluding holidays), or at such other hours as the parties may mutually agree to, for (a) configuration issues, (b) questions regarding the usability and specific functions of the Software Service, (c) problem diagnosis, and (d) provision of workarounds where feasible.

(iii) **Support Liaisons:** Litera will coordinate with a Customer employee designated as support liaisons to manage support calls to Litera.

3. Technical Support. Litera offers Customer a single point of contact for all product support questions. Customer will call the technical support number and the call coordinator will work to address Customer issues, with response and escalation based on the severity of the problem.

Litera will use the following priority categories to provide a consistent classification of service interruptions.

| Priority | Description | Response Time |
|-----------------|---|----------------------|
| Urgent | Highest priority. Used for service interruptions, within Litera’s control, where Customer is unable to access or use remotely the Software Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done. Target resolution time on such service interruption resolution is four (4) hours. | 1 hour or less |
| High | Used for service interruptions, within Litera’s control, where Customer’s production use of the Software Services is severely impaired or degraded preventing major functions from being performed. Target resolution time on such service interruption resolution is one (1) business days. | 2 hours or less |
| Medium | Used for service interruptions, within Litera’s control where Customer’s production use of an important (but not critical or essential) function of the Software Services is disabled or impaired. | 4 hours or less |

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| | Target resolution time on such service interruption resolution is three (3) business days. | |
| Low | Used for all other service interruptions, within Litera's control. Indicates that the service interruption causes minor adverse impact to Customer's use of the Services. Target resolution time on such service interruption resolution is reasonably determined in accordance with the nature of the service interruption. | 24 hours or less |