Support, Maintenance and Service Level Agreement for SaaS Softwares

1.Definitions

Capitalized terms in this SLA shall have the following means provided that unless defined herein, capitalized terms shall have the meaning as set forth in the Agreement.

"**Actual Uptime**" shall mean, with respect to a particular calendar month, the percentage derived by subtracting the total minutes of Downtime in a given month from the total minutes in such month, multiplying such difference by 100, and dividing the resulting product by the total number of minutes in such month, as indicated below:

$$\text{Actual Uptime} = \frac{100 \times (\text{total minutes in month} - \text{total minutes of Downtime in month})}{\text{total minutes in month}}$$

"**Downtime**" shall mean sustained Unavailability for fifteen (15) or more consecutive minutes. Litera agrees to implement reasonable and appropriate technical, physical, and organizational safeguards to mitigate the risk of Downtime. Downtime does not include interruption of the SaaS Software during any Regularly Scheduled Maintenance Period, Scheduled Emergency Maintenance Period or Customer-caused outages or disruptions, outages caused by Customer's or its users' telecommunications and Internet services, software or hardware not provided and controlled by Litera (including third party software or sites that are accessed or linked through the Software), downtime caused by attacks by third parties, such as hacks, denial of service attacks, malicious introduction of viruses and disabling devices and/or emergency maintenance required to prevent or mitigate a service disruption or degraded event to the system or outages caused by disruptions attributable in whole or in part to Force Majeure Events or any downtime that is not attributable to Litera's fault or negligence.

"**Force Majeure Events**" mean the events as described in the Agreement.

"**Regularly Scheduled Maintenance Period**" means the time period that Litera reserves for the routine maintenance, upgrades or repairs of the SaaS Software which may be subject to change from time to time at Litera's sole discretion. Litera will use reasonable commercial efforts to provide Scheduled Maintenance during non-business hours and in a manner to minimally disrupt Customer's use of the SaaS Software.

"**Scheduled Emergency Maintenance Period**" means the time period that Litera reserves for performing emergency changes necessary to prevent a system disruption or major performance issue outside of the Regularly Scheduled Maintenance Period with advanced notice. Scheduled Emergency Maintenance is excluded from the calculation of uptime and downtime.

"**Target Monthly Uptime Percentage**" means, with respect to any calendar month (based upon an average 30-day month), the Actual Uptime of the Customer's production tenant of the SaaS Software is greater than or equal to 99.5%.

"**Unavailability**" means that the SaaS Software is unreachable, as indicated and confirmed via Litera's Enterprise Monitoring solution.

"**Unscheduled Emergency Maintenance**" means the time that Litera requires to perform unscheduled emergency maintenance, repairs, or fixes on the SaaS Software due to unforeseen issues or incidents. Unscheduled Emergency Maintenance is included in the calculation of uptime and downtime.

2. System Availability

Litera will use its commercially reasonable efforts to achieve the Target Monthly Uptime Percentage. Litera will monitor the service level availability using automated third party synthetic checks that validate the Customers ability to access the SaaS Softwares. Litera will provide Customer with monthly reports of SaaS Software availability when requested.

- The reports will be in the form of an individual report per product.
- The reports will be retroactive for the previous three months of availability monitoring.
- Customer must request the reports from its Customer Success Manager.

3. Regularly Scheduled Maintenance Period

- Litera shall periodically perform Scheduled Maintenance to provide an efficient, secure, and uninterrupted service to Customer.
- Litera maintains a standing pre-approved maintenance period starting at Friday 9:00 PM CST until Saturday 8:00 AM CST with the exception of Litera Create. Litera Create will have its standing pre-approved maintenance window from Friday at 9:00 PM CST to Sunday at 9:00 PM CST that may be utilized when needed for maintenance that will require service downtime.
- Litera shall provide Customer with a minimum of 24 hours' notice of any Scheduled Maintenance within the standing pre-approved maintenance period. This notice will include the expected start time, anticipated duration, and a description of the services expected to be impacted by the maintenance.
- Litera shall provide 5 working days' notice to Customer if Scheduled Maintenance will exceed the duration allotted to the pre-approved maintenance period or if the Scheduled Maintenance period will occur outside the pre-approved maintenance period.
- Litera shall use reasonable efforts to complete such maintenance as quickly as possible to minimize disruption of services.
- In the event of an emergency requiring immediate maintenance outside of the pre-approved weekly period, Litera will provide immediate notice to Customer.

4. Service Continuity

- RTO 8 hours / RPO 12 hours for all applications except Kira
- Kira RTO 24 hours / RPO 3 hours.

"**RPO**" (Recovery Point Objective) means the maximum amount of data as measured by time that can be lost after a recovery from a disaster, failure, or comparable event before data loss will exceed what is acceptable to an organization.

"**RTO**" (Recovery Time Objective) means the maximum time and service level from when an incident is declared by Litera for which a break in business continuity is expected from a critical system before it is recovered.

6. Technical Support

Customer will report issues to Litera via any method described below:

Customer Help Center

The Customer Help Center can be used to report and manage communication on all Support issues for/by customer. Customers may access the Customer Help Center at any time to monitor updates on any of their reported issues.

Email & Telephone Support

Litera will provide Customer with email and phone support during normal business hours (Monday – Friday). The support hours and contact information by product are available at:

- Web: https://support.litera.com/s/contactusnfeedback
- Email: Support@litera.com
- Phone: 1.630.598.1100

Support Services

Included are as follows.

- Standard Helpdesk Support: Email, Customer Center, or phone support for how-to questions encountered during standard product usage within business hours.
- Technical Troubleshooting: Guidance on resolving technical issues such as problem diagnosis and the provision of workarounds where feasible.
- Technical Queries: Responses to product functionality and configuration questions based on existing knowledge and documentation.
- Self-Help Resources: Access to an online knowledge base, FAQs, and user manuals for self-guided problem resolution and learning.
- Critical Telephone Support for Unavailability Litera will use commercially reasonable efforts to provide Customer live telephone support 24 hours per day, 7 days a week for Unavailability.

Priority Levels

Litera will respond to support issues within the response times specified below:

Table 1: Priority Levels

Priority	Description	Response Time
1	A critical issue causing a complete outage or severe disruption to business operations.	1 hour or less
2	A significant issue causing a partial outage or considerable impact on business operations, but business can continue with reduced efficiency.	2 hours or less
3	A moderate issue causing a minor disruption to business operations, but normal business activities can still proceed.	4 hours or less
4	A low-impact issue that has minimal or no effect on business operations, such as a non-urgent request or minor bug.	24 hours or less

Note: Litera reserves the right to determine the priority level of all incoming support tickets to ensure the most efficient and effective resolution in alignment with our service level agreements. Our assessment of the issue's impact and urgency will guide the prioritization process, ensuring that critical needs are addressed promptly.

March 2025