



1. SCOPE

- 1.1. These Product Notes apply whenever Customer licenses Contract Express Software. Capitalized terms used in these Product Notes if not defined in clause 8 are defined in the Master Terms or the Software & Professional Services Schedule.
- 1.2. In some cases additional or modified rights to those provided in these Product Notes will be included in an Order Form and/or SOW, as the case may be.

2. MAINTENANCE SERVICES

- 2.1. In return for payment of the Fees, TR shall provide the Maintenance Services for the term with reasonable skill and care. All contact in relation to Maintenance Services shall be with the technical contacts whose details are set out below, or such other person notified to the other party in writing from time to time.
- 2.2 Subject to clause 3, Maintenance Services shall comprise:
 - (a) information and advice (except 'how to' information and advice) by online web meeting, telephone, post or email during Business Hours on any Business Day. Any such issues are to be notified to TR via its automated support system at support@business-integrity.com;
 - (b) the diagnosis and correction of faults within the Software and the issue of Updates in respect of such faults if such Updates are deemed necessary in the absolute discretion of TR; and
 - (c) supply of Updates and Upgrades to the Software.
- 2.3. Maintenance Services shall not include:
 - (a) advice on use of the Software; or
 - (b) diagnosis and rectification of any fault in the Software in the context of:
 - (i) the improper use, operation or neglect of either the Software or the computer or network equipment upon which the Software is used;
 - (ii) the modification of or merger of the Software with any other software or systems;
 - (iii) use of the Software on a system with a specification less than the recommended specification as set out in the Documentation;
 - (iv) failure by the Customer to implement recommendations, solutions or Updates supplied by TR in respect of faults previously advised to the Customer by TR;
 - (v) any repair, modification or alteration of the Software by any person other than by TR or its authorised agent or subcontractor;
 - (vi) any breach by the Customer of any obligations under any maintenance agreement in respect of any computer or network equipment upon which the Software is used;
 - (vii) the failure by Customer to install and use any Updates within 30 days of receipt of the same; or
 - (viii) use of the Software outside the terms of the Agreement.
- 2.4 In circumstances where TR has allowed Customer to grant access to the Software to Client Users, the following provisions shall also apply:
 - (a) Maintenance Services shall not include diagnosis and rectification of any fault in a Client's Output Document. Customer shall be responsible for the diagnosis and rectification of such faults; and
 - (b) Customer shall provide its own Clients with support in the diagnosis and rectification of faults in the Software in the first instance. In the event the Client is unsuccessful, TR shall provide the Client Maintenance Services to diagnose and correct such faults pursuant to clause 2.2 (b) of the Product Notes.
- 2.5 TR shall be entitled to levy reasonable additional Charges if TR provides Professional Services beyond the scope of the Maintenance Services described in these Product Notes, or the Software & Professional Services Schedule, by agreement with the Customer.

3. SERVICE LEVELS FOR THE SOFTWARE

- 3.1. If Customer discovers that the Software fails to fulfil the facilities and functions set out in the Documentation ("a Product Maintenance Problem") then Customer shall notify TR's technical support by email or by telephone during Business Hours and will co-operate fully with TR's personnel in the identification and diagnosis of any error or defect in the Software.
- 3.2. TR shall within the response time set forth below after notification of a Product Maintenance Problem respond to Customer with such technical advice by telephone, email, and VPN as shall be reasonably required to identify the source and priority level of the Product Maintenance Problem.
- 3.3. The priority level of each reported Product Maintenance Problem shall be classified in accordance with the following definitions:

Priority 1 Major System Impact (System Down). A Product Maintenance Problem that cannot be reasonably circumvented and which is an emergency condition that significantly restricts use of the Software by Customer to perform necessary business functions.

Priority 2 Moderate System Impact (System Crashing/Hanging). A defect in the Software that restricts the use of one or more portions or features of the Software by Customer to perform necessary business functions, but does not completely restrict use of the Software.

Priority 3 Minor System Impact (Performance/Operational Impact). A defect in the Software restricts the use of one or more portions or features of the Software by Customer to perform a necessary business function, but the defect can be reasonably circumvented or a defect in the Software does not substantially restrict the use of one or more portions or features of the Software by Customer to perform necessary business functions.

Priority 4 No System Impact (Request For Enhancement). This classification does not correspond to a defect. The Customer may suggest the incorporation of new functionality (an "Enhancement") and TR agrees to consider such suggestion. TR may, in its sole discretion, incorporate such Enhancement into a future release of the Software.

- 3.4. Within the response times specified by reference to priority of the Product Maintenance Problem set out below, TR will provide an action plan and use reasonable endeavours to Resolve each Product Maintenance Problem. For these purposes "Resolve" means that the Product Maintenance Problem shall have been reduced to a Priority 4 or eliminated. In the event that TR is unable to resolve a Product Maintenance Problem in accordance with the response times, TR will, without prejudice to its other obligations, dedicate technical resources to the resolution of the Product Maintenance Problem.
- 3.5. Upon the Customer's request and provided Customer agrees in advance to pay expenses if applicable, TR shall provide on-site resources as soon as reasonably possible at any of Customer's Locations where the Product Maintenance Problem is a Priority 1 level Product Maintenance Problem and cannot be resolved remotely by TR.
- 3.6. In the event that TR partially resolves a Priority 1, 2 or 3 level Product Maintenance Problem such that the Product Maintenance Problem is



no longer classified within its initial priority level, the Product Maintenance Problem shall be reclassified by TR within its correct

priority level without change to the notification date of the Product Maintenance Problem.

3.7. The following response times shall apply in respect of the following responses, where:

"BH" or "Business Hour" means one hour during 9:00 am to 6:00 pm London time during every Business Day,

"Business Hours" means 9:00 am to 6:00 pm London time during every Business Day, and

"BD" or "Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday excluding any English public or statutory holidays.

Table with 3 columns: Priority, TR's Action Plan, TR's Resolution. Rows include priority levels 1-4 with corresponding response times like 4 BH, 8 BH, 2 BD, 1 week.

4. FURTHER SERVICE LEVELS FOR THE SYSTEM

PART A – AVAILABILITY OF THE SYSTEM

"System" means the web-based document assembly software system (which shall include the Software) and any backup or copy of the System which is to be maintained and operated by TR or any Hosting Party in any location.

"Available" means that the System and the content within the System is accessible to the Users for viewing, browsing, editing, updating, document creation and downloading, and that all other functionalities and tasks that can be carried out as more particularly described in the Specifications from time to time can be carried out by the Users.

This Part A describes the various Further Service Levels that TR shall meet, or shall use reasonable endeavours to procure shall be met, in relation to the System.

Availability of the System

- a. Without prejudice to clause (b) below, TR shall use its reasonable endeavours to ensure that the System is Available for no less than 99.9% of the time in any calendar month...
b. TR shall ensure that the System is available for no less than 90% of Business Hours...
c. Unavailability of the System due to the downtime in Users' or Customer's network or computer system shall not be taken into account...
d. TR shall use reliable monitoring tools to continuously measure Availability in accordance with the above.

PART B – SERVICE CREDITS

- 1. If the Further Service Levels set out in Part A are not met in a calendar month, TR shall pay Customer once every calendar quarter in arrears, a service credit of £250 for each and every Business Day within that month that Availability is less than 90% as set out in clause 4, Part A paragraph (b) above...

PART C – CUSTOMER'S OBLIGATIONS

The Customer agrees to:

- 1. Co-operate fully with TR's personnel in the diagnosis of any error or defect in the System; and
2. Make available to TR all information, facilities and services reasonably required by TR and available to Customer to enable TR to perform the Maintenance Services and to monitor the Service Levels and Further Service Levels...

5. TYPES OF USE AND USERS OF THE SOFTWARE

5.1 Use of the Software comprises the right to author Questionnaires and/or to create from a Questionnaire an automated Output Document. Such use may be Legal Use, Business Use or Client Use as defined below and as more particularly specified on the Order Form.

5.2 Customer is responsible for the administration of User access including allocation and removal of User access. Customer shall not allocate Legal Users, Business Users and/or Client Users in excess of the scope of access as specified on the applicable Order Form.

6. CLIENT USE

6.1 Subject to the applicable Fees, Customer may entitle its Clients to the following types of Client Use:

Client User subscription which entitles Customer to permit access to an unlimited number of its Templates by a restricted number of named Client Users of the named Client for Client Use; and/or

Client Access Template subscription which entitles Customer to permit access to one (or more) of its Templates for Client Use by an unlimited number of Clients and, within each Client, an unlimited number of that Client's Users subject to the following restrictions:

- (a) the Questionnaire associated with the Client Access Template must generate Output Documents of the same transactional type within the same legal practice area and
(b) the Client Access Template subscription cannot be used for financial services Templates and cannot generate financial services Output Documents.

6.2 Customer accepts and will ensure that Clients and Client Users comply with TR's terms and conditions posted to the Client Use Space and any other terms applying to Clients and Client Use as notified to Customer by TR. Customer shall be responsible for all the actions and omissions of its Clients and Client Users in respect of Client Use.

6.3 Client Use shall immediately terminate if the Client ceases to be a Client or if Client User ceases to be an employee of Client.

6.4 Customer shall not grant any administration rights to any Client User.



6.5 Client User Space

(a) Customer shall be entitled to customise any Client User Space using the functionality within the Software but not otherwise. Where Customer uploads a logo or other branding ("Logo") of Customer and/or Client to a Client User Space, Customer hereby grants to TR for the term of the Agreement, an non-exclusive licence to publish the Logo on the applicable Client User Space. In the case of a Client Logo, Customer warrants that it is entitled to grant such a licence.

(b) Customer shall not amend, modify or replace TR's terms and conditions posted to the Client Use Space unless expressly permitted by TR, in writing.

6.6 Without prejudice to clause 3.6 of the Master Terms, TR shall be entitled to ask for and Customer shall be obliged to provide Access Declaration(s) or other such other documentation to demonstrate Customer's compliance with the obligations and restrictions set out in clauses 5 and 6 of these Product Notes.

7. INTELLECTUAL PROPERTY RIGHTS

Subject to full payment of the Fees for the Professional Services, any Output Document generated by TR or on behalf of TR as part of any SOW shall, as between TR and the Customer, become the property of the Customer as absolute beneficial owner immediately upon its creation.

8. DEFINITIONS

Business Use – use of the Software by a Business User solely for the purposes of generating an Output Document in .pdf format and excluding the right to author Questionnaires.

Business User – a named employee or individual contractor acting under Customer's direction in the ordinary course of Customer's business who is authorised to use the Software for Business Use.

Customer Data – Templates, data entered into Questionnaires and Output Documents.

Client – a client or prospective client of the Customer.

Client Use – use of Customer's Questionnaires to generate Output Documents and to edit, comment on and review Output Documents and excluding the right to author Questionnaires.

Client User – a named employee or individual contractor acting under Client's direction in the ordinary course of Client's business who is authorised to use the Software for Client Use.

Client Use Space – that part of the Software made available for Client User access.

Legal Use – use of the Software by a Legal User for the purposes of authoring Templates by the creation of Questionnaires and generating Output Documents from such Questionnaires and to edit, comment on and review Output Documents in both .pdf and Word formats.

Legal User – a named employee or partner of Customer; or individual contractor acting under Customer's direction in the ordinary course of Customer's business, who is authorised to use the Software for Legal Use.

Output Document – any document which is generated by the Software as a result of a Legal User, Business User or Client User completing a Questionnaire.

Questionnaire – a series of questions within the Software which, once answered, will generate an Output Document.

Template – a precedent document for use with the Software which, when used with the related Questionnaire, will generate an Output Document.