

Terms & Conditions

(Applicable to Subscription Based Services and Pay as you Go)

These Terms and Conditions (the “Terms”) are made by and between Complete Discovery Source, Inc., a New York corporation with offices located at 250 Park Avenue, Floor 18, New York, NY 10177 (“CDS”) and any party accessing the available subscription-based and pay as you go services offered hereunder (“Client”). CDS and Client are referred to individually as a “Party” and collectively referred to as the “Parties.”

The services offered under these Terms are available pursuant to the G Cloud 15 Tender Framework (RM1557.15). ***These Terms are not subject to change unless software licensor, Relativity ODA LLC imposes any changes on terms and conditions associated with CDS’ access to RelativityOne (as defined in Section 5.2).***

(Note: References to any “Statement of Work” or “SOW” set forth herein can be replaced with G Cloud 15 Tender Framework Order Form.)

In consideration of the mutual covenants and promises set forth below, and intending to be legally bound, the parties hereby agree to the following:

1. Services.

1.1 Nature of Services. Subject to the terms and conditions of these Terms, CDS hereby grants to Client access to RelativityOne (as defined in Section 5.2), which includes the data storage capacity (both active and near-line), software as a service (including user-licensed access to RelativityOne), data maintenance, platform training and support components priced and described in Schedule B to these Terms in connection with Client’s data either on a subscription basis (“Subscription Services”) or a month to month basis (“Additional Services,” collectively with Subscription Services, the “CDS Managed Services”), as well as various software modules, add-on applications, forensic services, project management services, consulting services and other litigation support services (“Supporting Services”), as requested and priced in Schedule B, and more fully described in one or more Statements of Work (substantially in the form attached hereto as Schedule A), as may be agreed upon and modified from time to time by mutual consent of the Parties, each of which shall incorporate all of the terms and conditions of these Terms as though fully set forth therein (hereinafter, “SOW”). For clarification, the Managed Services include permission for Client to import, process, review, use, copy, and store Client’s data.

1.2 Proprietary Rights. CDS, ITS LICENSORS AND ITS THIRD PARTY VENDORS, AS APPLICABLE, OWN AND SHALL CONTINUE TO OWN THE ENTIRE TITLE AND INTEREST IN AND TO ALL

INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS RELATED TO THE SOFTWARE AND HARDWARE INFRASTRUCTURE FORMING PART OF THE CDS MANAGED SERVICES AND SUPPORTING SERVICES, INCLUDING ALL SOURCE CODE, OBJECT CODE, AND BYTE CODE, AND ALL COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, DESIGNS, METHODS, MODIFICATIONS, ENHANCEMENTS, UPDATES, AND DERIVATIVE WORKS, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to any of the software and hardware infrastructure forming part of the CDS Managed Services and Supporting Services. Nothing in these Terms, or the negotiation or performance thereof, shall be construed as transferring to Client or any other party any intellectual property or other proprietary rights of CDS, its licensors or its third party vendors. These Terms are not intended to, and does not convey any license, by implication, estoppel or otherwise, under any patent, copyright or other intellectual property not expressly granted hereunder.

- 1.3 Other Restrictions. Client shall utilize the CDS Managed Services and Supporting Services solely in accordance with these Terms. Client shall not, directly or indirectly (through any other party), engage or permit any other person or party to copy, reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, or create Derivative Works from, any of the software forming part of the CDS Managed Services or Supporting Services. "Derivative Works" means every translation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form, in which an existing work may be recast, transformed or adapted. "Derivative Works" includes derivative technology and any materials derived from existing trade secret material, including materials protected by copyright, patent and/or trade secret, and all documentation and software of CDS, its Licensors and its vendors, as applicable. If at any time, Client or anyone else makes any modification to any of the CDS Managed Services or Supporting Services, whether authorized or unauthorized, such modification shall be considered Derivative Works and owned by CDS, its Licensors or its third party vendors, as applicable. All CDS Managed Services, Supporting Services and documentation relating to each are provided with restricted rights as contained in these Terms.
- 1.4 Changes in Services and Associated Fees. Changes in CDS Managed Services and Supporting Services, and associated fee changes under these Terms become effective only upon written agreement signed by both Parties (a "Change of Work") in the form attached hereto as Schedule C. The terms of each duly executed Change of Work shall form part of these Terms.
- 1.5 Service Level Agreement. CDS will make RelativityOne available to Client and its authorized Users in accordance with the Service Level Agreement attached hereto as Schedule D. In the event that CDS fails to meet the service levels set forth in Schedule D, Client will be entitled, in addition to any other remedies which may be available to it at law or in equity, to the Service Level Credits as further described in Schedule D, attached hereto and made a part hereof.

1.6 CDS Managed Services Specifications. The functional and technical criteria, operating parameters, specifications, and other requirements for the performance of the CDS Managed Services (collectively, the “Specifications”) are set forth in Schedule E to these Terms.

1.7 RelativityOne Users. “User(s)” shall be defined as those Client end users assigned an active RelativityOne login name as of the first day of each month during the Term. Client is responsible for activating and deactivating Users under these Terms. The number of Users included in the monthly CDS Managed Services fees and the fees for additional Users are set forth in Schedule B to these Terms.

2. Term. These Terms shall begin on the Effective Date and shall expire three (3) years thereafter, unless terminated earlier in accordance with Section 3 (the “Term”).

3. Termination/Non-Solicitation.

3.1 Termination. With the exception of Subscription Services, which require one hundred twenty (120) days advance notice, These Terms and any SOW executed hereunder may be terminated by Client for convenience upon thirty (30) days’ advance written notice to CDS. These Terms and/or any SOW may be terminated by either Party immediately upon written notice to the other Party (a) if the other Party commits a material breach of these Terms and/or a SOW; provided, however, except as to breaches of confidentiality, proprietary rights or breaches not capable of being cured, the Party in default shall have thirty (30) days to cure such default following written notice of default from the non-breaching Party; or (b) if the other Party makes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy, insolvency, reorganization, or similar petition or proceeding. Notwithstanding the expiration or termination of these Terms, the terms and conditions of these Terms shall continue in full force and effect with respect to each SOW that has not been completed or terminated in conformity with Section 3, until such time as all of the Supporting Services to be performed under such SOW(s) and all of the Parties’ obligations related thereto have been satisfied.

3.2 Termination Payment Obligation. In the event a Party terminates these Terms with respect to CDS Managed Services or Supporting Services pursuant to Section 3, Client shall be obligated to pay CDS all fees owed for CDS Managed Services and Supporting Services provided by CDS as of the effective date of termination, in accordance with Section 4. If Client has prepaid for CDS Managed Services or Supporting Services, Client shall be entitled to a prorated refund of the fees paid. Client shall also be responsible for the Schedule B professional services hourly fee and the accompanying media fee for any removal, export, transfer, or any other action related to the return of any and all Client data in the custody or possession of CDS to Client (“Migration Fees”). CDS shall promptly, but in any event, within forty-eight (48) hours, return to Client all Confidential Information, tools, instruments, documents, and things of Client delivered to or used by CDS in connection with the CDS Managed Services and Supporting Services hereunder. Notwithstanding the preceding

sentence, Client Confidential Information in the form of data stored in RelativityOne is subject to an export rate of one hundred (100) gigabytes per day ("Export Rate") and, at Client's discretion, shall be returned to Client either: a) on a rolling basis; or b) as a complete data set. The Parties shall reasonably cooperate with each other in winding-down their relationship.

- 3.3 **Non-Solicitation.** Both Parties acknowledge and agree that during the Term and for one (1) year after the lawful termination or expiration of these Terms, neither Party will, directly or indirectly, recruit, solicit for employment or employ any employees, officers or independent contractors of the other Party. The general advertisement of employment opportunities by a Party in any public forum (including magazines, trade journals, publicly accessible internet sites, classified advertisements, or job fairs open to the public), and the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this Section.

4. Payment

- 4.1 **Invoicing and Fees.** Client shall pay to CDS the fees set forth in the Pricing Schedule to these Terms (Schedule B) for the CDS Managed Services on a monthly basis in advance. The fees for Supporting Services shall be assessed monthly, in arrears, in accordance with the rates contained in Schedule B. Each invoice shall contain a description of all fees and expenses. Client shall pay each undisputed invoice for Supporting Services, or portion thereof, within forty-five (45) days from the date of invoice receipt ("Due Date"). Client shall notify CDS in writing of any disputed amount within thirty (30) days of the date of invoice receipt. The Parties shall utilize diligent efforts to amicably resolve any billing dispute within thirty (30) days of the date CDS has actual notice of said disputed amount. Client shall reimburse CDS for all costs incurred by CDS, including reasonable attorneys' fees, in collection of delinquent amounts not in dispute which remain unpaid thirty (30) days after the Due Date.
- 4.2 **Taxes.** Unless specifically provided for in Schedule B, CDS's fees do not include any sales, use, excise, value-added, consumption and/or other taxes and duties applicable to CDS's performance of CDS Managed Services and Supporting Services, and Client acknowledges responsibility for the payment of all such taxes and duties.

5. Confidential Information/Data processing/Security/Maintenance.

5.1 Confidential Information.

- a. **Definition of Confidential Information.** Each Party acknowledges that, whether by virtue of and in the course of these Terms or otherwise, it will receive or otherwise become aware of information relating to the other Party, which information is non-public, proprietary or confidential to the other ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the clients, personnel, business practices, products, product development, research and business operations (e.g., business strategy, technology initiatives or marketing plans, source code, financial information, pricing and pricing

methods) of a Party, whether or not such information is identified as confidential at the time of disclosure.

b. Materials Not Considered Confidential Information. The terms and obligations imposed by this Section 5 shall survive the variation, renewal or termination of these Terms, but shall not apply to any information which: (i) at the time of receipt by a Party is in the public domain; (ii) subsequently comes into the public domain through no fault of the receiving Party or its officers, employees or agents; (iii) is lawfully received by the Party concerned from a third party on an unrestricted basis; (iv) is already known to the Party concerned before receipt hereunder; or (v) is required by law, regulation or order of a competent authority to be disclosed by the Party concerned, provided that the disclosing Party gives the other 15 days' notice (or if that is not possible, reasonable notice) before disclosure to the extent permitted by applicable law, regulation, or order.

c. Non-Disclosure of Confidential Information. Each Party receiving Confidential Information in connection with these Terms and its respective employees, agents and other representatives (individually and collectively, "Receiving Party") shall treat, protect and safeguard all Confidential Information received from or on behalf of the other Party ("Disclosing Party") with the same degree of care it uses to protect its own information of like importance, but in no event less than a reasonable degree of care. Each Receiving Party shall:

- (i) use the Confidential Information solely for the purposes contemplated under these Terms ("Permitted Purpose");
- (ii) disclose the Confidential Information only to those of its employees, agents and other representatives to whom such disclosure is necessary for the Permitted Purpose;
- (iii) not disclose Confidential Information to any other third party unless the Disclosing Party has first provided written consent;
- (iv) ensure that its employees, agents and other representatives (and any other third party to whom Confidential Information is disclosed in accordance with (iii)) are aware of the confidentiality obligations set out in these Terms before being given access to the Confidential Information and observe the terms of the Terms;
- (v) remain responsible for any breach of confidentiality obligations by its employees, agents, representatives and other third parties.

d. Agreement Confidentiality. The Parties hereby agree that the pricing terms contained in Schedule B to these Terms are CDS' Confidential Information.

d. Client's Authority to Disclose. Client represents and warrants to CDS that it has the authority to disclose all Confidential Information made available to CDS hereunder and is not bound by any law, regulation, obligation, or verbal or written agreement with any person or entity that would prohibit or restrict Client from making Confidential Information available to CDS hereunder.

5.2 Data Security. Client acknowledges and agrees that all Client data provided to CDS under these Terms will be stored in Relativity ODA LLC's "software as a service" or SaaS platform ("RelativityOne") comprised of Relativity ODA LLC's Relativity software products modified to run in a third party's cloud-based environment ("Cloud Vendor"). Relativity's current Cloud Vendor is Microsoft Azure. Accordingly, RelativityOne currently operates within Microsoft Azure's security framework, which includes the following:

- **Certifications: ISO 27001, SSAE-16 SOC 2, HIPAA, FedRAMP.** As part of the process for obtaining and maintaining these certifications, the Cloud Vendor has implemented numerous procedures, including but not limited to: (a) personnel background checks and security awareness training; (b) physical and logical access control safeguards; (c) incident response plans; and (d) disaster recovery / business continuity plans.
- **Authentication.** There are multiple authentication options for RelativityOne. RelativityOne currently supports external identity providers via OpenID Connect and SAML2 protocols, as well as supports two-factor authentication via SendCode. Authentication is currently based on OAuth, and settings for single sign-on are configurable.
- **Data Encryption.** Client data within RelativityOne is encrypted via both at-rest and in-transit encryption methods. Encryption at rest is currently achieved via enabling AES-256 bit encryption or better on all RelativityOne Microsoft Azure storage accounts and encrypted database backup files. Encryption in transit is carried out using Secure Sockets Layer (SSL) certificates with no SSL offloading—both publicly and internally between system components.

During the Term, CDS shall at all times maintain a formal security program with Relativity ODA LLC in accordance with industry practice that is designed to ensure: (i) the security and integrity of Client data; (ii) protect against threats and hazards to the security and integrity of Client data; and (iii) prevent unauthorized access to, or dissemination of, Client data. CDS will notify Client within twenty-four (24) hours of learning of any potential security-related incident (including a data breach) involving Client's data hosted in RelativityOne and will take all steps deemed reasonably necessary or desirable to resolve and limit the scope of such breach.

5.3 RelativityOne Maintenance. RelativityOne will be available to Client at all times other than when Relativity ODA LLC conducts service maintenance, as provided for herein, or there exist emergency circumstances beyond Relativity ODA LLC's control. Currently, Relativity ODA LLC's planned RelativityOne service maintenance is scheduled for two (2) hours weekly and twelve (12) hours monthly as follows:

Weekly maintenance:

Start: 10:00 pm (Central USA) on Saturday

Finish: 12:00 am (Central USA) on Sunday

Monthly maintenance:

Start: 10:00 pm (Central USA) on Saturday

Finish: 10:00 am (Central USA) on Sunday

All times and schedules are subject to change at Relativity ODA LLC's sole discretion, but the planned service maintenance will not go beyond two (2) hours weekly and twelve (12) hours monthly. CDS endeavors to provide reasonable notice of changes, except in emergency circumstances beyond CDS' control.

5.4 CDS' Personnel – Background Checks and Training

a. Subject to any local restrictions, CDS shall ensure that its personnel are subject to background screening processes including; (a) employment background check; (b) credit check; (c) professional qualification verification; (d) education check; (e) identity check; and (f) criminal records check.

b. CDS represents that it has an information security training program in place for its personnel to demonstrate awareness of applicable security requirements and procedures (including procedures for escalating breaches of data security).

5.5 Client User IDs. CDS may issue Users identification and authentication credentials containing unique identifiers to access RelativityOne ("Client User ID(s)"). Client acknowledges that Client User IDs and any passwords associated therewith are unique to each User. Client shall ensure that its employees and permitted agents, consultants and contractors do not share their respective allocated Client User IDs or passwords with any other individual. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THESE TERMS, CLIENT, AND NOT CDS, SHALL BE LIABLE FOR BREACHES OF INFORMATION SECURITY TO THE EXTENT CAUSED BY THE FAILURE OF ANY USER(S) TO PROTECT THE CONFIDENTIALITY OF CLIENT USER IDs, OR THE NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF ANY USER(S).

6. Warranties/Limitation of Liability/Problem Data/Indemnification.

6.1 Performance Warranties. CDS represents and warrants to Client the following: (a) its personnel have the proper skill, training and background necessary to accomplish their assigned tasks in connection with these Terms; and (b) the CDS Managed Services and Supporting Services shall be performed in a competent, professional and workmanlike manner, in compliance with all applicable, commercially reasonable industry standards.

6.2 Breach of Performance Warranties. CDS' obligation with respect to a breach of the warranties contained in Sections 6.1(a) and 6.1(b) is limited to promptly repairing the defective services, software and infrastructure, as applicable, underlying the CDS Managed Services and

Supporting Services at no additional cost to Client. SAVE FOR SECTION 7 (INDEMNITY), THE EXPRESS PROVISIONS OF THIS SECTION 6.2 ARE IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER INDEMNITY AND CONTRIBUTION OBLIGATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO SUCH BREACH OF WARRANTY CLAIMS, AND ALL SUCH INDEMNITY AND CONTRIBUTION OBLIGATIONS ARE EXCLUDED FROM THESE TERMS AND WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.

6.3 Other Warranties. Each Party represents and warrants that (a) it has the legal power to enter into and perform under these Terms, (b) it shall collect, maintain, and manage all personal data under these Terms in compliance with applicable data protection laws, and (c) it shall comply with all other applicable laws in its performance hereunder.

6.4. Limitations on Warranties / Damages Exclusions.

a. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESS OR IMPLIED, AND CDS SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR TRADE USAGE. CDS DOES NOT WARRANT THAT THE CDS MANAGED SERVICES AND SUPPORTING SERVICES PROVIDED HEREUNDER ARE ERROR-FREE.

b. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6.5 Limitation of Liability. **Each Party's total cumulative liability under these Terms, irrespective of the theory of liability, shall not exceed the total amount of fees actually received by CDS from Client for CDS Managed Services and Supporting Services in the twelve (12) months prior to the first event giving rise to the liability; the foregoing liability limitation does not apply to liability resulting from a Party's gross negligence or willful misconduct.**

6.6 Third Party Data & Work Product. Client acknowledges that CDS may receive certain data, documents and other electronic information pursuant to these Terms that, through no fault of CDS, are corrupt, contain errors, were previously manipulated by a third party or are of a level of integrity not contemplated by the Parties ("Problem Data"). Problem Data includes, but is not limited to, processed data or data delivered to CDS for migration purposes. Client acknowledges that (i) CDS may be unable to perform agreed CDS Managed Services and/or Supporting Services on such Problem Data; (ii) there may be delays in completing CDS Managed Services and/or Supporting Services on Problem Data; and (iii) there may be

increased costs to perform CDS Managed Services and/or Supporting Services on Problem Data. CDS shall promptly notify Client of the existence of any Problem Data.

7. Indemnity.

7.1 Indemnification by CDS. CDS shall indemnify, defend and hold harmless Client, and Client's employees, clients, agents, successors and assigns ("Client Indemnitees") from and against any and all losses, expenses, damages, costs, and liabilities, including reasonable attorneys' fees and expenses (individually and collectively referred to as "Damages"), incurred by Client Indemnitees to investigate or defend any third-party claims, demands, suits, or proceedings ("Claim(s)"), which arise out of or relate to: (i) CDS' breach of Section 5.1 (Confidential Information), and (ii); a breach of any warranty of CDS in Section 6.3 (Other Warranties). Client shall give prompt, written notice of any Claims to CDS. CDS may not enter into the settlement of a Claim in a manner adversely affecting the rights of Client Indemnitees or that does not consist solely for monetary damages for which the Client Indemnitees are fully indemnified, without Client's written consent. Client may participate in the defense or negotiation of Claims to protect its interests, at its expense, using counsel of its choice, and CDS will provide reasonable assistance to Client. This indemnity obligation shall survive any expiration or termination of these Terms in accordance with Section 3 for a period of one (1) year from the date of such expiration or termination.

7.2 Indemnification by Client. Client shall indemnify, defend and hold harmless CDS, and CDS' shareholders, employees, successors, and assigns ("CDS Indemnitees") from and against any and all Damages incurred by CDS in connection with Claims which arise out of or relate to Client's breach of Sections 1.3 (Other Restrictions), 5.1 (Confidential Information), and 6.3 (Other Warranties). CDS shall give prompt, written notice of any Claims to Client. Client may not enter into a settlement of any Claim in a manner adversely affecting the rights of CDS Indemnitees or that does not consist solely of monetary damages for which the CDS Indemnitees are fully indemnified, without CDS' written consent. CDS may participate in such defense or negotiations to protect its interests, at its expense using counsel of its choice, and Client will provide reasonable assistance to CDS. This indemnity obligation shall survive any expiration or termination of these Terms in accordance with Section 3 for a period of one (1) year from the date of such expiration or termination.

8. Data Ownership, Return and Destruction. As between the Parties, CDS acknowledges and agrees that Client is and shall at all times continue to be the owner of all Client data stored within RelativityOne. Subject to the Migration Fees, Export Rate and accompanying provisions set forth in Section 3.2, CDS shall assist Client, as requested in writing, in the export of any Client data housed within RelativityOne. Additionally, CDS shall, at Client's written request, delete from RelativityOne Client's data (including all metadata, documents, coding, comments, archives, redundancies and backups) and will confirm the deletion in writing to Client.

9. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and any partial exercise of any right, power, or privilege, shall not constitute any type of waiver nor shall it preclude further exercise of any right, power, or privilege thereafter. The enumeration herein of specific remedies shall not be exclusive of any other remedies.

10. Severability. The provisions of these Terms shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of these Terms is unenforceable for any reason whatsoever, such provision shall be reformed or eliminated to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect.

11. Relationship of Parties. Nothing contained in these Terms, or any activity undertaken by a Party in connection herewith, shall create a general or limited partnership, association, joint venture or agency, or employer/employee relationship between Client and CDS.

12. Third Party Beneficiaries. These Terms are not intended to confer, and shall not confer, any benefits or rights upon any other persons or entities not expressly made parties hereto.

13. Successors and Assigns. Neither Party may assign these Terms, in whole or in part, without the prior written consent of the other Party, and any purported assignment in violation of this provision shall be null and void. Subject to the foregoing limitation, these Terms shall be binding upon and operate to the benefit of the Parties hereto, their successors and assigns.

14. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) if such delay, default or non-performance is caused by conditions beyond said Party's reasonable control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terror, strikes or other labor problems (excluding those involving said Party's employees), denial of service, attacks and/or any other cause beyond the reasonable control of the Party whose performance is affected.

15. Governing Law. These Terms shall be governed by the laws of England and Wales, excluding its conflicts of law principles, and all claims relating to or arising out of these Terms, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of England and Wales, excluding its conflicts of law principles. The Parties consent to the exclusive venue and jurisdiction of any claims related to these Terms in the courts of England and Wales. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS.

16. Notices. Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing, upon receipt by the recipient by



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registered mail, express mail, or hand delivery to the following addresses as evidenced by written records of the carrier:

Client:

CDS:

Complete Discovery Source, Inc.
Attn: General Counsel
250 Park Avenue, Floor 18
New York, NY 10177
Tel: (212) 813-7000
dmedina@cdslegal.com

17. Entire Agreement. These Terms, including Schedules A, B, C, D, E, F and G supersedes all prior discussions and writings, and constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof.

18. Counterparts. These Terms may be executed in counterparts, both of which together shall constitute a single instrument binding upon Client and CDS. The Parties may sign and deliver these Terms as PDFs via email or via a service such as DocuSign.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute and deliver these Terms as of the Effective Date.

COMPLETE DISCOVERY SOURCE, INC.

[CLIENT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CDS CONFIDENTIAL

Schedule A

SAMPLE STATEMENT OF WORK

A. Introduction:

This Statement of Work ("SOW") is entered into between Complete Discovery Source, Inc. ("CDS") and _____ ("Client") for the provision of Supporting Services, as defined in and governed by those certain Terms and Conditions between the parties dated as of « **Date** ». The provisions of the Agreement are hereby incorporated by reference into this SOW as if fully set forth herein. This SOW shall be effective as of « **Effective_Date** » ("Effective Date").

B. Project Summary:

Supporting Services Description:

Project Assumptions:

C. Service Levels for Supporting Services:

Client inquiry response time for all project management services and consulting services forming part of the Supporting Services shall not exceed thirty (30) minutes during Normal Business Hours (as defined in Schedule D).

IN WITNESS WHEREOF, the parties have signed this SOW as of the Effective Date.

COMPLETE DISCOVERY SOURCE, INC.

[CLIENT]

By: **SAMPLE**
Name: _____
Title: _____
Date: _____

By: **SAMPLE**
Name: _____
Title: _____
Date: _____



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Schedule B

Pricing Schedule

(See Applicable Pricing Documentation)

Schedule C

Change of Work

Pursuant to Terms and Conditions between
 CDS and Dated _____

Revision No.	Description of change (including price)	Client Approval Signature	CDS Approval Signature	Date
1	«ChangeWork1_Description»			«ChangeWork1_Date»
2	«ChangeWork2_Description»			«ChangeWork2_Date»
3	«ChangeWork3_Description»			«ChangeWork3_Date»
4	«ChangeWork4_Description»			«ChangeWork4_Date»
5	«ChangeWork5_Description»			«ChangeWork5_Date»

6	«ChangeWork6_Description»			«ChangeWork6_Date»
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Schedule D

Service Level Agreement

AVAILABILITY

1. RelativityOne will be available at least ninety-nine point seven-five percent (99.75%) of the total time in each calendar month ("Availability"). Availability is calculated by dividing the measured time RelativityOne is available to be used or accessed by Client and its authorized Users by the total time in the applicable calendar month, and then expressing the result as a percentage.

2. Availability calculations exclude Maintenance as set forth in Section 5.3 of the Terms.

3. Any time Availability falls below 99.75% in a given month, it shall be deemed a "Service Outage."

4. Subject to Section 5.3 of the , CDS' failure to satisfy its Availability obligation to Client in any given calendar month during the Term shall be deemed a service level default ("Service Level Default") and, as a result, Client may seek the non-exclusive remedy set forth below.

5. CDS will provide Availability reports to Client upon Client's written request.

REMEDY

1. In the event of a Service Level Default, Client's exclusive remedy for such failure (in addition Client's termination rights set forth in Section 3.1 of the Terms) is to request that CDS issue a service credit ("Credit") to Client equal to the dollar value of the number of minutes of the Service Outage (determined at the per- minute rate CDS charges Client for RelativityOne storage).

2. Client must notify CDS in writing of any Credit sought no later than fifteen (15) calendar days after receiving CDS' report on Availability in relation to the month in which the corresponding Service Outage occurred to be entitled to the Credit. Any Credit to which Client is entitled hereunder will be applied to the next invoice generated within thirty (30) business days after Client requests the Credit. The total amount of Credit for any month will be capped at the RelativityOne storage fee for the month and has no cash value.

SUPPORT

1. CDS will provide Client telephone and online access to CDS' support staff Monday through Friday during the hours of 8 a.m. and 11 p.m. local time, and Saturday through Sunday during the hours of 8 a.m. and 6 p.m. local time (collectively referred to as "Normal Business Hours"). Support covered by these Terms includes:

- a. Assisting Client in diagnosing and resolving Errors, Malfunctions, and Defects in RelativityOne. For the purposes of these Terms, "Errors, Malfunctions, and Defects" shall mean the failure or inability of RelativityOne to perform any material functions; and
- b. Providing technical support services to Client to attempt to correct diagnosed Errors, Malfunctions, and Defects.

2. This section provides guidelines that the CDS support team uses to assign a severity level to Client's problem.

- a. Severity 1 – Catastrophic. RelativityOne is not operational and no work can take place in RelativityOne. Catastrophic Severity will be assigned when a RelativityOne failure results in a debilitating impact to RelativityOne functionality. With all Catastrophic Severity issues, initial responses will include the original support requestor, as well as the appropriate account and Client services leads. CDS will dedicate staff to work on the problem with Relativity until resolved. Continual status updates will be provided to Client until the issue has been resolved.
- b. Severity 2 – Critical. RelativityOne is operational; at least one mission critical function or one RelativityOne workspace is not operational. Critical Severity will be assigned when a critical service interruption or degradation is encountered which creates difficulty in using but not total impairment of RelativityOne functionality. For Critical Severity issues, initial responses will include the original support requestor, as well as the appropriate account and Client services leads. CDS will work continually with Relativity on the problem during normal business hours unless otherwise agreed upon with Client to resolve the issue. Continual status updates will be provided to Client until the issue has been resolved.
- c. Severity 3 – Serious. RelativityOne is operational; at least one non-mission critical function is not operational. Serious Severity will be assigned when one or more components of RelativityOne are impaired, but overall, RelativityOne remains functional. For Serious Severity issues, initial responses will include the original support requestor. CDS will address Serious Severity cases during normal business hours. Status updates will be provided daily until the issue has been resolved.

- d. Severity 4 – Minor. All functions of RelativityOne are operational; nature of request is cosmetic, a product enhancement, or a general question. Minor Severity will be assigned to all cosmetic defects, enhancement requests regarding RelativityOne, or general questions. For Minor Severity issues, initial responses will include the original support requestor. CDS will address Minor Severity cases during normal business hours. Status updates will be provided as necessary.

3. Initial Response Times. CDS will initially respond to issues based on severity level, each as defined above, and time of request. An initial response may be by phone or email. An initial response will contain the defined severity of the request, initial questions to begin troubleshooting, or a potential resolution. CDS will use commercially reasonable efforts to comply with the Maximum Initial Response Times in the table below. After hours severity reporting should be limited to issues that are Severity 1 and 2.

<u>Severity Level</u>	<u>Maximum Initial Response Time (Normal Business Hours)</u>	<u>Maximum Initial Response Time (*After Hours Support)</u>
Severity 1	½ Hour	1 Hour
Severity 2	1 Hour	2 Hours
Severity 3	2 Hours	NA
Severity 4	4 Hours, if response required	NA

* All hours outside of Normal Business Hours are referred to as “After Hours Support.”

Schedule E Specifications

- RelativityOne SQL performance monitoring.
- RelativityOne IT security & infrastructure. RelativityOne is architected as a multi-tenant solution with shared compute services. CDS data is segregated in CDS-dedicated server instances, isolated at a network-segment level, and secured by Azure Network Security Groups.
- RelativityOne maintenance and upgrades.

Schedule F

Data Privacy

For purposes of this Schedule F, “personal data,” “special categories of data,” “process/processing,” “controller,” “processor,” and “data subject” shall each have the same meaning as set forth in the following (collectively, “Applicable Data Protection Laws”), to the extent in effect as modified from time to time: (a) Regulation (EU) 2016/679 (“GDPR”); and (b) related laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland and the United Kingdom, in each case to the extent applicable to CDS or Client, as the case may be, in their respective roles under these Terms. Each Party is responsible for and shall comply with the Applicable Data Protection Laws provisions corresponding to its respective role as controller or processor under this Schedule F. In the event of any conflict between the terms of the main body of the Terms and this Schedule F, the terms of this Schedule F shall prevail.

A. The Parties’ Respective Roles. In accordance with Applicable Data Protection Laws:

(1) During the term of the Terms, Client, in its capacity as controller, has engaged CDS, in its capacity as processor, to process any and all personal data and special categories of data supplied to CDS for the specified, explicit and legitimate purpose of

_____ (the
“Original Purpose”).

(2) The duration of the personal data processing hereunder shall be [Client to Insert Expected Duration].

(3) Any further processing tasks for which Client engages CDS shall be compatible with the Original Purpose for which the Personal Data was collected and supplied to CDS; and

(4) The personal data concern the following categories of personal data: [Client to Insert Categories].

(5) The personal data concern the following categories of data subjects: [Client to Insert Categories; e.g., Client’s employees, non-payrolled contractors or consultants, Job applicants and candidates, etc.].

(6) The personal data concern the following special categories of personal data: [Client to Insert Categories; e.g., racial origin, political opinions, religious beliefs, health, sexual preference, criminal convictions, etc.].

(7) Prior to providing to CDS any special categories of data to process under these Terms, Client shall deliver to CDS (i) an executed, Applicable Data Protection Laws-compliant consent for each affected Data Subject; or (ii) reliable proof that another legal basis exists for the processing of such data under Applicable Data Protection Laws.

(8) Client shall ensure that all personal data supplied to CDS is adequate, relevant and not excessive in relation to the Original Purpose.

(9) Client shall coordinate with CDS to ensure that personal data is not maintained on CDS' systems any longer than is strictly necessary for the Original Purpose, and CDS shall verify deletion of all personal data performed at Client's direction in writing.

(10) Client warrants that the instructions it provides to CDS for the processing of personal data under the Terms comply with Applicable Data Protection Laws.

(11) Should client desire to transport Client data, which may include personal data, to the United States for CDS to provide further Services, (i) the Parties shall discuss, in good faith, an Applicable Data Protection Laws-compliant transfer mechanism; and (ii) Client shall be responsible for physical transport of the Client data to the United States.

B. GDPR Responsibilities Under Articles 28, 30, 32, 33, 34 and 35.

1. Where CDS is carrying out personal data processing on behalf of Client, CDS will implement appropriate technical and organizational measures in such a manner that satisfies the requirements of the GDPR and ensures the protection of the rights of data subjects. (Article 28(1)).

2. CDS will not engage another processor without prior specific or general written authorization of Client. In the case of general written authorization, CDS will inform Client of any intended changes concerning the addition or replacement of other processors, thereby giving Client the opportunity to object to such changes. (Article 28(2)).

3. Processing by CDS will be governed by this Schedule F under Applicable Data Protection Laws. In particular, CDS will:

- (a) process the personal data only on documented instructions from Client, including with regard to transfers of personal data to a third country or an international

organization, unless required to do so by Applicable Data Protection Laws to which CDS is subject; in such a case, CDS shall inform Client of that legal requirement before processing, unless that law prohibits CDS' provision of such information on important grounds of public interest;

- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 32 of the GDPR;
- (d) respect the conditions referred to in paragraphs 2 and 4 for engaging another processor;
- (e) taking into account the nature of the processing, assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights set forth in Chapter III of the GDPR;
- (f) assist Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to CDS;
- (g) at the choice of Client, delete or return all the personal data to Client after the end of the provision of Services relating to processing, and delete existing copies unless Applicable Data Protection Laws require storage of the personal data;
- (h) make available to Client all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated under Applicable Data Protection Laws.
- (i) CDS will immediately inform Client if, in its opinion, a Client instruction infringes Applicable Data Protection Laws. (Article 28(3)).

4. Where CDS engages another processor for carrying out specific processing activities on behalf of Client, the same data protection obligations as set out this Schedule F shall be imposed on that other processor by way of a contract or other legal act under Applicable Data Protection Laws, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection

obligations, CDS shall remain fully liable to the Client for the performance of that other processor's obligations under this Schedule F to the same extent CDS would be liable if performing the other processor's obligations directly under the terms of this Schedule F, except as otherwise set forth in the Terms. (Article 28(4)).

5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and CDS shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including among other measures, as appropriate:

- (a) the anonymization, pseudonymisation, or/and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. (Article 32(1)). In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. (Article 32(2)).

6. Client and CDS shall take steps to ensure that any natural person acting under the authority of Client or CDS, respectively, who has access to personal data does not process them except on instructions from Client, unless he or she is required to do so by Applicable Data Protection Laws. (Article 32(4)).

7. CDS shall notify Client in writing, without undue delay after becoming aware of a personal data breach and such notice shall include reasonable details of such personal data breach. (Article 33(2)). CDS shall make reasonable efforts to assist Client in fulfilling Client's obligation to notify the relevant supervisory authority and data subjects of a personal data breach under Articles 33 and 34 of the GDPR.

8. Taking into account the nature of the processing and the information available to CDS, CDS will assist Client in providing information they may legally require for fulfilling their

obligations in relation to Data Protection Impact Assessments, as defined in and, to the extent required under the Applicable Data Protection Laws. (Article 35).

9. CDS shall maintain and make available all records required by Article 30(2) of the GDPR (which Client does not have direct access to), to the extent applicable to the processing of personal data on behalf of Client.

C. Responses to Requests from Data Subjects and Supervisory Authorities

1. During the term of the Terms, CDS will make available to Client the personal data of its data subjects in a manner consistent with the functionality of the Relativity platform and in accordance with the terms of the Terms. To the extent Client, in its use of the Relativity platform during the term of the Terms, does not have the ability to correct, amend, or delete personal data (as required by the GDPR) in the Relativity platform, CDS shall comply with reasonable requests by Client, to assist such actions and Client's response to such data subject requests. Client shall be responsible for any reasonable costs arising from CDS' provision of such assistance.

2. CDS shall, to the extent legally permitted, promptly notify Client if CDS receives a request from a data subject for access to or correction, amendment, or deletion of such data subject's personal data. CDS shall not, unless legally required, respond to any such data subject request or otherwise correct, amend, or delete the data subject's personal data without Client's consent except to confirm that the request relates to Client.

3. Client shall promptly notify CDS if Client receives a request from a data subject for access to or correction, amendment, or deletion of such data subject's personal data.

4. CDS and Client will provide reasonable assistance to one another in addressing any inquiries from and abiding by any orders from data protection supervisory authorities having jurisdiction over CDS' or Client's processing of personal data under the Terms.

Schedule G

Everlaw Addendum

Client may elect to have certain Client data under the Agreement housed in the Everlaw hosted eDiscovery and document management solution, as may be modified from time to time (“Everlaw”). In addition to the general terms and conditions set forth in the Agreement governing CDS Managed Services, the following terms and conditions shall govern Client’s access to and use of Everlaw:

1. **Everlaw ToS.** Client agrees to abide by the terms and conditions applicable to “Customer” which are set forth in Everlaw’s Terms of Service available at <https://www.everlaw.com/customer-terms-of-service/>, as may be updated from time to time (“Everlaw ToS”), in connection with Client’s access to and use of Everlaw. In the event of any conflict between the Agreement and the Everlaw ToS, the terms and conditions which are most protective of Everlaw’s rights and technology shall prevail. In the event of any conflict between the main body of the Agreement and this Schedule F, this Schedule F shall prevail.
2. **Measuring Data Usage.** Fees for Everlaw, as set forth in Schedule B, are based on the aggregate amount of Client’s Storage Usage. The Storage Usage is calculated on a monthly basis by: (A) summing the number of bytes of data that Client has in each of its Everlaw databases; and (B) rounding the total sum of the number of bytes to the nearest whole gigabyte (“GB”). Database storage values will be calculated by summing: (i) the peak Native Data (not including the data sizes associated with the image and text file of a Document generated through the native uploader functionality) usage for the month; and (ii) the peak Processed Data usage for the month. Should the data on any individual database be less than 1 GB, the amount of data will be rounded up to 1 GB if Client places any data on Everlaw. For purposes of this paragraph, the following definitions apply:
 - A. **Authorized User(s)** means anyone whom the (A) Client, or (B) a person with Administrator Access on Client’s account, has invited to join the Client’s account on Everlaw. Authorized Users must be working on behalf of the Client and may be employees, contractors, or agents of Client, including attorneys representing Client.
 - B. **Case Materials** means the Documents uploaded to and any content created in Everlaw by Client.
 - C. **Document** means the reviewable object in its uncompressed, unpacked format. It may include any combination of text, images, and/or native files.
 - D. **Monthly Unit Price** means a price per gigabyte of Storage Usage per month.
 - E. **Native Data** means the documents within Client or an Authorized User uploads via the

native uploader functionality or created and processed by the Service.

- F. **Processed Data** means the Documents within the Case Materials Client or an Authorized User uploads via the processed uploader functionality or created by the Everlaw platform.
- G. **Storage Capacity** means the minimum commitment storage amount that Client purchases stated Schedule B.
- H. **Storage Usage** means the actual number of bytes of data the Client uses on Everlaw, calculated on a monthly basis.

3. **Everlaw Service Level Terms.** During the term of the Agreement, Everlaw will have a Monthly Availability of at least 99.5% of the total time in any calendar month, as well as 99.8% of the time during the hours of 9 a.m. ET and 6 p.m. ET on Monday through Friday of each week (the "Service Level Objective" or "SLO"). If Everlaw does not meet the SLO and Client meets its obligations described in these Everlaw Service Level Terms (the "SLTs") and the Agreement (including payment obligations), Client will be eligible to receive SLA Credits. If the SLO is not met for three (3) consecutive months during the term of the Agreement, it shall be deemed a material breach of the Agreement, entitling Client to terminate the Agreement without liability to CDS. These SLTs provide Client its sole and exclusive remedy for any failure by Everlaw to meet the SLO. The following definitions apply to these SLTs:

- A. **Downtime** means the total number of minutes for which Client and Authorized Users are unable to login to Everlaw during the applicable calendar month. Downtime that occurs for less than one minute will not be counted towards any Downtime.
- B. **Monthly Availability** is calculated by subtracting from 100% the percentage of Downtime minutes during the applicable calendar month.
- C. **Scheduled Maintenance** means downtime periods scheduled to perform service maintenance, upgrades, and testing of failover capabilities.
- D. **SLA Credit** means the following:

Monthly Availability	Percentage of monthly bill which does not meet SLO that will be credited to future monthly bills
99%-99.4%	5%
98%-98.9%	10%
95%-97.9%	25%
<95%	50%

SLA Credit. To receive SLA Credits, Client must notify CDS within thirty (30) days from the time Client becomes eligible to receive SLA Credits. Failure to comply with this requirement will forfeit Client's right to receive SLA Credits. If a dispute arises with respect to these SLTs, CDS will

make a determination in good faith based on Everlaw’s system logs, monitoring reports, configuration records, and other available information.

Maximum SLA Credits. The total maximum number of SLA Credits to be issued by CDS to Client for Downtime that occurs in a single billing month will not exceed 100% of the amount payable by Client for the applicable month. SLA Credits will be made in the form of a monetary credit applied to future use of Everlaw and will be applied within sixty (60) days after the SLA Credit was requested. SLA Credits earned under these SLTs only apply to future invoices issued under the Agreement, have no cash value and expire if the Agreement ends.

SLO Exclusions. The SLO does not apply to: (A) any performance issues caused by factors described in the "Force Majeure" section of the Agreement; (B) any performance issues that resulted from Client's software or hardware or third party software or hardware, or both (not within the primary control of Everlaw); (C) any performance issues that resulted from Client's acts or omissions, including violations of the Agreement; (D) general internet outages affecting multiple third parties; (E) network or Everlaw platform availability issues related to denial of service attacks and other flooding techniques; or (F) Scheduled Maintenance.

4. Technical Support Assistance Terms. As part of Client’s subscription to use the Everlaw platform, CDS will provide technical support assistance to Client to diagnose and correct the failure or inability of the Everlaw platform to perform any material functions (“TSA”). CDS will provide TSA to Client via telephone and online access to CDS’ support staff Monday through Friday during the hours of 8 a.m. and 11 p.m. local time, and Saturday through Sunday during the hours of 8 a.m. and 6 p.m. local time (collectively referred to as “Normal Business Hours”). Before submitting a TSA request to CDS, Client will use commercially reasonable efforts to resolve issues, to fix any error, bug, malfunction, or network connectivity defect without escalation to CDS. Severity categories and target initial response times are described in the table below.

Case Severity	Definition	Initial Response Time Goal	Communication Frequency	Escalation
Severity 1 (S1)	The problem causes a disruption to the Everlaw platform so that a critical function is completely unavailable.	30 minutes within Normal Business Hours	Updates every two hours or as important updates become available (during Normal Business Hours)	Will begin as soon as possible and CDS will communicate action plan to Client as soon as available. Action plan will include estimated delivery time of resolution and/or solution.

Severity 2 (S2)	The problem causes a disruption to the Everlaw platform but does not prevent critical functions. No workaround is available.	60 minutes within Normal Business Hours	Once per day or as important updates become available (during Normal Business Hours)	Will begin as soon as possible and CDS will communicate action plan to Client as soon as available. Action plan will include estimated delivery time of resolution and/or solution.
Severity 3 (S3)	The problem causes a disruption to the Everlaw platform but does not disrupt critical functions. A workaround is available until the problem is corrected.	2 hours within Normal Business Hours	As important updates become available (during Normal Business Hours)	Will begin as soon as possible and CDS will communicate action plan to Client within 2 business days. Action Plan will include estimated delivery time of resolution and/or solution.
Severity 4 (S4)	This includes any other non-critical or non-serious problem with the Everlaw platform.	2 hours within Normal Business Hours	N/A	Will begin at CDS' discretion. CDS will notify Client of resolution and/or solution when planned.

- 4.1 Procedures for Acknowledgement and Resolution of TSA Requests.** When making a TSA request, Client or Authorized User may be requested to provide diagnostic information including but not limited to: (A) describing the question or problem, the configuration, and Client's network; (B) providing relevant data; and (C) answering questions and otherwise assisting CDS, as appropriate.
- 4.2 Request Acknowledgement.** CDS may respond to a TSA request by acknowledging receipt of the TSA request. CDS may be unable to provide answers to, or resolve all, TSA requests but will facilitate escalation to Everlaw in these scenarios.
- 4.3 Scheduled Maintenance.** "Scheduled Maintenance" means downtime periods scheduled to perform service maintenance, upgrades, and testing of failover capabilities for the Everlaw platform. To ensure optimal performance of the Everlaw platform, Everlaw performs periodic Scheduled Maintenance. In most cases, Scheduled Maintenance will be scheduled by region and will have limited or no negative impact on the availability and functionality of the Service. Everlaw may perform emergency unscheduled maintenance at any time. If Everlaw expects planned Scheduled Maintenance to negatively affect the availability or functionality of the Service, Everlaw will use commercially reasonable

efforts to provide notice of the Scheduled Maintenance. Any notification will be provided via alert on the Everlaw platform or via email from CDS.

4.4 Emergency Maintenance. Everlaw may have the need to perform emergency maintenance on the Everlaw platform, including where a change is required to address a safety issue, security vulnerability, ensure stability, avoid interruption of the Everlaw platform availability, or restore availability of the Everlaw platform. CDS will use commercially reasonable efforts to alert Client as soon as reasonably possible of emergency maintenance to be performed by Everlaw.

5. Everlaw AI Assistant. Client is responsible for Client's use of Everlaw AI Assistant and will not use Everlaw AI Assistant or any Output in a manner that violates applicable laws or the Agreement. Client acknowledges that Output is probabilistic and may not be accurate, reliable, or otherwise appropriate for Client's use. Client should independently evaluate Output for accuracy and appropriateness for Client's use case(s), including through human review, and modify Output as necessary before relying on, publishing, or otherwise using Output. Where appropriate, Client should provide a disclaimer that Output has been created using generative AI, and Client and its Authorized Users will not misrepresent that Output has been created without the use or assistance of generative artificial intelligence functionalities. Everlaw does not use Input or Output to train or finetune a generative AI model for general use through the Everlaw platform.

5.1 OpenAI Usage Policy. In connection with Client's use of certain Everlaw AI features, Client acknowledges and agrees to comply with, and to require each of Client's Authorized Users to comply with the OpenAI's Usage Policy (available at <https://openai.com/policies/usage-policies>), which may change from time to time.

5.2 Disclaimer of Warranties. CLIENT ACKNOWLEDGES THAT OUTPUT IS GENERATED BY GENERATIVE ARTIFICIAL INTELLIGENCE FUNCTIONALITY, AND CDS MAKES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT.

5.3 Beta Services. Everlaw sometimes releases products and features that require testing and evaluation ("Beta Services"). Everlaw designates Beta Services as "alpha," "beta," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as Everlaw's other services. Everlaw makes Beta Services available to collect feedback, and by using the Beta Services, Client agrees that CDS may contact Client to collect such feedback on behalf of Everlaw. Beta Services may be subject to additional terms and conditions and may be presented at the time Client is given access to the Beta Services. BETA SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Everlaw may change, suspend, or discontinue Beta Services at any time without prior notice to Client via CDS. CDS' indemnity obligations under the Agreement do not apply to Beta Services. CDS' MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO BETA SERVICES WILL NOT EXCEED \$100.

5.4 Everlaw AI Assistant Billing. Certain Everlaw AI Assistant features are offered on a credit-based system, with the number of credits for each task detailed in the Everlaw platform. Everlaw may release new Everlaw AI Assistant functionality or tasks, from time to time, and the cost (presented as a number of credits) for each task will be presented to

Authorized Users in the Everlaw platform. Credits must be purchased at the outset of the Agreement Term and must be used within the Agreement Term. Credits are issued on a "use it or lose it" basis; any unused credits will expire at the end of the Agreement Term. No refunds will be given for unused credits. Any usage beyond the allocated credits will be billed at the overage cost per task as specified in Schedule B. These overage costs will be billed monthly in arrears based on the number of credits for each task performed. Client is responsible for appointing an Authorized User with Administrator Access for Everlaw AI Assistant who will have authority over Client's use of Everlaw AI Assistant. Authorized Users with Administrator Access can set usage limits at the database level and may enable email notifications once credit usage within Client's organization exceeds thresholds determined by Client.

5.5 Definitions. The following definitions are added to this Schedule F.

- A. **Everlaw AI Assistant** means any machine learning capability or functionality made available by Everlaw, including without limitation any capability or functionality labeled or otherwise identified by Everlaw as AI-powered.
- B. **Input** means any text, information, or other content Client provides or makes available to Everlaw AI Assistant for processing.
- C. **Output** means any text, information, or other content that Everlaw AI Assistant generates based on Input and returns to Client and Authorized Users.