

Relativity ODA LLC

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Relativity ODA LLC. (“Manufacturer”) product specific license terms establish the terms and conditions enabling EC America (“Contractor”) to provide Manufacturer’s information technology products and services to Ordering Activities under EC America’s GSA MAS IT contract number GS-35F-0511T (the “Schedule Contract”). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the “Manufacturer Specific Terms” or the “Attachment A Terms”) are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer (“Licensee”) is the “Ordering Activity”, defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

RELATIVITYONE END USER LICENSE AGREEMENT

Relativity is a software manufacturer and subcontractor to various prime contractors (each a "Prime Contractor"). Pursuant to a purchase order ("Order") authorized by governmental authority (the "Customer"), Relativity grants Prime Contractor a limited, non-exclusive license ("License") for the sole purpose of transferring such License to the Customer on a non-exclusive, non-sub-sublicensable, non-transferable, basis and as described in each Order. The Order, the corresponding buyer's guide attached to, or otherwise provided by, the Prime Contractor in connection with any Order (the "Buyer's Guide"), and this End User License Agreement ("EULA") shall be referred to collectively as the "Agreement". Capitalized terms used herein shall have the meanings ascribed to them in this EULA, any Appendix attached hereto, or the Buyer's Guide.

1. SaaS Software License, Customer Data. The License includes permission to import, process, review, use, copy, store, and transmit Customer Data to, in and from the products set forth in the applicable Order (collectively, the "SaaS Software" or "RelativityOne"), subject to the additional terms set forth in the Buyer's Guide, by Customer or any other parties whom Customer enables to use the SaaS Software, subject to the provisions hereof. "Customer Data" means all documents, files and other data that Customer or its end users, import into the SaaS Software, and all work product results of all work that Customer and such parties perform respecting such data in the SaaS Software; provided, however, Customer Data does not include system and data usage metrics and billing information, or any systems operations, performance or security information.

2. SaaS Software Warranties and Support Services.

a. Warranties. Relativity warrants to Customer that: (i) Relativity will provision and configure the RelativityOne Infrastructure to make the SaaS Software "Available" as further described in Appendix 1; (ii) Customer shall be entitled to claim service level credits from the Prime Contractor for Unexcused Downtime under Appendix 1; (iii) the SaaS Software will perform substantially in conformance with Relativity's Documentation which Relativity will always make available on Relativity's website and is currently available via this link: <https://help.relativity.com>; (iv) Relativity will, without additional charge, provide the maintenance and support services set forth in Appendix 2 ("Support Services"); and (v) Relativity will maintain its Authorization to Operate (ATO) status via the Federal Risk and Authorization Management Program (FedRAMP) with a minimum Impact Level of Moderate, including public trust security clearance for any Relativity personnel providing Support Services under the Agreement or any Relativity personnel who would otherwise have access to Customer Data.

Clarifications and Limitations. The warranties and Support Services herein do not apply to the extent of any non-conformance or problems arising from: (i) abuse, misapplication, or other user errors by Customer (or by any person to whom Customer has provided access to RelativityOne); or (ii) any combination or operation of the SaaS Software with other software, components, or equipment not provided by Relativity. Relativity does not warrant that: (1) the functions or the results of using the SaaS Software will be suitable for Customer's intended use (beyond the purposes described in the Documentation); (2) the operation of the SaaS Software will be timely, uninterrupted or error-free (although Customer will be entitled to claim service level credits for Unexcused Downtime under Appendix 1 and Relativity will provide Support Services under Appendix 2); or (3) the SaaS Software will be secure from unauthorized access or hacking or free of viruses or malware that could not reasonably be prevented or detected by the security programs employed by Relativity. Customer shall use its own choice of commercial virus and malware protection software programs on Customer Data before sending or exporting such Customer Data to Relativity or the SaaS Software. Some of Relativity's SaaS Software products leverage machine learning or AI technology (together, "AI Technology"), some of which may be made available by Microsoft on Microsoft Azure. AI Technology's outputs are impacted by the quality of the Customer Data. In addition, some AI Technology is experimental, and some files and data types may be incompatible with AI Technology. AI TECHNOLOGY IS NOT INTENDED TO REPLACE THE WORK OF HUMANS AND CUSTOMER REMAINS

RESPONSIBLE FOR MONITORING, VERIFYING, AND REVIEWING ALL OUTPUTS. The express warranties made herein are in lieu of, and to the exclusion of, all other warranties, conditions or representations of any kind, express or implied, statutory or otherwise, relating to the SaaS Software or Support Services. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELATIVITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OR OTHER OBLIGATIONS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL SUCH WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE EXCLUDED FROM THE AGREEMENT AND WAIVED TO THE FULLEST EXTENT NOT PROHIBITED BY LAW. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, CUSTOMER RESERVES ALL RIGHTS AND REMEDIES UNDER THE AGREEMENT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

3. Proprietary Rights. Relativity and its third-party vendors own and shall continue to own the entire title and interest in and to all intellectual property rights and other proprietary rights related to the SaaS Software and all Derivative Works therefrom, the Documentation, and any know-how, methodologies or other materials Relativity provides. Nothing in the License, or the negotiation or performance thereof, shall be construed as transferring to Customer or any other party any intellectual property or other proprietary rights of Relativity or its third-party vendors. The License is 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. All rights not expressly granted to Customer are reserved by Relativity. Customer shall retain and not cover-up or obscure any trademark, trade name, copyright notice or other proprietary notice on the SaaS Software or Documentation. The License is limited to accessing and using the SaaS Software on a hosted basis through Relativity and does not include source code nor permission to download the SaaS Software in any format. Relativity may use any suggestions, ideas, enhancement requests, feedback, or recommendations relating to Relativity or the SaaS Software for purposes of modifying the SaaS Software, creating Derivative Works, or creating new products (all of which Relativity will own exclusively without any obligation to pay any royalty or other compensation); *however*, Relativity's use of such information shall be at Relativity's sole risk without any representations, warranties or liability of Customer. All SaaS Software and documentation that are provided to Customer are provided with restricted rights as contained herein. Customer MAY NOT in any fashion modify, combine with other software products, reproduce and/or distribute, other than as specifically permitted by these terms, any SaaS Software or documentation. The SaaS Software and documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212, the Software and documentation are licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted pursuant to the terms and conditions herein.

4. License Restrictions. Except as expressly permitted in the Agreement, Customer shall not, directly or indirectly (through any other party), while the Order is in effect or thereafter, 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, the SaaS Software. "Derivative Works" means every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted. Derivative Works also 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 Relativity and its vendors. If at any time, Customer or anyone else makes any modification to the SaaS Software, whether authorized or unauthorized, such modification shall be considered Derivative Works and owned by Relativity or its applicable third-party vendor.

5. Limitations of Liabilities. IN NO EVENT WILL RELATIVITY, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, DAMAGES

FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA, GOODWILL OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SAAS SOFTWARE, PROBLEMS WITH THE SAAS SOFTWARE, OR ANY BREACH OF RELATIVITY'S WARRANTIES OR OBLIGATIONS, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR RELATIVITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; CUSTOMER WAIVES, RELEASES AND AGREES NOT TO ASSERT ALL SUCH CLAIMS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, RELATIVITY'S AGGREGATE TOTAL LIABILITY UNDER ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (INCLUDING BUT NOT LIMITED TO STATUTORY, TORT, STRICT LIABILITY, WARRANTY, INDEMNITY, CONTRIBUTION, AND CONTRACT THEORIES) WILL BE LIMITED TO: (a) TERMINATION OF THE LICENSE IF RELATIVITY FAILS TO CURE A DEFECT OR OTHER PROBLEM WITH THE SAAS SOFTWARE OR RELATIVITY'S SUPPORT SERVICES WITHIN THIRTY (30) DAYS AFTER RECEIVING WRITTEN NOTICE OF THE PROBLEM AND REASONABLE COOPERATION BY CUSTOMER IN RELATIVITY'S EFFORTS TO CURE; AND (b) IN SUCH CASE OF TERMINATION, A REFUND OF THE FEES PAID BY CUSTOMER FOR THE PERIOD DURING WHICH CUSTOMER WAS UNABLE TO USE THE SAAS SOFTWARE BEFORE THE TERMINATION OCCURRED AND ANY FEES PREPAID FOR ANY PERIOD FOLLOWING THE TERMINATION. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN FAR 52.212-4(O) AND FAR 52.212-4(P). IN THE EVENT OF A BREACH OF WARRANTY, CUSTOMER MAY RESERVE ALL RIGHTS AND REMEDIES UNDER THE AGREEMENT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

6. Termination. If Relativity fails to cure (a) a breach of any representation or warranty provided in Section 2, or (b) any breach of its obligations to provide Support Services as required under this EULA, in each case within ten (10) days after Customer delivers a notice describing such breach in reasonable detail, Customer may terminate the Agreement in whole (or in part with respect to any SaaS Software product or Service which is the subject of the failure and for which there are separate fees under the Agreement) by delivering a termination notice to Relativity within the next thirty (30) days. Customer may also terminate the Agreement in accordance with FAR 52.212-4. Following termination of the License: (i) Customer will discontinue using the SaaS Software; and (ii) Customer will export or otherwise delete all Customer Data in the applicable SaaS Software. If Customer fails to export or delete any Customer Data by the time required hereunder, Relativity reserves the right to delete the Customer Data from the SaaS Software. In the event of a breach of warranty, Customer may reserve all rights and remedies under the Agreement, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

7. Miscellaneous Terms

a. Publicity, Trademarks and Restrictions. While the License is in effect, either party ("Listing Party") may include the name, logo and trademark of the other party ("Other Party") to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 on the Listing Party's website alongside an attributed quote (if provided by the Other Party), and in other publicly disseminated marketing materials; provided: (i) the Other Party's name, logo and trademark shall only appear alongside the names, logos and trademarks of other customers or vendors; (ii) the Listing Party will comply with all of the Other Party's guidelines and requirements for such matters; and (iii) the Listing Party will remove the Other Party's name, logo and trademark promptly after the Other Party's written request which provides a reasonable basis for objecting to continued use. For the avoidance of doubt, Listing Party's identification of the Other Party's name, logo and trademark, the identification and value of the contract, and the goods/services procured under the contract by the Other Party shall be considered to be in compliance with GSAR 552.203-71.

b. Anonymized Aggregated Data. Notwithstanding anything to the contrary in the Agreement, but subject to the restrictions in this paragraph: (i) as between Relativity and Customer, Relativity shall solely own Aggregated Data and all intellectual property rights therein; and (ii) accordingly, Relativity may collect, reproduce, distribute, modify, and otherwise use and publish Aggregated Data, including any data and other information derived therefrom. The term "Aggregated Data" herein means data and other information relating to or arising from the performance or use of the SaaS Software by

customers and their authorized users that Relativity compiles or derives in an anonymized and aggregated manner, including statistics, metrics and analytic data; provided, Aggregated Data shall never contain any information by which any person would reasonably be able to identify the Confidential Information of Customer, Customer, or any other person or party.

c. Interpretation; Language. Capitalized terms not defined in the body of this EULA shall have the meanings set forth in the Order, the Buyer's Guide, or in the Appendices attached hereto. Under no circumstances will the "Uniform Computer Information Transactions Act," the American Law Institute's "Principles of the Law of Software Contracts," act as model laws or as adopted in any jurisdiction, or the United Nations Convention on Contracts for the International Sale of Goods, or similar acts, laws and conventions have any bearing on the interpretation or enforcement of this Agreement and the parties hereby elect to opt out of all such acts, laws and conventions.

APPENDIX 1: RELATIVITYONE AVAILABILITY AND CREDITS

1. Introduction. The separate RelativityOne General Support Terms (“General Support Terms”) set forth in Appendix 2, apply to support issues respecting the SaaS Software and RelativityOne infrastructure (“Infrastructure”). For example, the Severity Levels and Response Times in the General Support Terms also apply to Infrastructure support issues. In addition, this Appendix 1 establishes credits to be paid to Customer for downtime caused by problems with the RelativityOne Infrastructure as described below.

2. Definitions.

a. “Availability SLA” means ninety-nine and seventy-five hundredths percent (99.75%) of the total number of minutes in a given calendar month.

b. “Availability Deficiency” means the number of minutes when the SaaS Software is not Available in any given calendar month, excluding Excused Downtime.

c. “Available” means Customer can log into and access the core Relativity Review functionality at the RelativityOne production data center’s Internet connection points.

d. “Cloud Vendor” means the cloud vendor Relativity uses to provide the infrastructure environment to run the SaaS Software.

e. “Excused Downtime” means twenty-five hundredths of a percent (0.25%) of the total number of minutes in a given calendar month, and any other time when RelativityOne is not Available due to Relativity’s planned service maintenance time of up to sixteen (16) hours per month or due to emergencies or other circumstances beyond Relativity’s reasonable control, including without limitation force majeure, general Internet outages, actions of Customer or any third-party providing services or software to Customer, failure of Customer’s infrastructure or connectivity to the Internet or other issues with Customer’s Internet connectivity to the SaaS Software, other telecommunications or computer failures and delays, network intrusions, or denial-of-service or other criminal attacks.

3. Credits. If Customer’s RelativityOne production instance (“RelOne Instance”) has an Availability SLA Deficiency for a given calendar month, Customer’s remedy for such failure is to request that the Prime Contractor issue a service credit to Customer equal to the dollar value of the number of minutes of the Availability SLA Deficiency (determined at a per minute rate for Customer’s use of the affected SaaS Software for Customer’s applicable RelOne Instance). For clarity, Customer will be entitled to service credits for an Availability Deficiency regardless of whether the unavailability is caused by Relativity or the Cloud Vendor. If there are problems with infrastructure that the Cloud Vendor must handle, Relativity will use commercially reasonable efforts to obtain responses and resolutions from Cloud Vendor. Nothing contained herein limits Customer’s rights and remedies under the Agreement, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

4. Credit Requests. Customer must request all service credits in writing to Prime Contractor within thirty (30) days of the end of the period in which the Availability SLA was not met and the credits applied, identifying the support requests relating to such period. Failure to make a timely request will constitute a waiver to the extent permitted Federal Acquisition Regulations Part 33, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

5. Planned Maintenance Time. Currently, planned service maintenance for the RelOne Instance is scheduled for two (2) hours weekly (“Weekly Maintenance”) and eight (8) hours monthly (“Monthly Maintenance”) as follows:

Planned Maintenance Schedule

Weekly Maintenance	Monthly Maintenance
22:00 - 24:00	22:00 - 06:00
Saturday	Saturday-Sunday
CDT / CST	CDT / CST

Except in emergencies or other non-standard circumstances, Relativity will keep planned maintenance schedules on weekend nights and will provide reasonable notice of any changes (which may be an email to Customer’s regular point of contact respecting support for the RelOne Instance). Customer may request a deferral of planned maintenance in accordance with the procedures set forth in Relativity’s Documentation.

6. RTO and RPO. In the event of prolonged RelativityOne downtime, Relativity will declare a disaster and implement disaster recovery procedures. During disaster recovery, Customer continues to accrue downtime service credits as applicable under the above provisions, and Relativity endeavors to achieve: (i) the recovery time objective (“RTO”) in the schedule below measured from the end of the disaster occurrence (i.e. the moment from when Relativity’s access to the system is restored) until Availability of RelativityOne is restored; and (ii) the recovery point objective (“RPO”) that is no more than the stated number of hours prior to the disaster in the schedule below.

EVENT TYPE	RTO	RPO BASED ON DATA LOCATION		
		SQL	File Server and Analytics Indexes	Other
Data Restore	24 hours	1 hour	24 hours	4 hours
Partial DR	24 hours	1 hour	24 hours	4 hours
Full DR	72 hours	1 hour	24 hours	4 hours

“Data Restore” means only Customer’s RelOne Instance is down in a data center.

“Partial DR” means one or more RelOne Instances are down in a data center and Relativity is able to restore Customer’s RelOne Instance without requiring Relativity’s cloud vendor to assist in restoring the applicable RelOne Instances.

“Full DR” means Relativity’s cloud vendor declares a data center disaster (or in any event, Relativity declares a disaster because more than a majority of the RelOne Instances in the data center are down, regardless of whether Relativity’s cloud vendor declares a disaster).

APPENDIX 2: RELATIVITYONE GENERAL SUPPORT TERMS

1. **Free Support Services.** There are no additional fees for the services that are included under this Appendix 2 (“Support Services”) while the Order is in effect.

2. **Customer Admins.** Customer may designate up to five (5) Relativity Support Administrators (each an “Admin”) as points of contact for support. Customer may update the contacts as needed via email to support@relativity.com. Customer will use reasonable efforts to escalate support issues within Admins and to minimize duplicative support requests. Customer may designate additional Admins, provided that once Customer exceeds ten (10) Admins in total, at least one (1) out of every ten (10) Admins must be a full-time Customer employee who has passed the Relativity Certified Administrator exam (i.e., one at 11 Admins, two at 21 Admins, and so forth).

3. **Support Services.**

3.1 **Relativity Customer Support Team**

The Relativity customer support team (“Customer Support Team”) will provide technical support for the SaaS Software, subject to the exclusions set forth below, via telephone and email 24 hours per day, 7 days per week. The telephone numbers for the Customer Support Team are located at <https://www.relativity.com/support/>. Alternatively, Customer may send support requests via email to support@relativity.com. Requests for support are entered into the Customer Support Team’s tracking system, which typically logs the requestor’s name, email address and phone number. Customer will receive a case number from the Customer Support Team for each support request which Customer should reference when requesting any update on the status.

3.2 **Covered Support**

Technical support includes providing technical services to Customer to enable users to log into and access the core functionality of the SaaS Software, assisting Customer in diagnosing Errors in the SaaS Software, and providing Corrections of diagnosed Errors. “Error” means an error, defect, or malfunction in the SaaS Software or a mistake in the Documentation that prevents one or more material functions of the SaaS Software or Customer’s use thereof from functioning in substantial conformance to the Documentation. “Correction” means a change to a function of the SaaS Software or to the Documentation that reestablishes or maintains substantial conformity between the SaaS Software and the Documentation.

3.3 **Certain Exclusions**

Relativity is not responsible for and is under no obligation to resolve any issues, errors, or other events impacting the SaaS Software or its availability to Customer which are caused by Customer or Customer’s third-party products or services. At its sole discretion and for additional fees, Relativity may assist Customer and its third-party providers in diagnosing and resolving such issues or errors.

3.4 **Severity Levels and Response Times.**

Relativity will assign a severity level to issues identified in each support request as they are received. Relativity may, upon further review, reclassify the severity level at its reasonable discretion. Initial responses may be provided by phone or email and will contain the assigned severity level for the request and initial questions to begin troubleshooting or a potential resolution.

- **Severity 1 – Catastrophic:** System is not operational and no work can take place in the production environment. Catastrophic severity level will be assigned when a production failure results in a debilitating impact to business operations. The Customer Support Team will provide an initial response to a Catastrophic issue report within one (1) hour, dedicate staff to work on the issue until resolved, and provide continual status updates until the issue

is resolved. Recipients of all updates to Catastrophic issue reports will include the requestor, as well as the appropriate Customer account and support leads.

- **Severity 2 – Critical:** System is operational, but at least one mission critical function or one entire case is not operational. Critical severity level will be assigned when a critical service interruption or degradation is encountered which creates difficulty but not total impairment in business operations. The Customer Support Team will provide an initial response to a Critical issue report within two (2) hours, work continually on the issue during normal business hours until resolved, and provide continual status updates until the issue is resolved. Recipients of all updates to Critical issue reports will include the requestor, as well as the appropriate Customer account and support leads.
- **Severity 3 – Serious:** System is operational, but at least one non-mission critical function is not operational. Serious severity level will be assigned when some functionality is impaired, but overall Customer operations continue to function. The Customer Support Team will provide an initial response to a Serious issue report within four (4) hours, work on the issue during normal business hours, and provide daily status updates until the issue is resolved.
- **Severity 4 – Minor:** All functions are operational; the nature of request is cosmetic, a product enhancement, or a general question. Minor severity level will be assigned to all cosmetic defects, enhancement requests regarding the product, or general questions. The Customer Support Team will provide an initial response to a Minor issue within 24 hours (if a response is required), address the issue during normal business hours, and provide status updates if and as necessary.

3.5 Escalating Issues.

If Customer believes the severity level assigned to an issue is insufficient, Customer may request that the severity level be upgraded. If Customer believes that a Catastrophic issue is not being adequately addressed, Customer may contact Relativity's VP, Global Support, or their designee, at +1 (816) 604-9393.

4. Additional Support.

At its discretion, the Customer Support Team may make additional support services available upon request for additional fees, including:

- Training and certifications
- Customer requested enhancements and features
- Troubleshooting issues with the environment not associated with the SaaS Software
- Troubleshooting issues with data not formatted per Relativity's standard load file specifications
- Data migration services.