



The Information Company™

# Legal Tech eDiscovery Additional Terms

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## Overview

Open Text Inc. and its Affiliates (“**OpenText**” or “**OT**”) provide Legal Tech eDiscovery Services (“**eDiscovery Services**”). eDiscovery Services are purchased on an applicable Order Form, Quotation, or Transaction Document (“**Order**”) by OT’s customers (“**Customer(s)**”). Unless otherwise specified in the Order, the eDiscovery Services are governed exclusively by the Order, eDiscovery SaaS Terms and Conditions (“**Standard Terms**”) and these eDiscovery Additional Terms (the “**Agreement**”).

## Legal Tech eDiscovery Services Order Additional Terms:

### 1. OpenText Core Insight [Single Matter or On-Demand Subscription]:

- 1) Unless stated otherwise, all fees are invoiced monthly in arrears.
- 2) The parties agree that a purchase order is not required for OT to invoice Customer under the Order.

### 2. OpenText Core eDiscovery [Single Matter or On-Demand Subscription]:

- 1) Unless stated otherwise, hourly fees are invoiced monthly in arrears.
- 2) The OpenText Core eDiscovery Term Services Fee shall be invoiced annually in advance, commencing with the Effective Date and at each anniversary thereof during the Initial Term; and if renewed, then again at or around the beginning of the Renewal Term and each anniversary thereafter. All other fees are invoiced monthly in arrears. If the Order or the Agreement terminates prior to the payment of any such fees, then the unpaid fees shall be immediately due and owing as of the date of termination, whether or not invoiced. In the event of termination of the Order before the end of the Initial Term, fees prepaid or owed for the OpenText Core eDiscovery Term Services Fee shall not be subject to refund or credit. For all other fees, in the event of termination of the Order before the end of the Initial Term, Customer must provide at least sixty (60) days prior written notice; and on the effective date of termination, the following shall be immediately due and payable: (a) all fees for Services rendered up to the date of termination consistent with the foregoing whether or not previously invoiced; and (b) reoccurring fees that would have been incurred for the remainder of the Initial Term but for the earlier termination.
- 3) Notwithstanding the Termination section in the Standard Terms, there is no termination for convenience during the Initial Term. Either party may provide notice of nonrenewal to the other party sixty (60) days prior to the end of the Initial Term or any Renewal Term (defined below) thereafter. If neither party provides timely notice of renewal, then the Order shall renew immediately following the then current term for the same number of months and with exactly the same provisions as the Initial Term (each a “**Renewal Term**”). For avoidance of doubt, OT may invoice Customer in advance of the Renewal Term. Invoices for each year within the Renewal Term and any subsequent year thereafter shall include a five percent (5.0%) increase over the prior year’s subscription fees.

### 3. Managed Document Review Services OR Rapid Analytics Investigative Review (“RAIR”):

- 1) **Supervision:** OT’s managed review team and/or RAIR team will at all times work under the supervision and control of Customer and its counsel.
- 2) **No Legal Advice:** Customer recognizes that OT is not a law firm, is not licensed to practice law, and has not been retained to provide legal advice or services.
- 3) The parties agree that a purchase order is not required for OT to invoice Customer under the Order.

### 4. High Efficiency Managed Review Services:

- 1) **Invoice:** All fees for High Efficiency Managed Review Services are due NET 30 from the Order Effective Date.
- 2) **Supervision:** OT’s managed review team will at all times work under the supervision and control of Customer and its counsel.
- 3) **No Legal Advice:** Customer recognizes that the vendor is not a law firm, is not licensed to practice law, and has not been retained to provide legal advice or services.
- 4) **High Efficiency Managed Review Services**
  - a. “**Assumptions**”

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- i. Initial Scoping Volume: The volume of the data processed, loaded, and hosted for purposes of conducting the High Efficiency Managed Services: initial scoping engagement shall be a minimum of 2,500 documents from the Customer's Matter-specific data set, and a maximum of Customer's entire Matter-specific data set (hereafter "**Initial Scoping Volume**").
- ii. To the extent that the Initial Scoping Volume is less than Customer's entire Matter-specific data set, the Initial Scoping Volume comprises a random sample representative of Customer's Matter-specific data set.
- iii. There are no material differences between the managed review characteristics observable from the Initial Scoping Volume and those same characteristics of Customer's entire Matter-specific data set.
- iv. The applicable review project requirements and conditions provided by Customer as set forth below will not materially change after the initial scoping engagement is completed.
- v. OT's managed review team will review approximately 2,500 documents from the Initial Scoping Volume.
- vi. OT's managed review team will not begin review, and the Initial Scoping Volume will not be accessible, until Customer has fulfilled all Customer Responsibilities (defined below), following which OT's managed review team will complete the initial scoping engagement within ten (10) business days.
- b. "**Customer Responsibilities**"
  - i. Customer must provide all applicable review project requirements and conditions, including minimally:
    - 1. the volume of Customer's entire Matter-specific data set (either GB volume or number of documents);
    - 2. minimum acceptable recall to be achieved by the comprehensive managed review, as validated by unreviewed document elusion sampling;
    - 3. the deadline for completion of the comprehensive managed review;
    - 4. any anticipated limitations on the use of technology-assisted review or the ability to propagate coding or reasonably bulk code documents to expedite review;
    - 5. any managed review characteristics of Customer's Matter-specific data set that may not be observable from the Initial Scoping Volume (e.g., average documents per GB, average family size/document count, average document page count, production obligations), and are known to be materially different from industry averages;
    - 6. the number, substance, and scope of issues to be coded by the OT managed review team in the comprehensive managed review;
    - 7. the scope and nature of privileges to be coded in the comprehensive managed review, including both in-house and outside counsel attorney-client communication and attorney work product privileges;
    - 8. the scope and nature of confidentiality considerations to be coded in the comprehensive managed review; and
    - 9. the scope and nature of any privilege, confidentiality, or other redactions to be applied in the comprehensive managed review.
  - ii. Customer or Customer's outside counsel must prepare, provide, and adequately train the OT managed review team on a comprehensive Review Memorandum detailing the nature, scope and substance of all aspects of the comprehensive managed review, including exemplar documents from Customer's Matter-specific data set.
- c. All estimates for the High Efficiency Managed Services set forth on the Order or referencing the Order Form, including those of fees, expenses, or expected time of performance, have been developed by OT in reliance upon the Assumptions and information provided by Customer to OT, including information comprising the Customer Responsibilities. Customer represents and warrants to OT that all Assumptions and information provided to OT in connection with the Order are complete and accurate as of the time they are provided by Customer. If such Assumptions or information are ever no longer complete and/or accurate, Customer agrees to promptly inform OT of any appropriate revisions and/or updates. Customer acknowledges that any such revisions and/or updates may result in modification of the fees, expenses, or expected time of performance theretofore provided by OT.
- d. Unless Customer has entered into a separate Order for hosting Services and/or comprehensive managed review prior to the expiration of the High Efficiency Managed Review term, the Order will immediately terminate with regard to High Efficiency Managed Review Services upon completion of the one-month Initial Scoping Engagement. Upon such termination, Customer will no longer have access to the Services and OT will delete all Customer data within its systems. For avoidance of doubt, this section is applicable only with regards to High Efficiency Managed Review Services.

## 5. Forensic Collection Services:

- 1) **Forensic Collection Services.** Customer has requested certain forensic imaging services in connection with the Matter ("**LTFS Collection**"). Customer shall pay OT for the following LTFS Collection (as set forth in the Scope) at the pricing set forth above. Delivery of such services is dependent on Customer complying with the requirements as set forth below.
  - a. Scope: Onsite or remote collection from Customer-identified sources. Total custodians and devices currently being scoped by Customer are to be determined by mutual agreement of the parties and will be from Customer's system and from custodial email accounts.
  - b. In the event of onsite technical collection, Customer will provide an appropriate working environment. This environment will be established and maintained by the Customer throughout the period the Services are being provided. This includes all required office/technical infrastructure such as office furniture, standard office supplies (paper, pens, etc.) copy machine, phones, internet access, 24-hour unrestricted access to the facilities and equipment, if required, appropriate power supplies for all required equipment and any equipment, such as air conditioning, required to ensure an appropriate climate controlled environment.



- c. Customer must provide the following for use by OT or its subcontractor for all LTFS Collection:
  - i. A work area that has the capacity to be locked for security purposes when a forensic analyst is not present;
  - ii. Electricity for physical forensic tools and to ensure continuity of the collection and imaging processes;
  - iii. Internet connectivity as we have to tap into our lab for certain lab tools and scripts on an ad hoc basis;
  - iv. Access to USB ports on machines (not locked down);
  - v. Administrative and user-specific credentials (usernames and passwords) as warranted on specific cloud-based, server and machine collections; and
  - vi. Contact information for logistical purposes and for authorized chain of custody execution.
- d. If Onsite Collection or Forensic Testimony is required, Customer is responsible for travel related expenses as well as fees (at standard rates) for travel time. Such expenses are not included in the pricing table above. Customer shall reimburse OT for all travel and related expenses incurred in performing services for Customer under the Order. Fees and expenses shall be invoiced on a monthly basis for the activity of the prior month.
- e. Customer agrees that OT shall have a right to notify law enforcement if, during the performance of the Services, OT (a) observes information that, in the opinion of OT, may constitute child pornography, (b) believes in its opinion that continued performance of the LTFS services will commit or aid and abet any crime, or (c) discovers evidence of the planning of a future crime. In such an event, OT may notify Customer of such evidence, and Customer agrees that OT has a right to discontinue performance of the Services and/or terminate the Order, without liability or penalty.
- f. Customer will defend, indemnify and hold OT (and its officers, directors, agents and employees) harmless from any and all losses, liabilities, suits, damages, claims, demands, and expenses (including, without limitation, reasonable attorneys' fees), whether based on contract, tort (including strict liability) or crimes, resulting from a claim by a third party (for clarity, the term "third party" includes but is not limited to a government entity, as well as Customer employees and agents) based on actions by OT undertaken upon the instructions of Customer.
- g. OT makes no guarantee that Forensic Testimony provided will be admissible or persuasive in court. Customer is responsible for conducting its own due diligence / vetting activity as it would in the ordinary course of procuring such services.

## 6. Recon Investigation Services:

- 1) OT's Recon Investigation Services team will at all times work under the supervision and control of the Customer and its counsel.
- 2) **No Legal Advice:** Customer recognizes that OT is not a law firm, is not licensed to practice law, and has not been retained to provide legal advice or services.
- 3) Recon Investigation Services shall be performed subject to an applicable SOW.

## 7. OpenText Core eDiscovery PRIZM Subscription:

- 1) The OpenText Core eDiscovery Term Services Fee shall be invoiced monthly in advance as set forth above, commencing with the Effective Date during the Initial Term; and if renewed, then again at or around the beginning of the Renewal Term and each year thereafter for the duration of such Renewal Term at the rate set forth in the paragraph below. If the Order or the Agreement terminates prior to the payment of any such fees, then the unpaid fees shall be immediately due and owing as of the date of termination, whether or not invoiced. In the event of termination of the Order before the end of the Initial Term, fee prepaid or owed for the OpenText Core eDiscovery Term Services Fee shall not be subject to refund or credit. For all other fees, in the event of termination of the Order before the end of the Initial Term, Customer must provide at least sixty (60) days prior written notice; and on the effective date of termination, the following shall be immediately due and payable: (a) all fees for Services rendered up to the date of termination consistent with the foregoing whether or not previously invoiced; and (b) reoccurring fees that would have been incurred for the remainder of the Initial Term or Renewal Term but for the earlier termination.
- 2) Notwithstanding the Termination section in the Standard Terms, there is no termination for convenience during the Initial Term or any Renewal Term. However, either party may provide notice of nonrenewal to the other sixty (60) days prior to the end of the Initial Term or any Renewal Term (defined below) thereafter. If neither party provides timely notice of renewal, then the Order shall renew immediately following the then current term for the same number of months and with exactly the same provisions as the Initial Term (each a "**Renewal Term**"). For avoidance of doubt, OT may invoice Customer in advance of the Renewal Term. Invoices for each year within the Renewal Term and any subsequent year thereafter shall include a five percent (5.0%) increase over the prior year's then current subscription fees.
- 3) As used in the PRIZM product, "**Active Storage**" shall mean data in either the Investigation database or Review database, but not where such data is in a "turned off" status for the entire month for which data is present (where month is measured from the first day of a calendar month through the last day of that calendar month).
- 4) As used in the PRIZM product, "**Inactive Storage**" shall mean data either (a) in the ECA database, or (b) the Investigation or Review database is in a "turned off" status for the entire month (where month is measured from the first day of a calendar month through the last day of that calendar month).
- 5) Extensions to the capacities listed herein may be contracted for by mutually agreed amendments to the Agreement being entered into by the Parties. Such purchase to be invoiced annually and paid upfront. The block fee described herein is an absolute commitment and not subject to refund or credit.



## 8. OpenText Core Legal Hold:

- 1) The OpenText Core Legal Hold fees (subscription) shall be invoiced annually at the rates stated in the table above, commencing with the Effective Date and if renewed, then again at or around the beginning of the Renewal Term. The Site Set Up and Implementation fee shall be invoiced commencing with the Effective Date. Notwithstanding the Termination section in the Standard Terms there is no termination for convenience, and if the Order terminates prior to the end of the then current Term, then the unpaid fees set forth in the Order shall be immediately due and owing as of the date of termination, whether or not invoiced.
- 2) Either party may provide notice of nonrenewal to the other at least sixty (60) days prior to the end of the Initial Term or any Renewal Term (defined below) thereafter. If neither party provides timely notice of renewal, then the Order shall renew immediately following the then current term for the same number of months (each a “**Renewal Term**”). For avoidance of doubt, OT may invoice Customer in advance of the Renewal Term. Invoices for each year within the Renewal Term and any subsequent year thereafter shall include a five percent (5.0%) increase over the prior year’s subscription fees

## 9. OpenText Core Insight Text Translation Services:

The text of foreign language\* documents identified by or on behalf of the Customer can be sent to Amazon Translate for machine translation services (translating from one Amazon Translate supported human readable language to another). Customer is responsible for indicating language to be translated. Customers shall be billed monthly in arrears for this service at prices as stated in the Order.

\*Language translation services are for those languages that Amazon Translate supports. Document text is sent with encryption to Amazon Translate for purpose of translation and returned encrypted after translation.

## 10. OpenText Core eDiscovery Text Translation Services:

The text of foreign language\* documents identified by or on behalf of the Customer can be sent to Amazon Translate for machine translation services (translating from one Amazon Translate supported human readable language to another) via an in-app batch job request, at prices as stated in the Order invoiced monthly in arrears. Customer is responsible for indicating language to be translated. Use of this service may require one-time entry of a feature activation token provided by OT to Customer, which can be entered by Customer’s administrative user or, upon Customer’s request, by OT. Customer hereby authorizes OT to enter the feature activation token on behalf of Customer, as well as to send translation documents on Customer’s behalf as part of project management activities provided to Customer for Customer’s Matter(s).

\*Language translation services are for those languages that Amazon Translate supports. Document text is sent with encryption to Amazon Translate for purpose of translation and returned encrypted after translation.

## 11. OpenText Core Insight Audio Transcription Services:

- 1) Video Conversion: Video native files identified by or on behalf of the Customer can be sent to AWS Elemental MediaConvert (or related Amazon entity) for machine conversion services via an in-app batch job request to convert the files into a playable format within OpenText Core Insight, at prices as stated in the fee table above, invoiced monthly in arrears. Redacted video native files identified by or on behalf of the Customer for production can be sent to AWS Elemental MediaConvert (or related Amazon entity) for machine conversion services via an in-app production job request to burn in the redactions within OpenText Core Insight, at prices as stated in the Order, invoiced monthly in arrears. There is no charge for files that fail conversion. Files must comply with OT’s reasonable conversion requirements.
- 2) Audio Transcription: The audio track of audio and video media files identified by or on behalf of the Customer can be sent to Amazon Transcribe for machine transcription services in the dominant language spoken in the media file\*, via an in-app batch job request, at prices as stated in the Order, invoiced monthly in arrears. A transcription job cannot be triggered for files that do not have an audio track. Files that are not Amazon Transcribe supported must be converted before they can be transcribed, see Video Conversion described above. There is no charge for files that fail transcription.  
\*Dominant language identification is for those languages that Amazon Transcribe supports. If an audio track contains multiple languages, the automatically identified dominant language is used for the entire transcribed text.
- 3) For both Video Conversion and Audio Transcription services, audio tracks and audio and video native files are sent with encryption to AWS Elemental MediaConvert and/or Amazon Transcribe for purpose of conversion and transcription and returned encrypted after conversion and transcription. Use of these services may require one-time entry of a feature activation token provided by OT to Customer, which can be entered by Customer’s administrative user or, upon Customer’s





request, by OT. Customer hereby authorizes OT to enter the feature activation token on behalf of Customer as well as to send, for conversion or transcription, documents on Customer's behalf as part of project management activities provided to Customer for Customer's Matter(s).

## 12. OpenText Core eDiscovery Audio Transcription Services:

- 1) Video Conversion: Video native files identified by or on behalf of the Customer can be sent to AWS Elemental MediaConvert (or related Amazon entity) for machine conversion services via an in-app batch job request to convert the files into a playable format within OpenText Core eDiscovery Investigation or Review & Analysis, at prices as stated in the Order, invoiced monthly in arrears. Redacted video native files identified by or on behalf of the Customer for production can be sent to AWS Elemental MediaConvert (or related Amazon entity) for machine conversion services via an in-app production job request to burn in the redactions within OpenText Core eDiscovery Review & Analysis, at prices as stated in the Order, invoiced monthly in arrears. There is no charge for files that fail conversion. Files must comply with OT's reasonable conversion requirements.
- 2) Audio Transcription: The audio track of audio and video media files identified by or on behalf of the Customer can be sent to Amazon Transcribe for machine transcription services in the dominant language spoken in the media file\*, via an in-app batch job request, at prices as stated in the Order, invoiced monthly in arrears. A transcription job cannot be triggered for files that do not have an audio track. Files that are not Amazon Transcribe supported must be converted before they can be transcribed, see Video Conversion described above. There is no charge for files that fail transcription.  
\*Dominant language identification is for those languages that Amazon Transcribe supports. If an audio track contains multiple languages, the automatically identified dominant language is used for the entire transcribed text.
- 3) For both Video Conversion and Audio Transcription services, audio tracks and audio and video native files are sent with encryption to AWS Elemental MediaConvert and/or Amazon Transcribe for purpose of conversion and transcription and returned encrypted after conversion and transcription. Use of these services may require one-time entry of a feature activation token provided by OT to Customer, which can be entered by Customer's administrative user or, upon Customer's request, by OT. Customer hereby authorizes OT to enter the feature activation token on behalf of Customer as well as to send, for conversion or transcription, documents on Customer's behalf as part of project management activities provided to Customer for Customer's Matter(s).

## 13. OpenText Core eDiscovery Aviator:

- 1) Aviator leverages generative artificial intelligence (AI) with a Large Language Model (LLM) from Anthropic on Amazon Bedrock to generate content and respond to prompts (collectively, "**Outputs**") at prices as stated in the Order, invoiced monthly in arrears.
- 2) Aviator sends, via an in-app batch job request, documents and information (collectively, "**Inputs**") from the Customer's Amazon Web Services, Inc., environment with encryption to Anthropic on Amazon Bedrock for the LLM services and Outputs are returned encrypted. Use of these services may require one-time entry of a feature activation token provided by OT to Customer, which can be entered by Customer's administrative user or, upon Customer's request, by OT. Customer hereby authorizes OT to enter the feature activation token on behalf of Customer as well as to send, for Aviator services, documents and information on Customer's behalf as part of project management activities provided to Customer for Customer's Matter(s).
- 3) When Aviator is enabled, users will see the Aviator icon  or the Aviator Chatbot icon  in the OpenText Core eDiscovery front end user interface to remind them they are using Aviator features. These icons contain the following mouseover text: "Aviator leverages generative artificial intelligence (AI) with a Large Language Model (LLM), to generate content and respond to your input. OpenText does not guarantee the accuracy of AI-generated responses and/or rights to use them. It is OpenText's customer's responsibility to apply judgement and consider multiple sources before making any decisions."
- 4) Artificial Intelligence Technologies. The Product provided by OT may include and/or enable the use of predictive algorithms, generative artificial intelligence, and/or other components commonly referred to as artificial intelligence technologies ("**AI Components**"), all of which may be provided by third parties (see subsection (e), below). Customer agrees to the following:
  - (a) The AI Components may use or analyze Customer data based on parameters that have been determined, identified, and/or defined by Customer. Customer's choice of parameters and the types of Customer data which are Inputs into the relevant Products may include assumptions, biases and limitations which will affect the effectiveness, quality, relevance and accuracy of the outputs.



- (b) The quality of the Outputs resulting from AI Components depends on the quality of the Inputs. The quality of the Inputs is the sole responsibility of Customer.
  - (c) Use of AI Components does not replace decision-making and judgement by natural individuals. The AI Components are intended to provide additional knowledge to support such decision making and judgement. Customer remains solely responsible for any decisions taken and judgements as a result of the Outputs. Customer agrees that OT shall have no liability resulting from (i) the creation and/or use of the Outputs, and/or (ii) any decisions resulting from the use of the Outputs. Unacceptable risk use (as defined in EU AI Act or per industry standards) is prohibited.
  - (d) For all AI Components that use large language models (including other technology affiliated with generative artificial intelligence), the nature of the technology may limit (i) the protection of privacy, (ii) rights to use, and/or (iii) the accuracy of the Outputs. Therefore, OT does not guarantee (i) the protection of privacy, (ii) rights to use, and/or (iii) the accuracy of the Outputs with regard to such AI Components and/ or use of such models and related technologies.
  - (e) Access to and use of any third-party products including and/or enabling AI Components may be subject to Customer agreeing to additional terms as notified to Customer or its user(s) at the time of order, installation, enablement, access or use of the relevant third-party service/product, and/or which may be as specified in paragraph 6 below, incorporated and made part of this Agreement.
  - (f) Applicable laws may provide for additional requirements concerning the use of AI Components in certain contexts, services or projects. Customer is solely responsible for identifying and complying with the requirements applicable to the implementation and use of the relevant services and products (including AI Components) in Customer's processes.
  - (g) OT shall be entitled to use, develop or share its experience and knowledge (including processes, ideas, statistical and other information) acquired by it in connection with the Products ("**Services Statistics**") provided that any such use of the Services Statistics by OT is in a manner or form whereby (i) the Customer is not identified as a source of any such Service Statistics; and (ii) any data arising from the Services Statistics is anonymized.
- 5) Access to and use of AI Components herein involves the processing of personal data by third parties such as Amazon Bedrock as sub-processor.
- 6) Anthropic Terms. Customer acknowledges and agrees that the Aviator Services covered by these eDiscovery Additional Terms uses certain AI functionality offered by Anthropic and that OT is required to pass through certain terms and conditions regarding the use of such functionality. Accordingly, Customer agrees to comply with all terms and conditions of the End User Software License (EULA) posted at: <https://aws.amazon.com/legal/bedrock/third-party-models/>. Customer agrees to indemnify and hold OT harmless from any breach of the terms and conditions of such EULA committed by Customer or any of its users. Customer acknowledges and agrees that OT shall have no liability or responsibility for any claims, causes of action, losses, harm, or any other liability resulting from Customer's use of such AI functionality.
- 7) Use of Large Language Models (LLMs). OT may use one or more LLMs to support the features, functionality, or services provided under the Agreement. OT reserves the right, at its sole discretion and without notice, to modify, update, replace, or discontinue any LLM, including by switching to different model architectures, vendors, or configurations, provided that such changes do not materially degrade the overall functionality of the Services. Customer acknowledges that (a) LLMs are continuously evolving, (b) model selection, performance characteristics, and outputs may vary over time, and (c) OT may optimize or substitute LLMs to improve performance, accuracy, security, or efficiency, or to respond to technical, legal, or business requirements. Unless otherwise expressly agreed in writing, no specific model version, vendor, or output is guaranteed, and Company makes no representation or warranty regarding the continuity of any particular LLM configuration.