

# opentext™

The Information Company™

## EnCase® Services

Handbook for purchasers of EnCase  
Professional and Learning Services

### Overview

Open Text Corporation and its Affiliates (“OT”) provide EnCase implementation, health check, upgrade, staff augmentation, risk advisory services, security services, and learning services through OT’s Professional Services (“OT PS”) and Learning Services groups. These programs allow OT’s customers (“Customer(s)”) to subscribe to an OT EnCase Program (referred to herein as “EnCase Program”) as further described below or to purchase consulting hours on an ad-hoc basis. The EnCase Program service offerings are governed exclusively by the terms and conditions as set forth in this handbook (“Handbook”) and the then-current version of the applicable OT Professional Services Agreement (available upon request or at [www.opentext.com/agreements](http://www.opentext.com/agreements)) (“Program Terms”), which are hereby incorporated into this Handbook by reference. Your purchase of an EnCase Program or the commencement of performance shall constitute your acceptance of the Handbook and Program Terms. Capitalized terms referenced in this Handbook but not defined herein shall have the meaning ascribed to it in the then-current version of the OT Professional Services Agreement (available upon request or at [www.opentext.com/agreements](http://www.opentext.com/agreements)). In the event of any inconsistency or conflict between the terms and conditions of this Handbook and any other negotiated, signed agreement between OT and Customer, this Handbook shall prevail but only with respect to the EnCase Program to be provided hereunder.



## A. Professional Services

### 1. ENCASE ADVISORY PROGRAM (“EAP”)

EAP is a professional services relationship that maximizes Customer’s return on investment in OT’s EnCase suite of Software products by focusing on analysis, planning, environment support, and continuous assessment of Customer’s utilization of EnCase Software. EAP enables access to technical resources, including professional services, technology, industry knowledge, and executive support. OT customizes EAP to meet Customer’s specific business needs, considering Customer’s current infrastructure status, assessing current practices, and allowing for planned growth.

#### 1.1 EAP Service Offerings

EAP comprises three general categories of service offerings. The Product Readiness Service Offering is designed to assist Customer with installation of Software, including Upgrades, providing product enhancements, aligning Customer’s use of the software to best practices, staff augmentation and periodic reviews of Customer’s Software deployment. The Risk & Compliance Advisory Service Offering evaluates Customer’s cybersecurity controls and internal processes against industry standards and its ability to comply with various regulatory frameworks. Vulnerabilities in Customer’s environment are identified, and training on best practices is conducted. The Digital Forensics & Incident Response (“DFIR”) Service Offering consists of forensic investigations performed by OT PS to detect and respond to actual and threatened breach scenarios existing throughout Customer’s organization. In addition, the DFIR team can offer a full managed security service program addressing threat detection, response, and remediation.

The individual components associated with each of the EAP Service Offerings are detailed in the following tables.

Product Readiness Service Offering		
Service Component	Detailed Description	Deliverables
<u>EnCase installation / upgrades</u>	<ul style="list-style-type: none"><li>Experienced consultants with real world expertise work with Customer to provide the following</li><li>High-level design/scoping of initial deployment of EnCase products</li><li>Recurring Health Checks / Upgrades</li><li>Scoped to network configuration and business goals</li></ul>	Installation Report/ Customer Architecture Document
<u>EnCase enablement</u>	<ul style="list-style-type: none"><li>Workflow development</li><li>Best practice knowledge transfer</li><li>Incident and problem management to agreed SLAs</li><li>Product customizations</li></ul>	Reporting/Documentation



<u>EnCase assist</u>	<ul style="list-style-type: none"> <li>Enhanced proactive and preventative services delivered directly by OT PS experts</li> <li>Dedicated Services Program Manager to ensure delivery</li> <li>Continuous improvement and operation optimization</li> <li>Case work / engagement support / staff augmentation</li> </ul>	Status Reports/ Documentation
<u>EnCase manage</u>	<ul style="list-style-type: none"> <li>Enhanced, proactive and preventative services delivered directly by OT PS experts</li> <li>Dedicated Services Program Manager to ensure delivery</li> <li>Continuous improvement and operation optimization.</li> <li>Recurring monthly Audits</li> <li>Recurring Quarterly Health Checks</li> <li>Quarterly Business Reviews</li> <li>Bi-annual upgrades</li> </ul>	Status Reports/ Health Checks/ Install Reporting/ Acceptance Test Reporting

Risk & Compliance Advisory Service Offering		
<u>Service Component</u>	<u>Detailed Description</u>	<u>Deliverables</u>
<u>Risk advisory assessments</u>	<ul style="list-style-type: none"> <li>Consultative risk-based reviews of cyber security controls</li> <li>Benchmarking against best practices such as NIST CSF, CIS Top 20, and ISO 27002</li> <li>Measure ability to comply with regulatory mandates such as HIPAA, GDPR, and 23 NYCRR 500</li> </ul>	Findings Report including: <ul style="list-style-type: none"> <li>Executive Summary</li> <li>Control Maturity Benchmarking</li> <li>Identified Issues</li> <li>Recommendations for Improvement</li> </ul>
<u>Policy &amp; Procedure Documentation Review</u>	<ul style="list-style-type: none"> <li>Analysis of the adequacy and completeness of incident response policy or procedure documentation against best practice (NIST 800-61 rev.2)</li> <li>Improve the structure, flow, content, and communication of policy &amp; procedural documentation</li> </ul>	Final Report including: <ul style="list-style-type: none"> <li>Executive Summary</li> <li>Identified gaps</li> <li>Recommendations for Improvement</li> </ul>
<u>Security and Incident Response Training</u>	<ul style="list-style-type: none"> <li>Curated Table-top exercises reinforce cyber security best practices and use of OT solutions in responding to incidents</li> <li>Security Awareness Workshops on cyber security best practices</li> </ul>	Final Report including: <ul style="list-style-type: none"> <li>Executive Summary</li> <li>Listing of Participants</li> <li>Table-top Scenarios</li> <li>Recommendations for Improvement</li> </ul>



<u>Data Classification</u>	<ul style="list-style-type: none"> <li>• Use of OT tools and services to periodically identify the existence of personal or sensitive information for data at rest, in transit, and in the cloud</li> <li>• Compliance data discovery in support of regulatory efforts</li> </ul>	Final Report including: <ul style="list-style-type: none"> <li>• Executive Summary</li> <li>• Recommendations for Improvement</li> <li>• Listing of Identified Information including data location, security of data and recommended actions.</li> </ul>
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Digital Forensics & Incident Response (DFIR) Service Offering		
<u>Service Component</u>	<u>Detailed Description</u>	<u>Deliverables</u>
<u>Insider Threats</u>	<ul style="list-style-type: none"> <li>• Forensic investigations of endpoints, Mobile Devices and the cloud</li> <li>• Detection of malicious insider actions within corporate environments</li> <li>• Determine organizational risk and data exposure resulting from malicious insider behavior</li> </ul>	Findings Report
<u>Breach Response</u>	<ul style="list-style-type: none"> <li>• Provide reactive incident containment to detect persistence, impact, and evasion behavior providing a root cause analysis</li> <li>• Provide control remediation recommendations</li> <li>• Identify and secure evidence in support of potential breach scenarios</li> </ul>	Breach Report
<u>Threat Hunting</u>	<ul style="list-style-type: none"> <li>• Provide preventative, proactive support to identify or validate the existence of threats and/or malicious activity within and across the cyber kill chain</li> <li>• Quickly find patterns, relationships and indicators of compromise.</li> </ul> <p>Utilizing advanced AI and Machine Learning to discover potential Zero-Day threats before they can attack the environment both on-premise and the cloud</p>	Findings Report
<u>Vulnerability Scanning &amp; Penetration Testing</u>	<ul style="list-style-type: none"> <li>• Vulnerability scanning of operating systems, services and applications to discover improper configurations or risky end-user behavior</li> <li>• Vulnerability scanning in support of compliance requirements such as Open Web Application Security Project's (OWASP) top-ten security controls, PCI or HIPAA</li> <li>• Web Application Pen-testing using offensive techniques attackers leverage in exploiting web application servers to discover security gaps</li> </ul>	Findings Report



## 1.2 EAP Units

EAP packages are sold with a fixed number of “Units” as indicated on Customer’s sales quotation. Each Unit is convertible into a corresponding number of consulting hours depending on the specific task requested to be performed. Tasks associated with the Service Program Manager resource consume 0.86 Units per hour of work performed. Tasks performed by Technical Consultants, in general, consume Units at a rate of 1 Unit per hour of work performed. Incident/Breach Response related Services consume EAP Units at a rate of 1.38 Units per hour of work performed.

## 2. EnCase Implementation and Health Check / Upgrade Services Offerings

This section includes a catalog and description of EnCase Implementation and Health Check / Upgrade Services Offerings, with examples of deliverables, where applicable. As stated in the terms and conditions section, any estimates of work effort related to the proposal are for planning purposes only. OT will provide Services, i.e. a Professional Services resource working with the Customer or working on Customer tasks – up to the number of PS hours purchased.

### 2.2 Health Check

The Health Check service supports the proactive identification of potential problems in the configuration and usage of the EnCase Software. A check will be carried out on the EnCase Software’s architecture and installation, configuration, database, and implementation performance. The result of this verification will be summarized in a written report providing an overview of the checks performed and containing recommendations for any improvements. The schedule for these activities is determined with the Customer at the start of the program. OT PS personnel will review the EnCase Software configuration against OT best practices, noting areas of improvement, if any. Findings will be shared with the Customer. As part of the Health Check the OT PS will establish SAFE server connectivity, perform an Enterprise sweep from the EnCase desktop client, conduct remote collections over Customer’s network using the Enhanced EnCase Agent, and perform a Snapshot Test. For EnCase eDiscovery customers, OT PS will also perform a sample collection of data using EnCase eDiscovery, provides an early case assessment (ECA) with the Encase Web client, and tests Customer’s SMTP email configuration. For EnCase Endpoint Security Customers, OT PS will also establish connectivity to the reputation service.

### 2.3 Installation, System Review and Recommendations

In preparing Customer’s environment for software implementation, OT PS will conduct a project kickoff meeting, identify customer staff that will facilitate the installation process and confirm their availability for project related tasks. OT PS will establish an environmental baseline of Customer’s existing IT infrastructure, confirming Customer’s hardware, network and software availability, and will validate Customer’s hardware configuration against recommended operating requirements. OT PS will install the EnCase core components on target servers and workstations, distribute servlets/agents to a designated subset of Customer’s network endpoints, and set up EnCase connectors to repositories and file shares. OT PS will test the operational performance of the deployed software within the EnCase environment. OT PS will review data storage configurations within Customer’s data archival system. OT PS will make recommendations to Customer for system improvements, including identifying optimal processing environments and storage configurations and recommending placement of core software components



(Examiners, SAFEs, databases) on target machines. OT PS will conduct an upgrade assessment in which it will conduct a current system review (hardware, modules, index, database, patches, client components, integrations) and review Customer’s existing upgrade plans.

## 2.4 Tasks and Deliverables

The following table lists the specific tasks associated with EnCase Implementation and Health Check Services.

<b>Task Overview</b>	<b>Detailed Description*</b>
Conduct stakeholder/ end user interviews	Work with Client to identify: <ul style="list-style-type: none"> <li>• key stakeholders</li> <li>• software use cases</li> <li>• endpoint locations</li> <li>• pain points in using the software</li> <li>• Conduct Q&amp;A session</li> </ul>
Infrastructure Mapping	<ul style="list-style-type: none"> <li>• Develop mapping of Customer’s computing environment</li> <li>• Review component locations</li> <li>• Review “fail-over” components</li> </ul>
Health Check Tests	<ul style="list-style-type: none"> <li>• Establish SAFE Connectivity</li> <li>• Sweep Enterprise from client desktop</li> <li>• Perform Remote Collection Using Enhanced Agent</li> <li>• Use eDiscovery - Collect Data</li> <li>• ECA review in Encase Web</li> <li>• Test SMTP email Configuration</li> <li>• Snapshot Test</li> <li>• File Collection</li> <li>• Reputation service connectivity</li> </ul>
Installation/ Upgrade	<ul style="list-style-type: none"> <li>• Pre-implementation preparation</li> <li>• Conduct a Project Kickoff meeting</li> <li>• Confirm Customer’s team players and availability</li> <li>• Confirm hardware, network and software availability</li> <li>• Validate hardware and establish connectivity</li> <li>• Deploy EnCase Infrastructure</li> <li>• Deploy servlet to subset of systems               <ul style="list-style-type: none"> <li>- Connector(s)</li> <li>- File Shares</li> </ul> </li> <li>• Perform testing in EnCase environment</li> </ul>
Data archival System	Review data storage locations
Make Recommendations	<ul style="list-style-type: none"> <li>• Processors</li> <li>• Storage configurations</li> <li>• Suggest Component placement (Examiners, SAFEs, DBs)</li> <li>• Discuss upgrade path</li> </ul>

\*Deliverables may include Client Architecture Documentation and periodic status reports.



### 3. Services Program Manager (“SPM”)

A Services Program Manager is a foundational component of EAP or Encase Implementation & Health Check / Upgrade offerings. The SPM is part of the OT PS team and is specialized in managing the delivery of the Professional Services. The SPM’s responsibilities are set forth in the following table:

Service Program Manager	
Task	Frequency
Primary services liaison (Service Program Manager)	On-going
Program kick-off meeting (remote)	Upon Signature
Issue management and oversight	On-going
Status calls	As needed
Escalation management	As needed
Create a project plan based on Customer requirements/ requests	As needed
Manage resource scheduling and any rescheduling requirements	As needed
Attend Customer project meetings	As needed
Produce Budget or EAP Units burn reporting	Monthly
Deliver monthly highlight reports to communicate status of delivery of the agreed OT deliverables	As needed
Handle change management for OT deliverables	As needed
Handle change requests	As needed

## 4. General Terms and Conditions Applicable to Professional Services Packages

### 4.1 Time and Materials Contract

Unless separately agreed in writing, Services shall be provided on a time and materials (“T&M”) basis at expressly agreed upon rates, or if none are agreed upon, then at OT’s standard rates then in effect. On a T&M engagement, if an estimated total amount is stated in a SOW, that amount is solely a good faith estimate for Customer’s budgeting and OT’s resource scheduling purposes and not a guarantee by OT that Services will be completed for that amount. All estimated amounts are payable in advance of the performance of Services. If the estimated amount is expended, OT may continue to provide Services on a T&M basis under the same rates and terms.

### 4.2. Location of Services; Travel Expenses

Health Check Services packages are performed remotely. Implementation Packages may be performed remotely or onsite at Customer’s designated facilities. EAP encompasses both remote and onsite deployment of technical personnel. Unless otherwise noted in Customer’s sales quotation, quoted rates are exclusive of domestic travel costs including lodging, airfare, transportation, meals, parking and other travel related expenses. Expenses for travel requested on an emergency or urgent basis as well as international airfare are billed separately as they are incurred. Expenses for travel requested under an EAP engagement are billed as they are incurred. For onsite implementation engagements, Customer has the option to purchase services at an hourly rate that is inclusive of standard travel related expenses



(T&E), which covers domestic travel booked on a non-urgent basis. For a forty (40) hour engagement, the T&E includes one (1) round trip visit to and from Customer's designated location. For an eighty (80) hour engagement, the T&E includes up to two (2) round trip visits to and from Customer's designated location. Expenses for any travel requested by Customer in excess of the foregoing limits will be billed as they are incurred.

### **4.3 Duration of Services**

The Services purchased shall expire one (1) year from the Effective Date of Customer's purchase. If Customer fails to schedule the Services within this time period, any balance paid for such Services shall be forfeited and will not be refunded by OT or applied to future Services orders.

### **4.4 Scheduling of Services; Cancellations**

OT normally requires confirmation of this Performance Schedule at least 48 hours prior to onsite deployment of OT consultants within the continental U.S. and at least 72 hours prior confirmation for international onsite deployment. If Customer confirms the start date but re-schedules or cancels such start date within ten (10) calendar days of such start date, OT reserves the right to invoice Customer (and Customer agrees to pay such invoice) for (a) OT's actual costs incurred as a result of such re-scheduling or cancellation, and (b) fifty percent (50%) of the aggregate engagement fee if OT, after making commercially reasonable efforts to do so, is unable to re-allocate the scheduled consultant(s) to another engagement during the scheduled dates.

### **4.5 Working Hours**

A work day is eight (8) hours between 9AM-6PM local time (which includes a one hour lunch), Monday-Friday, excluding OT recognized holidays. Hours billed outside these parameters or any hours in excess of eight hours in one workday may be subject to additional charges or fees. Unless otherwise agreed between OT and Customer, onsite work shall be performed Monday-Friday during normal business hours (generally 9:00am - 6:00pm local time). If air/rail travel is necessary for onsite work, OT employees travel Monday mornings to arrive at a reasonable start time and generally depart by 5:00pm on Friday. OT assumes weekend travel is not necessary for a project. All time spent at the Customer site or traveling from one Customer site to another will be billed at the hourly (or per Unit) rates quoted to Customer. If weekend travel is required, travel time may be applicable and must be agreed to by both parties in a Change Request. Customer agrees that unless otherwise agreed in writing, OT's travel time to Customer's site is generally billable and all international travel time is billable. Unless agreed in writing with Customer, all work is assumed to be performed over consecutive business days/weeks. The minimum engagement for onsite work is eight (8) hours.

### **4.6 Indemnification**

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)(collectively, "Claims"), 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, either as set forth in an SOW or as subsequently communicated to OT.





## 4.7 OT's Right to Terminate Services

Customer agrees that OT shall have a right to notify law enforcement and terminate this Agreement 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 Services will commit or aid and abet any crime, or (c) discovers evidence of the planning of a future crime, OT shall immediately notify Customer of such evidence and have a right to discontinue performance of Services and immediately terminate this Agreement, without liability or penalty.

# B. Learning Services

These Terms and Conditions for Enrollment in Software Training Class ("Terms") set forth the basis upon which OT will provide enrollee ("Enrollee") training classes using EnCase course materials ("EnCase Course Materials"). Your purchase of, attendance at, or use of any educational materials related to, a training class constitutes your agreement to these Terms in regard to such training class.

## 1. Program Specific Terms and Conditions

### 1.1 Standard Classes

Classes must be taken within 12 months of purchase date. Failure to take a class within 18 months of purchase will forfeit the fees paid. Tuition may be refunded up to 60 days after purchase date for unused classes.

### 1.2 Flex Training Package Program ("FTP")

- The FTP minimum purchase is five seats.
- Each individual attending a course will use one seat. Individuals attending multiple courses will use one seat per class.
- FTP seats may be used by any combination of people, but the FTP is not unlimited access to training courses.
- FTP seats are valid for 12 months. Unused FTP seats will be forfeited upon expiration.
- FTP seats may be used for any and all EnCase courses, provided that the prerequisites are met.
- FTP seats are only valid for classroom training at OT-owned training facilities in Pasadena, CA (Los Angeles, CA); Dulles, VA (Washington, DC); and Reading, UK.
- FTP seats may be used for any and all EnCase® Training OnDemand courses, provided that the prerequisites are met.
- FTP seats may be used for any and all EnCase® Training vClass courses, provided that the prerequisites are met.
- FTP seats do not cover certification testing fees.
- All purchases are final, and there are no refunds or exchanges.

Please note: Registrations are not guaranteed; a class may be full or cancelled due to lack of enrollments. No discounts are available. The FTP Program cannot be combined with any other offer or program. This program is not offered at our Authorized Training Partners.

### 1.3 On Demand Classes

- Students have 60 days to complete each course. The 60-day period begins when the student has logged in and started viewing the online course content.



- OnDemand course manuals are only available in non-printable timed eBook format, physical manuals cannot be provided. The DRM program will prevent the manual from being printed or copied.
- Students must return unused materials within 60 days from the date of purchase to be eligible for a refund. All materials must be returned in resalable condition.
- The EnCase Annual Training Passport may be used for any of our Training OnDemand classes, provided that the holder meets the course prerequisites. Students may only be concurrently enrolled in two Training OnDemand classes.
- After purchasing an individual course, students have 12 months to use their Training OnDemand course credit (or for Annual Training Passport holders, until the Passport expires). Any unused credits will be forfeited after 12 months or when the passport expires.
- EnCase Training OnDemand students receive an electronic version of the same EnCase® certificate of completion as students participating in classroom training.
- Currently CPE credit is not available for Training OnDemand courses.

## 1.4 EnCase Annual Training Passport

- Passport orders will be processed when payment or pre-payments are received. The life of the Passport will begin either when the first class is taken or 30 days from the order date, whichever comes first, and will run for one year.
- The name and e-mail address of the person who will be using the Passport must be provided prior to order date.
- Passports are transferable only under the Passport Transfer Program. A transfer fee may apply.
- Passports may be used for any and all EnCase courses, provided that the prerequisites are met.
- Passports are only valid for classroom training at OT-owned training facilities in Pasadena, CA (Los Angeles, CA); Dulles, VA (Washington DC); and Reading, UK.
- Passports may be used for any and all EnCase® Training OnDemand courses, provided that the prerequisites are met. Students may only be concurrently enrolled in two Training OnDemand courses.
- OnDemand course manuals are only available in non-printable timed eBook format, physical manuals cannot be provided. The DRM program will prevent the manual from being printed or copied.
- Passports may be used for any and all EnCase® Training vClass courses, provided that the prerequisites are met.
- Passports do not cover certification testing fees.
- Students enrolled in EnCase Training vClass courses will be responsible for returning any training materials received should they cancel from the class without rescheduling. Failure to return training materials from student-cancelled EnCase Training vClass courses will result in a cancellation fee.
- All purchases are final and there are no refunds or exchanges.

Please note: Registrations are not guaranteed; a class may be full or cancelled due to lack of enrollments. No discounts are available. The Passport Programs cannot be combined with any other offer or program. This program is not offered at our Authorized Training Partners.

## 1.5 EnCase OnDemand Annual Training Passport

- OnDemand Passport orders will be processed when payment or pre-payments are received. The life of the Passport will begin either when the first class is taken or 30 days from the order date, whichever comes first, and will run for one or two years.
- The name and email address of the person who will be using the OnDemand Passport must be provided prior to order date.
- OnDemand Passports are transferable only under the Passport Transfer Program. Logging into a course and partial viewing will consider the passport as used.



- OnDemand Passports may be used for any and all EnCase® Training OnDemand courses, provided that the prerequisites are met.
- OnDemand Passports may be used to take any and all EnCase® Training OnDemand courses, one time each.
- Students may only be enrolled in two EnCase Training OnDemand courses concurrently.
- OnDemand course manuals are only available in non-printable timed eBook format, physical manuals cannot be provided. The DRM program will prevent the manual from being printed.
- OnDemand Passports do not cover classroom courses or EnCase® Training vClass courses.
- OnDemand Passports cannot be used for private onsite training classes.
- OnDemand Passports do not cover certification testing fees.
- All purchases are final and there are no refunds or exchanges.

Please note: Registrations are not guaranteed; a class may be full or cancelled due to lack of enrollments. No discounts are available. The Passport Programs cannot be combined with any other offer or program. This program is not offered at our Authorized Training Partners.

## 1.6 Passport Upgrade Program

- Only individuals who purchased the single tuition of a course (OT classroom, OnDemand, or vClass courses) are eligible for the Passport Upgrade program.
- Passport Upgrades must be purchased within 30 days of the original course.
- Passports Upgrades will run for one year from Upgrade purchase date.
- Passport Upgrades are not transferrable and may only be used by the student who attended the original course.
- Passports may be used for any and all EnCase courses, provided that the prerequisites are met.
- Passports are only valid for classroom training at OT-owned training facilities in Pasadena, CA (Los Angeles, CA); Dulles, VA (Washington DC); and Reading, UK.
- Passports may be used for any and all EnCase® Training OnDemand courses, provided that the prerequisites are met. Students may only be concurrently enrolled in two Training OnDemand courses.
- Passports may be used for any and all EnCase® Training vClass courses, provided that the prerequisites are met.
- Passports do not cover certification testing fees.
- Students enrolled in EnCase Training vClass courses will be responsible for returning any training materials received should they cancel from the class without rescheduling. Failure to return training materials from student-cancelled EnCase Training vClass courses will result in a cancellation fee.
- All purchases are final and there are no refunds or exchanges.
- Please note: Registrations are not guaranteed; a class may be full or cancelled due to lack of enrollments. No discounts are available. The Passport Programs cannot be combined with any other offer or program. This program is not offered at courses taught by our Authorized Training Partners and may not be sold through resellers.

## 1.7 Passport Transfer Fee

- Unused Passports can be transferred at no cost. Passports which have been used can also be transferred, but a transfer fee will apply.
- Transferred Passports may be used for any and all EnCase courses, provided that the prerequisites are met.
- Transferred Passports are only valid for classroom training at OT-owned training facilities in Pasadena, CA (Los Angeles, CA); Dulles, VA (Washington DC); and Reading, UK.



- Transferred Passports may be used for any and all EnCase® Training OnDemand courses, provided that the prerequisites are met. Students may only be concurrently enrolled in two Training OnDemand courses.
- Transferred Passports may be used for any and all EnCase® Training vClass courses, provided that the prerequisites are met.
- Transferring a passport does not renew the current term of the passport. The expiration date of the passport shall remain the same as the original term.
- Transferred Passports do not cover certification testing fees.
- Students enrolled in EnCase Training vClass courses will be responsible for returning any training materials received should they cancel from the class without rescheduling. Failure to return training materials from student-cancelled EnCase Training vClass courses will result in a cancellation fee.
- All purchases are final and there are no refunds or exchanges.

## 1.8 EnCE® Certification Bootcamp Terms

- Training seats are valid for 12 months from the date of purchase.
- Foundations in Digital Forensics with EnCase OnDemand and Building an Investigation with EnCase OnDemand classes purchased through this bundle may only be taken in the EnCase® Training OnDemand format.
- EnCE® Prep classes purchased through this bundle may be taken at any OT-owned training facility in Pasadena, CA (Los Angeles, CA); Dulles, VA (Washington, DC); and Reading, UK, or in the EnCase® Training vClass or OnDemand format.
- EnCE® Prep class attendees must meet the prerequisite requirement before attending class.
- All purchases are final and there are no refunds or exchanges.

Please note: EnCE® Prep course registrations are not guaranteed; a class may be full or cancelled due to lack of enrollments. No discounts are available. The EnCE® Bootcamp cannot be combined with any other offer or program. This program is not offered at our Authorized Training Partners.

## 2. General Terms and Conditions Applicable to Learning Services Packages

### 2.1 Enrollee's Responsibilities

Enrollee shall satisfy the requirements for Software Training Class as published or provided to Enrollee by OT prior to the start of such course. If Enrollee fails to do so, no refund or cancellation fee will be paid. Enrollee shall exhibit good conduct; OT reserves the right to refuse, limit or cancel any Software Training Class if Enrollee in the opinion of OT has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid. Enrollee agrees that all facilities and equipment licensed for use during the Software Training Class shall at the end of the Software Training Class be in the same condition as initially provided, wear and tear excepted. Software Training Classes that are taught online require streaming Internet to deliver the appropriate classroom experience to the remote user. The quality and stability of the connection can be impacted by the bandwidth available to the user. OT recommends using a wired Internet connection for online classes, or a Wi-Fi connection that is capable of sustaining a minimum of a 5MB download/upload speed. OT is not responsible for the quality of video or for lost connections based on the Internet connection or capability of the student.



## 2.2 Ownership and Protection of Intellectual Property Rights

"Intellectual Property Rights" as used in this Agreement means all rights, title, and interest in and to patent, copyright, trademark, trade secret, inventions, know-how and other Intellectual Property Rights pertaining to the Software Training Class including any documentation, materials or other information provided therein (the "Software Training Class Materials"). OT shall retain all Intellectual Property Rights to the Software Training Class Materials or pertaining to the Software Training Class and does not grant any rights in its Intellectual Property Rights, except the right of Enrollee to attend and participate in the Software Training Class, as described above. All such Intellectual Property Rights shall remain the sole and exclusive property of OT and OT reserves all rights not expressly granted to Enrollee. Enrollee may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of any software that relates to, constitutes, or is used in the Software Training Class. The Enrollee may not rent, disclose, lease, sublicense, assign, loan, sell, copy, or distribute any part of the Software Training Class or the Software Training Class Materials or make any other use of the Software Training Class or the Software Training Class Materials except his or her attendance at and participation in one training session of a Software Training Class. Enrollee shall have the limited right to use EnCase Course Materials solely for educational purposes. Enrollee agrees not to use recording equipment in any class without OT's prior written consent.

## 2.3 Privacy

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