



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 619426

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 000000103758

SO Doc ID: ISC2000000011

Legal Name: CONDUENT STATE & LOCAL SOLUTIONS INC

Published Date: 1/23/20

Alias/DBA:

Close Date: 1/30/20

Total Bid: \$316,800.00

Close Time: 13:30

Response Date: 01/30/2020

Status: Closed

Response Time: 12:58

Solicitation Description: Addendum 4-e-Discovery  
Softw are as a Service (OT19141)

Total of Header Attachments: 3

Total of All Attachments: 3



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 619426

Solicitation Description : Addendum 4-e-Discovery Software as a Service (OT19141)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-30 13:30:00	SR 0210 ESR01222000000004281	1

VENDOR

000000103758

CONDUENT STATE & LOCAL SOLUTIONS INC

Solicitation Number: CRFQ 0210 ISC2000000011

Total Bid : \$316,800.00

Response Date: 2020-01-30

Response Time: 12:58:04

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Services: e-Discovery System	100.00000	EA	\$792.000000	\$79,200.00

Comm Code	Manufacturer	Specification	Model #
43231511			

<b>Extended Description :</b>	Vendor should complete the Commodity Lines in Oasis, which will be used as the referenced Pricing Page by providing the unit cost per Gigabyte (GB). The unit price will be multiplied with the quantity to provide the extended cost. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line  The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in
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**Comments:** Conduent understands that we could be disqualified by submitting conditions. We believe that our conditions are reasonable for the services required and have included those in an attachment to our submission.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Opt Renewal Y2: Contract Services: e-Discovery System	100.00000	EA	\$792.000000	\$79,200.00

Comm Code	Manufacturer	Specification	Model #
43231511			

<b>Extended Description :</b>	Vendor should complete the Commodity Lines in Oasis, which will be used as the referenced Pricing Page by providing the unit cost per Gigabyte (GB). The unit price will be multiplied with the quantity to provide the extended cost. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line  The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in
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**Comments:** Conduent understands that we could be disqualified by submitting conditions. We believe our conditions to be reasonable, particularly for this the services required and have included those in an attachment to our submission.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Opt Renewal Y3: Contract Services: e-Discovery System	100.00000	EA	\$792.000000	\$79,200.00

Comm Code	Manufacturer	Specification	Model #
43231511			

<b>Extended Description :</b>	Vendor should complete the Commodity Lines in Oasis, which will be used as the referenced Pricing Page by providing the unit cost per Gigabyte (GB). The unit price will be multiplied with the quantity to provide the extended cost. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line  The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in
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**Comments:** Conduent understands that we could be disqualified by submitting conditions. We believe our conditions to be reasonable, particularly for the services required and have included those in an attachment to our submission.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Opt Renewal Y4: Contract Services: e-Discovery System	100.00000	EA	\$792.000000	\$79,200.00

Comm Code	Manufacturer	Specification	Model #
43231511			

<b>Extended Description :</b>	<p>Vendor should complete the Commodity Lines in Oasis, which will be used as the referenced Pricing Page by providing the unit cost per Gigabyte (GB). The unit price will be multiplied with the quantity to provide the extended cost. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line</p> <p>The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in</p>
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**Comments:** Conduent understands that we could be disqualified by submitting conditions. We believe our conditions to be reasonable, particularly for the services required and included those in an attachment to our submission.



**David Wright**  
*Vice President*  
Conduent State & Local  
Solutions, Inc.

12410 Milestone Center Dr  
Suite 500  
Germantown, MD 20876

David.Wright2@conduent.com  
tel 801-567-5259  
fax 301.820.4697

January 29, 2020

Ms. Jessica Chambers  
State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street. East  
Charleston, WV 25305

RE: e-Discovery Software as a Service

Dear Ms. Chambers:

Conduent State & Local Solutions, Inc. is pleased to submit our response to the Request for Quotation (RFQ) for e-Discovery Software as a Service for the West Virginia Department of Administration, RFQ Number OT19141.

Conduent State & Local Solutions, Inc. ("Conduent"), is a wholly-owned subsidiary of Conduent Incorporated, a publicly traded company. Conduent Incorporated, is a \$5.4 billion, company serving all 50 states and 26 countries with more than 68,000 employees that trades on the New York Stock Exchange (NYSE) under the symbol CNDT.

Conduent is a digital interactions company with technology-enabled, end-user interaction management at our core—this serves as the basis for our portfolio of work. We are focused on modernizing the way governments operate while improving the customer experience. Across numerous markets, our solutions provide helpful, meaningful interaction between our clients and their constituents.

As a digital interactions company, we have extensive experience with document receipt, conversion, and data capture services for both paper and electronic documents. Across our commercial and public sector segments, we perform the exact services required in this RFQ for Fortune 100 corporations as well as government agencies at the federal, state and local level.

Conduent meets and exceeds the qualifications and requirements of this RFQ and can provide all services required. This letter outlines the merits of Conduent's legal and compliance solution combined technological, analytical, and data scientific approach as a unique tool to assist the State of West Virginia with its e-Discovery needs.

Notably, our Viewpoint all-in-one platform, offers a comprehensive single product set of integrated capabilities designed to meet your needs. Conduent's Viewpoint offering includes built in tools to conduct a high-speed processing and review with advanced analytics, workflow automation and other advanced tools.



Organizations frequently employ multiple disparate products or integrate third-party applications to manage different parts of the eDiscovery process. This can be costly, inefficient and risk inducing. Viewpoint, by contrast, eliminates such need, streamlining the process, reducing overall cost and mitigating against numerous risk factors associated with sensitive personal and commercial data movement.

Conduent provides a complete end-to-end e-Discovery solution including forensic data collections, processing, hosting and review. Our Viewpoint all-in-one e-Discovery software offers completely integrated functionality in a single product including: collection, pre-processing /processing, ECA, review, technology-assisted review, analysis, production and case management. Key features of a Viewpoint implementation are:

- Single fixed cost for all functionality, including advanced analytics.
- End-to-end solution eliminates the need to import, export or copy data between third-party tools
- Advanced analytical capabilities and visualization tools for Big Data
- Third party integrations streamline collection and analysis
- Advanced Processing filters data at a fraction of the time it would normally take
- Unlimited usage model allows clients to grow business without incurring additional fees
- Flexible deployment – hosted as a cloud-based service (SaaS), on-premise licensed solution, or delivered as an onsite “backpack” service for projects in which data must remain on premises

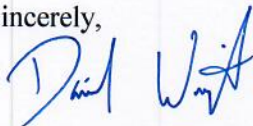
Conduent is the world’s largest business process services company and a world leader in providing e-Discovery, Compliance, and Analytics solutions. Please note that we have taken exceptions to the standard contract terms and proposed revisions for your consideration. While we understand that this may disqualify us, we believe these to be acceptable for the services we will be providing to the State and hope that these can be considered as part of our response.

Any communications or questions regarding our response can be sent to Michelle Colbert, whose information is also provided.

Michelle Colbert  
Director  
Conduent State & Local Solutions  
12410 Milestone Center Drive  
Germantown, MD 20876  
Email: Michelle.Colbert@conduent.com  
p. 978.902.7152  
f. 301.820.4697

We appreciate the opportunity to submit our response to your RFQ and look forward to hearing from you soon regarding your selection of an eDiscovery provider.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Wright", is written over the printed name.

David Wright, VP

## State of West Virginia - e-Discovery Software as a Service (OT19141)

Conduent State and Local Solutions, Inc. requires the following exceptions as a condition of award:

1. Section 36 (Indemnification) of the General Terms and Conditions, please modify as follows:

### 36. INDEMNIFICATION:

Subject to the limitation of liability, Section 46, of the Contract, tThe Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third-party claims or losses caused by or arising from or relating to the negligent performance, nonperformance or intentional misconduct of the Vendor or its officers, employees, or subcontractors under this Contract.

for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery,

performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe any applicable State and Federal laws for the services provided by Vendor under this Agreement including, but not

limited to, labor and wage and hour laws The Vendor's obligations under the preceding sentence with respect to any legal action are contingent upon the State giving the Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) reasonable assistance in defending the action. The Vendor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld;

2. Add Vendor's Limitation of Liability clause to the General Terms and Conditions as follows:

### 46. Vendor's Limitation of Liability.

Notwithstanding any contrary provision or the failure of essential purpose of any limited remedy, and except for gross negligence, fraud, willful misconduct, or intellectual property infringement, (i) Vendor's total, maximum, aggregate liability to State whether in contract, tort (including negligence), products liability, strict liability, or otherwise, shall not exceed the amount paid to the Vendor in the twelve months immediately preceding the claim and (ii) Vendor shall not be liable to State for any indirect, incidental, special, consequential, exemplary or punitive damages or losses, including but not limited to lost profits, lost revenue, and lost opportunity, even if Vendor has been advised of the possibility of such damages or losses or such damages or losses were reasonably foreseeable.

3. Add Force Majeure Clause as follows:

Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or



results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

4. Add Non-Solicit Clause as follows:

During the term of the Contract and for a period of one (1) year following any termination or expiration of this Contract, neither party shall, directly or indirectly, solicit, recruit, hire, or otherwise employ or retain as a consultant or advisor any person who was employed by the other party in connection with any services performed under this Contract, without the prior written consent of the other party. However, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, any current or former employee or subcontractor of the other party who answers any general advertisement without having been personally solicited or recruited by the hiring party.

5. Section 22 (Compliance With Laws) of the General Terms and Conditions, please modify as follows:

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances, in effect at the time of the RFQ due date, any changes in applicable law after the RFQ due date shall be subject to mutual agreement on cost, schedule, scope, resource, and/or any other impacts. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

6. Sections 18 (Funding) and 19 (Cancellation) of the General Terms and Conditions, please add the following language to the end of each clause as follows:

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. State will provide Vendor a thirty (30) days' prior written notice to funding unavailable or not appropriated. State will compensate Vendor for any outstanding invoices and for any services provided under this Contract but not invoiced through date of lack of funding or appropriations. Vendor's services will cease as of the date of lack of funding or appropriations.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director

may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules§ 148-1-5.2.b. State will compensate Vendor for any outstanding invoices and for any services provided under this Contract but not invoiced through date of termination. Vendor's services will cease as of the date of termination.

7. Section 34 (Vendor Certifications) of the General Terms and Conditions, please modify as follows:

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract, subject to the -Vendor's exceptions to the Contract, is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

8. Section 28 (Warranty) of the General Terms and Conditions, please modify as follows:

**28. WARRANTY:** The Vendor ~~expressly~~ warrants that the goods and/or services covered by this Contract will: (a) conform to the Contract requirements. ~~specifications, drawings, samples, or other description~~ ~~furnished or specified by the Agency;~~ ~~(b) be merchantable and fit for the purpose intended; and~~ ~~(c) be free from defect in material and workmanship.~~

### Services Agreement

This Services Agreement (with all exhibits hereto, collectively, the “Agreement” or “hereunder” or “hereof”), is entered into as of [REDACTED] (the “Effective Date”) between [REDACTED], a [REDACTED] (“Client”) and **CONDUENT LEGAL & COMPLIANCE SOLUTIONS, LLC**, a Texas limited liability company (“CLCS”). Any term defined elsewhere in the Agreement shall have the meaning(s) ascribed to it there.

Upon execution of this Agreement, CLCS will provide Client with the Services, upon the terms and conditions set forth in Exhibit A (the “Standard Terms and Conditions”), the exhibit entitled “Managed Review Terms and Conditions Exhibit (the “MR Terms & Conditions”), and the exhibit entitled “Contract Management Terms and Conditions Exhibit” (the “Contract Management Terms & Conditions”) each which is attached hereto and incorporated herein by this reference.

Matter Name: [REDACTED]

Each party’s “Notice Address” is set forth below:

Notice to CLCS:

Conduent Legal & Compliance Solutions,  
LLC  
80 State Street  
Albany, NY 12207  
VP of Operations at Conduent Legal &  
Compliance Solutions

Notice to Client:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Invoices shall be sent to Client’s Notice Address, unless Client provides notice otherwise in writing (which for such invoice address purpose, shall include email notice). Client shall pay CLCS for Services provided in accordance with the Fees and Services Table. The CLCS Services include, without limitation, the services listed in the following (the “Fees and Services Table”):

[Insert Pricing Table]

This Agreement (including any exhibits) comprises the entire agreement among the parties and supersedes all prior or contemporaneous discussions or agreements, whether written or oral, among the parties regarding the subject matter hereof. If there are any conflicts between the terms of this document and any exhibit to this document, this document shall control. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each counterpart may be joined together with and attached to one such original and shall constitute one and the same instrument. The parties agree and consent that either of the following shall constitute, and be deemed the equivalent of, for all purposes, the delivery of manually executed signature pages: (a) the delivery of a copy of executed signature pages of this Agreement by electronic means intended to preserve the original graphic and pictorial appearance of a document including the signatures (such as the delivery of pdf copies of signature pages via email); or (b) the delivery of an electronic signature that is attached to an electronic record so long as the technology or process used to generate the electronic signature: (i) complies with all applicable state and federal laws related to electronic signatures; and (ii) the electronic signature is generated by an electronic signaturing tool that uses a Public Key Infrastructure (PKI) confirmed by a certificate authority or similar secure digital transaction management solution such as the DocuSign® electronic signaturing tool or Adobe® Sign e-sign solution.

**Commented [DAS1]:** NOTE: Only include if one or both of the Services are part of SA and create a paper description of services.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date.

**CONDUENT LEGAL & COMPLIANCE SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## **EXHIBIT A**

### **TO THE SERVICES AGREEMENT DATED [REDACTED] BETWEEN CONDUENT LEGAL & COMPLIANCE SOLUTIONS, LLC AND [REDACTED]**

#### **TERMS AND CONDITIONS**

1. **Definitions.** Any term defined elsewhere in the agreement to which this Exhibit A is attached shall have the meaning(s) ascribed to it there. In addition, each of the following terms shall have the meaning(s) ascribed to them below.

(a) **"Additional Services"** means all services or other work not expressly required hereunder. Additional Services will be charged according to usage or on a per unit basis, as specified and in accordance with the rates set forth in the Fees and Services Table or, if not priced there, at CLCS standard rates.

(b) **"Client Data"** means any data, documents or meta-tag information provided or submitted by Client to CLCS to enable CLCS to provide the Services or otherwise in the course of utilizing the Services.

(c) **"Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature.

(d) **"Services"** means, collectively, the CLCS Services and any Additional Services provided by CLCS.

(e) **"Term"** means the period commencing on the Effective Date and ending upon termination by either party as provided herein.

(f) **"User(s)"** means Client and any individuals to whom Client has supplied identifications and passwords and who Client has authorized to use the Services.

(g) **"CLCS Services"** means the data storage, processing, analysis, encryption, transmission, and management tools, collaboration tools and other services developed, operated, and maintained by CLCS and CLCS Affiliates (including, without limitation, the CLCS Technology), accessible to Client and its Users via a designated web site or IP address, and ancillary services rendered to Client or its Users by CLCS, to which Client and its Users are granted access hereunder.

(h) **"CLCS Technology"** means proprietary technology, including, without limitation, software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, and designs and other tangible or intangible technical material or information that is made accessible to Client and its Users by CLCS or CLCS Affiliates in providing the Services.

#### **2. Use of Services.**

a. CLCS may engage one or more of its subsidiaries, subcontractors, and affiliates (collectively **"CLCS Affiliates,"** each a **"CLCS Affiliate"**), wherever located, to provide Service(s). CLCS will remain responsible for any Services performed by any CLCS Affiliate to the same extent as if CLCS performed the Service(s). CLCS shall perform the Services for Client in accordance with the terms and conditions of this Agreement.

b. **Scope.** Subject to the terms and conditions of this Agreement, CLCS grants to Client a renewable, limited, non-exclusive, non-sublicensable, non-transferable right to use, to access and to permit Users to use and access, the Services, solely for Client's own internal business purposes, during the term of the Agreement. The license rights provided to Client shall be for the purpose of Client's access and use of CLCS Technology solely in connection with the Services described in this Agreement. Unauthorized use, resale or commercial exploitation of the CLCS Technology and related Services in any way is expressly prohibited. Client shall not cause or permit (i) the license, sublicense, sale, resale, transfer, assignment, distribution of or otherwise make available to any third-party (other than Users) the Services or the CLCS Technology, (ii) modification or derivative work to be made of the CLCS Technology or the related Services; (iii) use of any software source code provided to Client except as provided in a separate "Open Source Code Agreement" executed by the parties, (iv) creation of internet "links" to the CLCS Technology or "frame" or "mirror" the CLCS Technology or the related Services, or on any other server, wireless or internet-based device, (v) decompilation or reverse engineering of any CLCS Technology or the related Services or building of a competitive product or service, (vi) commercial exploitation of the CLCS Technology or the related Services in any way not contemplated herein or copying of any ideas, features or functions of the Services, or (vii) accessing or usage of the Services or CLCS Technology in an way intended to avoid incurring fees or

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exceeding usage limits or quotas. CLCS reserves all rights not expressly granted to Client. The software making up a portion of the Services is protected by copyright, trade secret, trademark and other intellectual property laws and treaties. CLCS or its suppliers own all rights, title, interest in the copyright and other intellectual property rights in the Services or CLCS Technology. This Agreement does not grant Client any rights to trademarks or service marks of CLCS. The CLCS Technology is licensed, not sold, and the license granted herein is only for use on CLCS's hardware provided pursuant to this Agreement. Client understands that the Services are generally outlined in this Agreement, but that Client's demands will be fluid, and based on the Client Data provided to CLCS, which Client cannot definitively describe to CLCS at the outset and, as such, a pre-defined, definitive, and detailed scope of Services is not feasible. Accordingly, the parties will use reasonable good faith efforts to coordinate tasks and timing. For Services offered as line items in the Fee and Services Table, an e-mail request from one of the Client's contact persons (whether Client employees or counsel for Client) shall bind Client for the requested Services under this Agreement. If a dispute as to approval of Services arises, Client shall not withhold undisputed fees, and authorized representatives from both parties shall promptly attempt to resolve the dispute.

c. **Third-Party Products and Services.** All third-party products and services used in connection with the Services (if any) shall be provided pursuant to the terms of the third-party's customary agreement(s).

d. **Services Provision.** CLCS shall perform the Services as detailed in the Fee and Services Table (and, if applicable, the MR Terms & Conditions and/or the **Contract Management Terms and Conditions Exhibit**). If a party desires to amend or modify the Services (a "Modification"), that party shall issue a written change request (a "Change Request"). If the parties agree to the Modification detailed by Change Request, then the Modification will be documented in a writing signed by the parties' authorized representatives (each such signed writing, a "Change Order"). Modifications will not be effective or enforceable unless reflected in a Change Order.

### 3. **Payment.**

a. **Billing and Fees.** Client shall pay CLCS for Services provided in accordance with the terms detailed in the Fees and Services Table. All amounts set forth are exclusive of any applicable Transaction Taxes. All payments are due within 30 days of the invoice date. CLCS charges and collects monthly for the Services. Monthly usage charges are invoiced in arrears. Fees for Additional Services shall be charged by usage, in accordance with the rate(s) detailed in the Fees and Services Table or an amendment to the Agreement. CLCS reserves the right to change, upon at least 60 days prior written notice to Client (which may be provided by e-mail) applicable fees, charges or usage policies or to introduce new fees or usage policies. If Client, in good faith, reasonably disputes any invoiced amounts in writing,

it may withhold such disputed amounts, provided Client (i) timely pays all undisputed portions of the invoice, and (ii) provides CLCS with prompt written notice of the dispute and diligently seeks to resolve the dispute. Client shall be responsible for any and all costs of conversion of currency to the billed currency. If Client remits payment via wire transfer, then Client shall pay any wire transfer fee and shall be responsible for that amount in addition to the amount billed. CLCS reserves the rights to bill Client for any shortage that results from remittance by wire transfer, including, without limitation, a financial institution's deduction of a fee or charge from the amount sent via wire transfer.

b. **Calculation of Data Volumes.** The applicable hosting fee due will be determined by the highest volume of data maintained on Client's document repository site during a given monthly billing cycle.

c. **Taxes.** Charges are exclusive of any and all Transaction Taxes. Client shall pay, reimburse and indemnify CLCS for any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this Agreement and any transaction documents, including but not limited to sales, use, value added, services, rental, excise, transactionally-based gross receipts, and privilege taxes, plus any interest and/or penalty thereon ("**Transaction Taxes**"). Transaction Taxes do not include (i) any taxes on CLCS's income or taxes in lieu of such income taxes, capital, property, employment or the privilege of doing business, or (ii) taxes on any goods and services used or consumed in providing the Services (including services obtained from subcontractors and/or CLCS's Affiliates) where the tax is imposed on CLCS's acquisition or use of such goods and services and the amount of tax is measured by CLCS's costs in acquiring, or the value associated with such goods and services. Transaction Taxes will be included in CLCS's invoice unless Client timely provides, and CLCS accepts, proof of Client's tax-exempt status. If a taxing authority determines that CLCS did not collect all Transaction Taxes, Client shall remain liable to CLCS for such additional Transaction Taxes until six (6) months after the expiration of the statute of limitations (as extended) for such Transaction Taxes. CLCS and Client each agree to take commercially reasonable steps to cooperate with each other in order to minimize Transaction Taxes imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law. CLCS and Client agree that each of (i) the legal entity issuing an invoice and receiving a payment, and (ii) the legal entity receiving such invoice and making such payment, shall be organized in the United States. Prior to the first payment by Client pursuant to this Agreement, CLCS shall provide to Client a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, claiming an exemption from backup withholding. Upon receipt of such form, Client shall not withhold any portion of the payments made pursuant to this Agreement.

d. **Non-Payment.** Client's account shall be considered delinquent (in arrears) if payment in full is not

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received within 30 days of the invoice date. If Client fails to notify CLCS in writing (e-mail is acceptable) that Client disputes an amount invoiced within 30 days of the date of the invoice containing the disputed amount, CLCS shall have no obligation to adjust the disputed amount. The outstanding balance of any delinquent amounts and all expenses of collection (including attorneys' fees incurred in the collection of amounts due) accrue interest at the lesser of 1.5% per month, or the maximum permitted by law. If a party seeks termination of this Agreement, Client shall pay the balance due on Client's account and for all Services rendered through the date of termination. If Client fails to timely pay any amount to CLCS within 45 days of the due date, then CLCS may, by giving written notice thereof to Client, suspend Services or terminate this Agreement, each as of a date specified in such notice. Client shall continue to be charged during any period of suspension. CLCS's election to suspend performance will not waive its right to immediately terminate this Agreement and pursue all other remedies if payment is not received by the date specified.

4. **Client Responsibilities.** Client is responsible for all activities that are undertaken by Client under User accounts. Client shall: (a) notify CLCS as soon as reasonably practicable of any known or suspected (i) unauthorized use of any password or account; or (ii) other breach of security; (b) report to CLCS as soon as reasonably practicable and use reasonable efforts to stop any copying or distribution of CLCS Technology that is known or suspected by Client or its Users; and (c) at all times comply with all applicable laws in its receipt and use of the Services and provision of Client Data. Client must timely provide its reasonable assistance and supervision for CLCS's performance hereunder. CLCS shall not be liable for any failure to perform or delays caused by Client's failure to perform its obligations hereunder. Client shall compensate CLCS for additional effort and costs caused by Client's failure to perform its obligations.

5. **Client Data: License and Rights.** Subject to the terms hereof, Client grants to CLCS and CLCS Affiliates the non-exclusive, limited, revocable right to use, copy, store, transmit and display Client Data but only to the extent necessary to provide the Services as requested and authorized by Client. CLCS shall not use the Client Data for any purpose other than to provide Services to Client and for required legal compliance purposes. All Client Data shall remain the sole property of Client. Client, not CLCS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data. Client represents and warrants that: (i) it has provided all disclosure notices and obtained and maintains all consents from all data subjects whose personal information may be processed by CLCS as part of the Services as is or may be required under applicable data protection laws for CLCS to perform the Services, or to otherwise perform its obligations under this Agreement, in compliance with applicable data protection laws; (ii) it has registered, filed for, and obtained all notices, registrations, permits, licenses, advice, and any other regulatory documents from all data protection regulatory authorities and data protection

officers (collectively "**Regulatory Documents**") as is or may be required under applicable data protection law for CLCS to perform its obligations under this Agreement (including the processing of Client Data consisting of, and access to systems that contain, personal information in performance of the Services) in each jurisdiction in which any such Regulatory Documents are required and/or advisable to obtain for CLCS's performance of its obligations under this Agreement; (iii) it shall clearly instruct CLCS, in writing and in advance of CLCS performing any Services, of the jurisdictions which may have data protection/privacy laws that apply to any data sets (based upon personal data sourcing or other jurisdiction) to which CLCS may be provided access, and provide such information and documentation as may be necessary to satisfy CLCS that Client has full legal authority to allow CLCS to process Client Data containing personal information in the manner contemplated by the parties in CLCS's performance of its obligations under this Agreement (including the provision of the Services); (iv) it will advise CLCS in writing of all of its policies, practices, and procedures (providing complete copies of the same) concerning interception and/or storage and examination of electronically stored information in its systems, and shall provide written instructions and continuing information to CLCS about how to process personal information as part of CLCS's performance of its obligations under this Agreement (including the provision of Services); (v) it shall direct CLCS's provision of the Services only in accordance with all applicable data protection/privacy laws, and (vi) it shall not ask CLCS to take any action (including the refraining from taking action) that applicable data protection/privacy laws would prohibit Client itself from taking; (vii) the processing of Client Data consisting of personal information as contemplated by the parties in CLCS's performance of its obligations under the Agreement, including any transfer of personal information outside of any jurisdiction, is lawful and Client shall update CLCS regularly on any and all changes in status of data, systems, policy, and/or laws relevant to the processing as contemplated in CLCS's performance of its obligations under this Agreement; (viii) it has the legal right to digitize, transmit and copy all materials that are or will be submitted to CLCS for storage and retrieval under this Agreement. Nothing in this Agreement shall prohibit or limit CLCS's use of ideas, concepts, know-how, methods, code, techniques, skill, knowledge, and experience that were used, developed, or gained in connection with this Agreement, except with regard to direct reuse of any Client Data. The Parties acknowledge and agree that Client will be the controller (or similar capacity) of Client Data for purposes of all applicable privacy laws, with rights to determine the purposes for which Client Data is processed and, so long as not inconsistent with, or an expansion of, CLCS's service obligations hereunder, the means of processing, and nothing in this Agreement will restrict or limit in any way Client's rights or obligations as owner and/or controller of Client Data. As controller of Client Data, Client directs CLCS to process Client Data exclusively in accordance with the terms of this Agreement. Client agrees to comply with all applicable privacy laws. Any violation of these and other applicable laws and regulations will be the exclusive

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responsibility of the Client. Client acknowledges that it will have exclusive responsibility for compliance with US and multilateral export controls applicable to the data it provides to CLCS. This responsibility extends to the controls applicable to the computations and derivations (output) from the use of the software or the data itself. CLCS assumes no responsibility to screen the Client or its own employees from access to such data or software and their output, or to track or control their export or transfer. Client agrees to strictly prevent access, export, or transfer of its data, software, and related output that is controlled under the mentioned regimes to countries and individuals sanctioned by the US Office of Foreign Assets Control (OFAC), the US Export Administration Regulations (EAR), the US International Traffic in Arms Regulations (ITAR), and other related laws and regulations, as applicable. Any access to CLCS's Services given by Client to any person outside of the countries of the European Economic Area shall be considered as an express written consent to CLCS to supply such data, such consent given by Client and the relevant data subject.

6. **Provision of CLCS Technology and/or CLCS Intellectual Property Rights to Third-Parties.** Client or its Users may deliver Client Data to third parties, whether as part of a document production or otherwise. Client shall not deliver or disclose CLCS Technology or CLCS Intellectual Property Rights to third parties (other than Users), unless such third-party has entered into an agreement with CLCS regarding use and protection of such CLCS Technology and/or CLCS Intellectual Property Rights and payment of any applicable fees.

7. **Confidential Information.**

a. **CLCS.** During the Term, CLCS will have access to certain confidential information regarding Client, including, without limitation, Client-supplied case documents and Client Data (collectively referred herein as "**Client Confidential Information**"). CLCS shall use commercially reasonable means and efforts to maintain the security of, and to keep confidential, all Client Confidential Information. CLCS shall not, without first obtaining the written consent of Client, disclose to any person any Client Confidential Information except to those of its employees (and employees of subcontractors or CLCS Affiliates) agreeing to the confidentiality provisions hereof. CLCS shall cause any CLCS Affiliate or subcontractor providing Services hereunder to agree to be bound by confidentiality provisions no less restrictive than the confidentiality provisions herein. CLCS shall comply with applicable federal and state consumer privacy laws, rules, and regulations. If a breach or a threatened breach of the terms of this section occurs, Client shall be entitled to seek injunctive relief to prevent use or disclosure of Client Confidential Information, in addition to all other remedies available to it. If CLCS becomes legally compelled to disclose any Client Confidential Information, or if any legal proceeding between the parties occurs, CLCS shall provide Client with as much advance notice as reasonably and legally possible, so Client may seek a protective order or other remedy and/or waive compliance with this Agreement. Such

compelled disclosure shall not breach the obligations herein. Client Confidential Information shall not include any information to the extent (i) it is or becomes a part of the public domain through no act or omission by CLCS or CLCS Affiliates; or (ii) it is disclosed to CLCS by a third-party having no obligation of confidentiality with respect thereto. CLCS shall be authorized to provide auditors who are subject to confidentiality obligations to CLCS with access to this Agreement and other pertinent information to conduct audits. Auditors will not have access to the Client Data provided to CLCS for processing and hosting.

b. **Client.** During the Term, Client will have access to certain confidential information regarding CLCS, the Services, CLCS Technology and CLCS Intellectual Property Rights, including the terms hereof (collectively, "**CLCS Confidential Information**"). Client shall use commercially reasonable means and efforts to maintain the security of, and keep confidential, all CLCS Confidential Information. The safeguards used by Client shall be no less than those used by Client to protect its own confidential information. During the Term and continuing indefinitely thereafter, Client shall not, without first obtaining the written consent of CLCS, disclose to any person any CLCS Confidential Information except to those of its employees (and employees of subcontractors agreeing to the provisions hereof) who use the Services. If a breach or threatened breach of the terms of this section occurs, CLCS shall be entitled to seek injunctive relief to prevent use or disclosure of CLCS Confidential Information, in addition to all other remedies available to it. If Client becomes legally compelled to disclose any CLCS Confidential Information, Client shall provide CLCS with as much advance notice as reasonably and legally possible, so that CLCS may seek a protective order or other remedy and/or waive compliance with this Agreement.

8. **Term and Termination; Service Reduction.**

a. **Term.** This Agreement shall commence upon the Effective Date and continue for the Term.

b. **Termination; Service Reduction.** Either party may terminate this Agreement, or reduce the Services, with one-month's prior written notice to the other party; provided, however, all fees are nonrefundable. After termination of this Agreement, and upon request, CLCS shall return to Client all Client Confidential Information in CLCS's possession in connection with the Agreement, and Client shall return to CLCS all CLCS Confidential Information in Client's possession in connection with the Agreement, in each case upon payment by the receiving party of the other party's reasonable costs of producing and returning such Confidential Information, including the cost of providing copies of Client Data on CDs. All terms hereof which by their nature extend beyond the termination of this Agreement, shall survive the termination of this Agreement, and remain in effect, and apply to respective successors and assigns.

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9. **Termination by CLCS for Material Breach and Certain Other Reasons.** CLCS may terminate this Agreement immediately upon written notice to Client if Client (i) engages in any unauthorized use of the CLCS Technology or the Services, or (ii) is otherwise in material breach of this Agreement. CLCS may also terminate this Agreement upon written notice to Client in the event of: (a) any material adverse change in the Client's financial condition; or (b) the commencement of any proceeding or regulatory action brought by any government or government agency related to, or in connection with, laws regarding privacy that may involve Client Data provided hereunder.

10. **CLCS Ownership of CLCS Technology and CLCS Intellectual Property Rights.** As between the parties, CLCS, and its licensors, shall exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the CLCS Confidential Information, the CLCS Technology and any suggestions, ideas, enhancement, requests, feedback, recommendations, modifications, updates or other information provided by Client or any User or any other party relating to the Services and any methods, algorithms, discoveries, inventions, materials, ideas, works of authorship, databases, software programs, methods, processes, formulas, specifications, data, drawings, know-how, technologies and other work product that is conceived, originated or prepared in connection with the Services. This Agreement is not a sale and does not convey any rights of ownership in or related to the CLCS Confidential Information. The CLCS name, the CLCS logo, and the product names associated with the Services are trademarks of CLCS or third parties, and no right or license is granted to use them. Nothing in this Agreement shall prohibit or limit CLCS's use of ideas, concepts, know-how, methods, code, techniques, skill, knowledge, and experience that were used, developed, or gained in connection with this Agreement, except with regard to direct reuse of any Client Data.

11. **Client Ownership of Client Confidential Information.** As between the parties, Client shall exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the Client Confidential Information.

12. **Client Data.**

a. **CLCS Right to Delete.** CLCS shall have no obligation to retain Client Data, and CLCS may irretrievably destroy its copies of Client Data: (a) if Client's account is delinquent after CLCS's providing 90 days' written notice of delinquency; or, (b) 90 days after a party terminates this Agreement. However, 60 days prior to deletion, CLCS must offer to export to Client, at Client's additional expense, the original files of all Client Data.

b. **CLCS Obligation to Destroy.** At any time, subject to Client's direction, CLCS will destroy all of its copies of Client Data, and/or any tangible material embodying Client Confidential Information (except copies retained under

CLCS's data backup or disaster recovery procedures and records relevant to audits, such as administrative records and Client instructions). CLCS agrees not to retain copies of such materials and to certify as to same upon Client request.

13. **Representation & Warranty.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

14. **Mutual Indemnification.**

a. **Client.** Client shall indemnify, defend, and hold CLCS, its licensors and each such party's subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with (i) any breach by Client of any of the representations or warranties contained in the Agreement, including, without limitation, any exhibit to the Agreement; (ii) any claims that use of the Client Data infringes or violates the rights of, misappropriates, or has caused harm to, a third-party; (iii) any uses of the Services by Client or its Users which are not in compliance with or not permitted under the terms of this Agreement; (iv) any claims arising from the breach or alleged breach by Client or Users of Section 2 of this exhibit and (v) any claims arising under the matters for which Client engaged CLCS to provide Services including, without limitation, legal malpractice and joinder, except where such claims are directly caused by CLCS's negligence; and (vi) claims arising from the production of the documents, whether based on the results of review by Document Reviewers (as defined in the MR Terms & Conditions, is such are made part of this Agreement) or otherwise, including, without limitation, any claims that specific documents or information are exempt from production, except where such claims are directly caused by CLCS's negligence. If CLCS, during or after the Term, is requested to respond to a third-party's request for information or documents relating to work provided hereunder, such as pursuant to a subpoena, then Client shall pay CLCS for responding to such request at CLCS's applicable rates set forth herein, together with any out of pocket expenses.

b. **CLCS.** CLCS shall indemnify and hold Client and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any third-party claims alleging that the Services or CLCS Technology infringe a copyright, a U.S. patent issued as of the Effective Date, or trademark or any other proprietary right of a third-party. The foregoing obligation does not apply to any claim that results from (i) any claim subject to indemnification by Client under Section 14(a)(ii) of this exhibit or from specifications or other information provided by Client, (ii) use of the Services in combination with any software, technology, hardware, process, trademark, logo, product or other property not provided by CLCS, (iii) continued use of the Services after notice of the infringement

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or (iv) use of any third-party products or services. CLCS reserves the right to modify the Services to make such Service non-infringing.

c. **Procedures.** The indemnification obligations set forth in clauses (a) and (b) above are contingent upon the following: (i) the party seeking indemnification (the "Indemnified Party") must promptly notify the other party (the "Indemnifying Party") in writing of the claim (however, failure of the Indemnified Party to do so shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent such failure has harmed the defense of such claim by Indemnifying Party); (ii) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense; and (iii) the Indemnifying Party shall have control of the defense of the action and negotiations for settlement and compromise; provided, however, that: (A) the Indemnified Party shall have the right to approve any settlement or compromise that will impose any obligation upon it or which may adversely affect its rights under this Agreement or its rights to any materials subject to copyright, patent, trade secret or trademark protection; and (B) the Indemnified Party may, at its own cost, obtain separate counsel to represent its interests.

#### 15. Services Warranty

a. **CLCS.** CLCS will provide Services as set forth in herein in accordance with industry standards generally prevailing among service providers performing similar services under similar circumstances. Client shall notify CLCS if the Services do not meet the standards set forth herein, and, upon receipt of such notice, CLCS shall promptly modify or correct the Services to comply herewith. This obligation to modify or correct the Services constitutes CLCS's sole and exclusive warranty, and Client's sole and exclusive remedy, with respect to the Services. Client must bring a claim against CLCS within two years of the alleged error or omission giving rise to or upon which Client bases such claim (the "Limitations Period"), and, if not timely asserted, Client shall be forever barred from asserting (including, without limitation, as a defense) any claims arising from or based upon such alleged error or omission. No act or omission by CLCS shall toll the Limitations Period.

b. **Third-Party.** CLCS shall pass through to Client, to the extent permissible, any warranty provided by a vendor of a third-party product or services used in connection with the Services and that warranty shall be Client's sole warranty with respect to such product or services. The rights and remedies under any such third-party warranties shall constitute Client's sole and exclusive rights and remedies with respect to third-party products and services.

#### 16. Limited Warranty and Disclaimer.

a. **LIMITED WARRANTY.** THE WARRANTY SET FORTH IN SECTION 15.a CONSTITUTES CLCS'S SOLE WARRANTY HEREUNDER REGARDING

THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 15.a, CLCS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. THE LIMITED REMEDIES SET FORTH IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS AGREEMENT.

b. **DISCLAIMER.** ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CLCS IS NOT RESPONSIBLE FOR ANY SUCH LIMITATIONS, DELAYS OR DELIVERY FAILURES.

c. **NO LEGAL SERVICES.** CLCS IS NOT ENGAGED IN THE PRACTICE OF LAW AND HAS NOT BEEN RETAINED TO PROVIDE LEGAL ADVICE OR SERVICES. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCE SHALL CLCS (INCLUDING ITS PROJECT TEAM, EMPLOYEES, SUBCONTRACTORS OR AFFILIATES) BE EXPECTED OR REQUIRED TO ENGAGE IN THE PRACTICE OF LAW DURING THE PROVISION OF ANY SERVICES UNDER THIS AGREEMENT. IF CLCS IS PROVIDING SERVICES TO CLIENT UNDER THIS AGREEMENT THAT ARE RELATED TO LEGAL MATTERS, CLIENT ON BEHALF OF ITSELF AND ITS INSIDE AND/OR OUTSIDE ATTORNEYS, AGREES AND ACKNOWLEDGES THAT SUCH SERVICES SHALL BE SOLELY IN SUPPORT OF CLIENT'S ATTORNEYS AND THAT CLCS IS IN NO WAY PROVIDING LEGAL ADVICE OR OPINIONS TO CLIENT, RESPONSIBLE ATTORNEY, OR ANY OTHER THIRD-PARTY REGARDING ANY PROJECT. CLIENT'S INSIDE AND/OR OUTSIDE ATTORNEYS FOR EACH PROJECT SHALL BE SOLELY AND ULTIMATELY RESPONSIBLE FOR DELIVERING LEGAL ADVICE TO CLIENT, AND ANY LEGAL SUPPORT SERVICES PROVIDED BY CLCS UNDER THIS AGREEMENT SHALL BE DONE SO AT THE DIRECTION AND UNDER THE SUPERVISION OF CLIENT'S INSIDE AND/OR OUTSIDE ATTORNEYS. CLIENT EXPRESSLY ACKNOWLEDGES THAT: (A) CLCS IS NOT ENGAGED IN THE PRACTICE OF LAW, (B) DOES NOT PROVIDE ANY LEGAL JUDGEMENT AS PART OF THE SERVICES, (C) HAS NOT HELD ITSELF OUT AS PRACTICING LAW AND/OR PROVIDING LEGAL JUDGEMENT OF ANY TYPE, AND (D) PROTECTIONS

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ASSOCIATED WITH THE ATTORNEY-CLIENT RELATIONSHIP DO NO APPLY.

d. **NO MALPRACTICE LIABILITY.** WHILE CLCS SHALL PERFORM ALL SERVICES IN A PROFESSIONAL AND COMPETENT MANNER, CLCS SHALL NOT BE RESPONSIBLE FOR THE FINAL OUTCOME OF ANY LEGAL MATTER FOR WHICH CLIENT, RESPONSIBLE ATTORNEY, OR ANY THIRD PARTY'S INTERNAL OR EXTERNAL COUNSEL IS PROVIDING ADVICE OR COUNSEL. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCE SHALL CLCS (INCLUDING ITS PROJECT TEAM, EMPLOYEES, SUBCONTRACTORS OR AFFILIATES) BE LIABLE FOR ANY MALPRACTICE CLAIMS AGAINST CLIENT, RESPONSIBLE ATTORNEY, OR ANY OTHER THIRD PARTIES.

17. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT AND CLIENT'S PAYMENT OBLIGATIONS, EACH PARTY'S RIGHT TO RECOVER DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID TO CLCS BY CLIENT HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

18. **Notices.** All notices hereunder must be in writing and will be deemed to be received by a party hereto and to be effective if delivered personally to such party, or sent by recognized overnight courier service, addressed to such party, at its Notice Address (or, only where expressly indicated by this Agreement, by email to an address provided by receiving party). All notices shall be effective upon the earlier of (a) receipt; or (b) five days after the postmark date (if e-mail, sent date).

19. **Modification; Affiliates.** No changes to this Agreement shall be effective unless agreed to in writing executed by the parties.

20. **Assignment.** All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of the parties. A party may not assign or transfer this Agreement, in whole or in part, without obtaining the prior written consent of the other party, provided, however, that CLCS may assign this Agreement, in whole or in part, and/or its rights and/or obligations hereunder free of any obligation to obtain consent or pay any fee or any other compensation, (a) to an Affiliate of CLCS or (b) in the event of (i) a merger, reorganization, spin-off, consolidation, or sale of all or substantially all of (A) its assets or control of the voting stock or other securities of CLCS or (B) the assets of a division, business unit or operation of CLCS responsible for performance hereunder, or (ii) any other similar restructuring activity. Any purported assignment in violation of this section shall be void.

21. **Non-Solicitation.** During the Term and for a period of one year thereafter, Client agrees not to hire or solicit, (directly or indirectly), for itself or any third-party, the services of any employees, agents or independent contractors of CLCS with whom it has had contact in the course of the offering, delivery or receipt of the Services; however, Client is not prevented from employing any person who contacts Client on the person's own initiative and without any solicitation by Client specifically directed to such person. Should Client breach this provision, then Client shall immediately pay as liquidated damages to CLCS an amount equal to the hired person's then-current annual compensation (or the amount paid to or on behalf of the person during the prior 12 months if the person is an independent contractor).

22. **Governing Law and Jury Trial Waiver.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of New York, without giving effect to its conflict of law principles. THE PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION UNDER THIS AGREEMENT. The Uniform Computer Information Transactions Act, or any form thereof whatsoever adopted by a state having jurisdiction hereof, will not apply to any dispute arising out of this Agreement.

23. **Independent Contractor.** All CLCS personnel shall be deemed to be independent contractors. Nothing set forth herein shall be deemed or construed to render the parties as joint venturers, partners, or employer and employee.

24. **General.** This Agreement is the product of mutual negotiation among sophisticated business people. No party shall be deemed to be the draftsman of this Agreement. No third-party shall have any rights or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. If any provision of this Agreement is held to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions

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remaining in full force and effect. Failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party to waive same. A party shall not be liable hereunder for failure or delay in the performance of a required obligation, other than payments of funds due, if such failure or delay results from any cause not within such party's reasonable control, including, without limitation, terrorism, fire, riot, Act of God, power outage, electronic virus, electronic attack or infiltration, internet disaster, or government act.

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**MANAGED REVIEW TERMS AND CONDITIONS EXHIBIT  
TO THE MASTER SERVICES AGREEMENT DATED [\_\_\_\_\_] BETWEEN  
CONDUENT LEGAL & COMPLIANCE SOLUTIONS, LLC AND [\_\_\_\_\_]**

1. Definitions. Any term defined elsewhere in the agreement to which these MR Terms & Conditions Exhibit are attached shall have the meaning(s) ascribed to it there. In addition, each of the following terms shall have the meaning(s) ascribed to them below.

a. "Document Reviewers" means persons provided by CLCS, CLCS Affiliates, or their subcontractors to review documents under the direction and supervision of the applicable Responsible Attorney as set forth herein.

b. "Managed Review Services" (i) means the managed document review services to be provided by CLCS in accordance with these MR Terms & Conditions; (ii) shall not include any legal judgment or the provision of any Reserved Legal Services.

c. "Project" means a particular document review project for which Client has requested Managed Review Services.

d. "Project Specifications" means a Client's Project specific requirements, including, but not limited to, Project Team requirements, Project location, Project timeline, Project data volume to be reviewed, review instructions, Project Review Protocol, conflicts information, proposed workflow, and Responsible Attorney (as applicable) all as set forth in this Agreement.

e. "Project Review Protocol" means the review instructions and other instructions and guidelines for a Project provided by the Responsible Attorney, as the same may be amended as provided in this Agreement.

f. "Responsible Attorney" means Client's attorney identified in the manner set forth herein responsible for the (i) direction and supervision of the document review under such this Agreement; (ii) preparation of review instructions, Project Review Protocol and Project Specifications, and (iii) conduct, supervision and direction of the (A) Document Reviewers provided by CLCS to Client pursuant to the this Agreement, and (B) underlying discovery process.).

2. Client shall, for each Project, identify the Responsible Attorney responsible for providing the Project Specifications to, and working with, CLCS during the project. CLCS shall provide Document Reviewers to perform the described Managed Review Services under the supervision and direction of Responsible Attorney and subject to the Project Specifications. CLCS shall also provide, if applicable, subject to the Responsible Attorney's approval, Project managers to provide administrative support ("Project Managers"). Document Reviewers and Project Managers are collectively referred to herein as the "Project Team." If CLCS is performing managed review, but not hosting the Client Data, Client shall provide the Project Team with uninterrupted access to the electronic data and documents subject to review, including remote access to the document review database, platform or application on which Project documents are being hosted for review. Project Managers shall provide only general administrative services under this Agreement. Client shall at all times comply with all applicable laws in its provision of a Responsible Attorney.

3. Prior to commencement of Managed Review Services, Client will provide a request for resources including details like the number of resources that will be required to complete the review.

4. Project Team selection and vetting is done by CLCS, and proposed Project Team Members' bios and/or CVs will be provided to Responsible Attorney, who shall select the Project Team members.

5. Project Team will perform the Managed Review Services based on the Project Review Protocol provided by the Responsible Attorney and under the direction and supervision of Responsible Attorney and administrative oversight by Project Manager.

6. Training for the Project Team will be conducted prior to commencement of the Managed Review Services and Responsible Attorney will be available for questions regarding the review and the Project Review Protocol.

7. Project Manager will design quality control and validation plan in collaboration with the Responsible Attorney. Responsible Attorney will be responsible for approval of the plan prior to execution of any quality control/validation process

8. Project Manager will provide reporting of metrics on progress and performance and support reasonable quality control sampling of the results of review as requested or required by Responsible Attorney

9. Responsible Attorney will hold responsibility in approving and validating any set of documents identified for presumptive production whether based on the results of review by the Project Team or otherwise, including any determination that specific documents or information are exempt from production.

10. Prior to commencement of Managed Review Services, the Project Review Protocol will be provided by the Responsible Attorney, and attached as Attachment 1 to Exhibit.

11. Prior to commencement of Managed Review Services, Client will provide the reviewable volume within the request for Managed Review Services.

12. Prior to commencement of Managed Review Services, Client will appoint a Responsible Attorney by providing the name, e-mail address, and telephone number of the Responsible Attorney and the jurisdiction(s) in which the Responsible Attorney is licensed to practice to CLCS, and including such information in the Project Review Protocol. Upon Client's appointment of a Responsible Attorney (including a replacement Responsible Attorney), the appointment will be incorporated into the Project Review Protocol by reference.

13. Any time the Client appoints a Responsible Attorney, Client represents, warrants and covenants that the Responsible Attorney it appoints is and, for so long as the person appointed serves as Responsible Attorney, will, with respect to the relevant jurisdiction(s) for the Project in question: (A) be admitted to practice law; (B) an attorney in good standing; (C) have all requisite certificates, licenses, permits and other authorizations necessary to provide legal judgment and to direct and supervise the Project. Client represents, warrants and covenants that each Responsible Attorney shall comply with Agreement, including, without limitation, the provisions of the Agreement that require input or action by the Responsible Attorney. Client shall indemnify, defend, and hold CLCS and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any breach by Client of any of the representations or warranties contained in this paragraph. The appointed Responsible Attorney shall remain the Responsible Attorney for the Project unless and until Client appoints a replacement Responsible Attorney by providing the name, e-mail address, and telephone number of the replacement Responsible Attorney and the jurisdiction(s) in which the replacement Responsible Attorney is licensed to practice to CLCS and including such information in the Project Review Protocol.

14. For the avoidance of doubt, Responsible Attorney shall (i) prepare the Project Review Protocol, incorporating the Responsible Attorney's appointment information and the Responsible Attorney's instruction and guidance for the review, prior to commencement of the Services; (ii) participate in a training with the Project Team prior to the commencement of each Project; (iii) be available to the Project Team during the Project's duration to resolve queries requiring Responsible Attorney's determination and make any decisions that may constitute the practice of law; and (iv) participate in the design and execution of a quality control/validation process appropriate to ensure that the review conforms to the Project Specifications. Client agrees and acknowledges that Responsible Attorney shall at all times retain direct supervisory responsibility over the conduct and quality of the review performed by the Document Reviewers, including quality control processes, in support of which Project Manager(s) shall provide reporting of metrics on progress and performance and support reasonable quality control sampling of the results of review as requested or required by Responsible Attorney, in collaboration with CLCS's project management. Client agrees and acknowledges that any production of documents or information in the underlying matter(s), whether based on the results of review by the Document Reviewers or otherwise, including any determination that specific documents or information are exempt from production, is the sole determination of Responsible Attorney. If a Responsible Attorney ceases to work on a particular Project, CLCS may suspend its performance for such Project until Client provides a replacement Responsible Attorney and provides written notice of such replacement to CLCS.

15. For avoidance of doubt, the Parties agree that Managed Review Services are available to the Client upon reasonable request; provided, however, that CLCS is under no obligation to provide Managed Review Services until such time as the Parties have written agreement upon the terms indicated above, and the sufficiency and acceptability of the Project Review Protocol described above, of which such agreement may be established via email between the Responsible Attorney and \_\_\_\_\_ at \_\_\_\_\_@conduent.com on behalf of CLCS. The Project Review Protocol shall be amended based on additional information provided by Responsible Attorney, other counsel for Client, and, with respect to appointment of a new or additional Responsible Attorney, Client. As additional information for the Project Plan and Protocol is provided to CLCS, CLCS, through \_\_\_\_\_, shall send emails to Responsible Attorney with such additional information which shall automatically be deemed to amend Attachment 1.

16. If the law of the United Kingdom applies to Managed Review Services under this Agreement, CLCS is not an entity authorized to provide legal advice and so is not subject to the regulatory regime governing the practice of law by authorized persons and entities in England, Wales, Scotland or Ireland. CLCS does not and will not undertake reserved legal activities (including, without limitation, any conduct of litigation, reserved instrument activities or probate activities, including activities associated with wills), that is specific legal work that can only be performed by authorized persons as defined by the UK Legal Services Act 2007 ("Reserved Legal

Activities”). Client hereby represents and warrants that the Contract Management Services will not include Reserved Legal Activities. Client shall indemnify, defend, and hold CLCS and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with any breach by Client of any of the representations or warranties contained in this paragraph. If in the course of CLCS’s delivery of the Contract Management Services it becomes apparent that the Contract Management Services may include Reserved Legal Activities CLCS will notify the Client to appropriate arrangements for the delivery of such services by duly authorized persons.

SAMPLE



**CONTRACT MANAGEMENT TERMS AND CONDITIONS EXHIBIT  
TO THE MASTER SERVICES AGREEMENT DATED [\_\_\_\_\_] BETWEEN  
CONDUENT LEGAL & COMPLIANCE SOLUTIONS, LLC AND [\_\_\_\_\_]**

1. Definitions. Any term defined elsewhere in the agreement to which these Contract Management Terms & Conditions are attached shall have the meaning(s) ascribed to it there. In addition, each of the following terms shall have the meaning(s) ascribed to them below.

a. "Contract Management Services" (a) means the contract management services to be provided by CLCS in accordance with these Contract Management Terms & Conditions; (b) shall not include any legal judgment or the provision of any Reserved Legal Services.

b. "Document Managers" means persons provided by CLCS, CLCS Affiliates, or their subcontractors to perform Contract Management Services under the direction and supervision of the applicable Responsible Attorney as set forth in this Agreement.

c. "Project" means a particular contract management project for which Client has requested Contract Management Services under this Agreement.

d. "Project Specifications" means a Client's Project specific requirements, including, but not limited to, Project Team requirements, Project location, Project timeline, Project volume, the Contract Management Protocol, conflicts information, proposed workflow, the Workflow Protocol and Responsible Attorney (as applicable) all as set forth in this Agreement.

e. "Contract Management Protocol" (a) means instructions as to legal judgments and risk management and other instructions and guidelines for a Project provided by the Responsible Attorney, as the same may be amended as provided by this Agreement; (b) does not include instructions as to workflows and efficiencies.

f. "Workflow Protocol" means the instructions provided by Client, with input from CLCS, as to the efficient management of the document process, as the same may be amended as provided in this Agreement.

g. "Responsible Attorney" means Client's attorney(s) identified in manner set forth in this Agreement responsible for the (i) direction and supervision of the Contract Management Services under this Agreement, (ii) preparation of management instructions, Contract Management Protocol and Project Specifications, (iii) review and approval of all final drafts of applicable documents prior to execution by the parties, and (iii) conduct, supervision and direction of the (A) Document Managers provided by CLCS to Client pursuant to this Agreement, and (B) underlying contracting process.

2. Client shall, for each Project, identify the Responsible Attorney(s) responsible for providing the Contract Management Protocol to, and working with, CLCS during the project. CLCS shall provide Document Managers to perform the described Contract Management Services under the supervision and direction of Responsible Attorney(s) and subject to the Contract Management Protocol. CLCS shall also provide, if applicable, subject to the Responsible Attorney's approval, Project managers to provide administrative support ("Project Managers"). Document Managers and Project Managers are collectively referred to herein as the "Project Team." If CLCS is performing Contract Management Services, but is not hosting the Client Data, Client shall provide the Project Team with uninterrupted access to the electronic data and documents subject to the Contract Management Services, including remote access to the document database, platform or application on which Project documents are being hosted for management. Project Managers shall provide only general administrative services under this Agreement. Client shall at all times comply with all applicable laws in its provision of a Responsible Attorney.

3. Prior to commencement of Contract Management Services, Client will provide a request for resources including details like the number of resources that will be required to complete the Project.

4. Project Team selection and vetting is done by CLCS, and proposed Project Team Members' bios and/or CVs will be provided to Responsible Attorney, who shall select the Project Team members.

5. Project Team will perform the Contract Management Services based on the Project Specifications, including, without limitation, the Contract Management Protocol provided by the Responsible Attorney(s), and under the direction and supervision of Responsible Attorney(s) and administrative oversight by Project Manager.

6. Training for the Project Team will be conducted prior to commencement of the Contract Management Services and Responsible Attorney will be available for questions regarding the Project and Contract Management Protocol.

7. Responsible Attorney will hold responsibility for reviewing and approving any "final" draft of any document prior to execution by the parties thereto.

8. Prior to commencement of Contract Management Services, the Contract Management Protocol will be provided by the Responsible Attorney, and attached to this Exhibit as Attachment 1 hereto.

9. Prior to commencement of Contract Management Services, Client will provide, with input from CLCS, the Workflow Protocol.

10. Prior to commencement of Contract Management Services, Client will appoint a Responsible Attorney(s) by providing the name(s), e-mail address(es), and telephone number(s) of the Responsible Attorney(s) and the jurisdiction(s) in which the Responsible Attorney(s) is licensed to practice to CLCS, and including such information in the Contract Management Protocol. Upon Client's appointment of a Responsible Attorney(s) (including a replacement Responsible Attorney(s)), the appointment will be incorporated into the Contract Management Protocol by reference.

11. Within ten (10) days after the conclusion of a Project, the Responsible Attorney(s) for the project will provide CLCS with a written certification that: (a) the relevant Project Team and any other CLCS employees who performed Contract Management Services did so in compliance with the Contract Management Protocol; (b) a Responsible Attorney approved all final drafts of applicable documents prior to execution by the named parties; and (c) if the laws of the United Kingdom applied to the provision of the Contract Management Services, CLCS did not undertake any Reserved Legal Activities.

12. Any time the Client appoints a Responsible Attorney, Client represents, warrants and covenants that the Responsible Attorney it appoints is and, for so long as the person appointed serves as Responsible Attorney, will be: (A) admitted to practice law, and; (B) an attorney in good standing, in the relevant jurisdiction(s) for the Project in question. Client represents, warrants and covenants that each Responsible Attorney shall comply with Agreement, including, without limitation, the provisions of the Agreement that require input or action by the Responsible Attorney. The appointed Responsible Attorney shall remain the Responsible Attorney for the Project unless and until Client appoints a replacement Responsible Attorney by providing the name, e-mail address, and telephone number of the replacement Responsible Attorney and the jurisdiction(s) in which the replacement Responsible Attorney is licensed to practice to CLCS and including such information in the Contract Management Protocol.

13. For the avoidance of doubt, Responsible Attorney(s) shall (i) prepare the Contract Management Protocol, incorporating the Responsible Attorney(s)'s appointment information and the Responsible Attorney(s)'s instruction and guidance for the Project, prior to commencement of the Contract Management Services; (ii) participate in a training with the Project Team prior to the commencement of each Project; and (iii) be available to the Project Team during the Project's duration to resolve queries requiring Responsible Attorney(s)'s determination and make any decisions that may constitute the practice of law or that involve legal judgement; (iv) review and approve any and all final drafts of applicable documents prior to execution by the parties. Client agrees and acknowledges that Responsible Attorney(s) shall at all times retain direct supervisory responsibility over the conduct and quality of the services performed by the Document Managers. Client agrees and acknowledges that any "final" document is the sole determination of Responsible Attorney(s). If a Responsible Attorney ceases to work on a particular Project, CLCS may suspend its performance for such Project until Client provides a replacement Responsible Attorney(s) and provides written notice of such replacement to CLCS.

14. For avoidance of doubt, the Parties agree that Contract Management Services are available to the Client upon reasonable request; provided, however, that CLCS is under no obligation to provide Contract Management Services until such time as the Parties have written agreement upon the Project Specifications and other specifics addressed herein, including, without limitation, the sufficiency and acceptability of the Contract Management Protocol, of which such agreement may be established via email between the Responsible Attorney(s) and \_\_\_\_\_ at \_\_\_\_\_@conduent.com on behalf of CLCS. The Contract Management Protocol shall be amended based on additional information provided by Responsible Attorneys, other counsel for Client, and, with respect to appointment of a new or additional Responsible Attorney, Client. As additional information for the Contract Management Protocol is provided to CLCS, CLCS, through \_\_\_\_\_, shall send emails to Responsible Attorney with such additional information which shall automatically be deemed to amend the Contract Management Protocol. In addition, the Client can amend the Workflow Protocol (with any increase in cost and/or level of effort being subject to adjustment of price by Conduent), and as additional information for the Workflow Protocol is provided to CLCS, CLCS, through \_\_\_\_\_, shall send emails to Responsible Attorney with such additional information which shall automatically be deemed to amend the Workflow Protocol.

15. If the law of the United Kingdom applies to Contract Management Services under this Agreement, CLCS is not an entity authorized to provide legal advice and so is not subject to the regulatory regime governing the practice of law by authorized persons and entities in England, Wales, Scotland or Ireland. CLCS does not and will not undertake reserved legal activities (including, without limitation, any conduct of litigation, reserved instrument activities or probate activities, including activities associated with wills), that is specific legal work that can only be performed by authorized persons as defined by the UK Legal Services Act 2007 ("Reserved Legal Activities"). Client hereby represents and warrants that the Contract Management Services will not include Reserved Legal Activities. Client shall indemnify, defend, and hold CLCS and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any breach by Client of any of the representations or warranties contained in this paragraph. If in the course of CLCS's delivery of the Contract Management Services it becomes apparent that the Contract Management Services may include Reserved Legal Activities CLCS will notify the Client to appropriate arrangements for the delivery of such services by duly authorized persons.

16. Within ten (10) days after the conclusion of a Project, Client shall cause the Responsible Attorney(s) for the project will provide CLCS with a written certification that: (a) the relevant Project Team and any other CLCS employees who performed Contract Management Services did so in compliance with the Contract Management Protocol; (b) a Responsible Attorney approved all final drafts of applicable documents prior to execution by the named parties; and (c) if the laws of the United Kingdom applied to the provision of the Contract Management Services, CLCS did not undertake any Reserved Legal Activities. This provision shall survive termination or expiration of this Agreement.