

User Agreement

Part A: Terms and Conditions.

1. This Contract is between your Organization and Discovery Genie. The parties acknowledge and agree that the mutual terms and conditions hereof constitute good and valuable consideration for the obligations hereunder, the receipt and sufficiency of which are acknowledged. All obligations are deemed performed and delivered in Denver, Colorado.

2. Your Organization may establish user accounts for any number of users who are part of or associated with your Organization (each, a “Member”). Your Organization is solely responsible for designating a single Member (your “Administrator”) who is responsible for adding, modifying or removing users from your Organization, by notifying Discovery Genie of the identity of the Administrator. If your Organization’s Administrator changes, you must notify Discovery Genie in writing from another member of your Organization who is an authorized Discovery Genie user. Any change to the Administrator of your Organization will be legally effective when Discovery Genie updates your Organization’s account to reflect your Organization’s notification of such change. Subject to any Special Terms, Discovery Genie is may rely on, and your Organization is bound by, (a) any instructions received from your Organization’s Administrator, and (b) any notification from any authorized user in your Organization of the designation of a new Administrator for your Organization. The Administrator of your Organization is:

[Your Organization designates the Administrator]

3. Each individual user, identified by a unique email address, must have an active subscription with Discovery Genie to access GenieSys.

4. Your Organization is legally responsible for all payments to Discovery Genie (a) for subscription charges as required hereunder (“Subscription Charges”), or (b) as incurred when any Member finishes a Job in the GenieSys (each, a “Job Charge”).

5. Subject to the Special Terms, your Organization is responsible for establishing and maintaining an active payment method for your Organization, which may be a bank account (authorized for ACH payments) or credit card, which will be charged automatically when any Subscription Charge or Job Charge is incurred. If any payment is declined as to any Subscription Charge or Job Charge, Discovery Genie may, in its sole discretion, (a) refuse to deliver the Job until receipt of payment of the Job Charge; (b) disable your ability to access the functional capabilities of the GenieSys, including, without limitation, (i) creating, modifying or deleting any Case, including adding or removing any other user’s access to the Case; (ii) creating, modifying, accessing the functionality (upload, email classification, review, finish, download) of any Job or any settings thereof; (iii) accessing any active user data (uploaded emails, attachments or electronic

documents; finished jobs available for download); or (iv) accessing or modifying settings for any user or for your Organization; or (c) suspend or terminate your user account.

6. All Subscription Charges are fully earned and non-refundable upon the placement or renewal of any subscription for your Organization.

7. All Job Charges are fully earned and non-refundable when any Member finishes a Job by clicking the button marked "Accept and Finish."

8. If any payment for Subscription Charges or Job Charges is rejected, fails to process, or is not received when due pursuant to any Special Terms, (a) Discovery Genie may immediately suspend your Organization's account until payment is received in full; and (b) you will pay all amounts due promptly, together with (i) an administrative charge of \$50.00 or 5% of the overdue payment, whichever is higher, plus (ii) interest at the rate of 1.5% per month until all amounts have been collected. You agree to pay all of Discovery Genie's costs of collection in the event any payment is not timely received, including, without limitation, reasonable attorneys' fees.

9. Subject to any Special Terms, each subscription will automatically renew upon the end of the then-current subscription period, at Discovery Genie's pricing for the duration (i.e., monthly or annual) and type (regular, premium, etc.) in effect at the time of the renewal. You may cancel any subscription at any time, per the terms of the following paragraph, to avoid incurring a subscription fee upon renewal.

10. When you terminate the subscription of any Member, you may elect either of the following: (a) to maintain full access to and use of the Functional Systems of the GenieSys until the expiration of the subscription according to its terms (this is recommended unless the Member has been terminated from your Organization); or (b) immediately terminate all further access to the GenieSys (recommended if the Member has been terminated from your Organization).

11. If any subscription is terminated for violation of the Terms of Use, the subscription fee is deemed fully earned and non-refundable.

12. Discovery Genie is not responsible to maintain historical records of Cases, Jobs, or any other records related to any user upon expiration or termination of any subscription.

13. You acknowledge and agree that the electronic signature of the representative of your Organization contained in this Contract is binding on the Organization in all respects, and that such representative is duly authorized to enter into this Contract.

14. Use of the GenieSys is subject to Discovery Genie's [Terms of Use](#), as the same may be updated or amended from time to time, with or without notice, which are incorporated herein by reference as though restated in their entirety. In the event of any conflict between the terms hereof and the Terms of Use, the Terms of Use will control, unless (a) the conflicting term is contained

in the Special Terms hereof, and (b) this Contract bears the manual signature of an officer of Discovery Genie.

15. All subscriptions and special terms are a material part of this Contract.

16. Except where the terms hereof expressly require a manual signature, the electronic signature of any party hereto shall be deemed the effective signature of the signatory for all legal purposes. You waive any claim, defense, or challenge to the binding nature of this Contract based on the insufficiency of your authorized representative's electronic signature.

Part B: Subscriptions.

17. The following subscriptions, renewed pursuant to the terms hereof or as amended by the Administrator from time to time, are in effect for your Organization, as authorized and evidenced by the signature of your authorized representative appearing below.

[Your Organization designates the Subscriptions]

Part C: Special Terms.

18. Notwithstanding anything contained herein to the contrary, Special Terms that purport to modify the Terms and Conditions are not binding on Discovery Genie unless this Contract is manually signed by an officer of Discovery Genie adjacent to such Special Term.

19. Subject to the foregoing paragraph, the following terms apply to this Contract:

[Special Terms as agreed between Discovery Genie and your Organization]

Terms of Use

Discovery Genie LLC ("Discovery Genie") provides this website (sometimes referred to herein as the "GenieSys" or "this website") to you, subject to these terms of use ("Terms"). The Terms constitute a legal agreement between you and Discovery Genie and govern all use of this website, including all content, information, and services provided on the GenieSys. **By accessing, browsing, or using the GenieSys, or any of the services available through this website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.** As used in these Terms, "you", "your" and other variations refer to the individual using the GenieSys and the entity for whom the individual is working while using the GenieSys. We may update these Terms at any time, with or without notice to you. Each time you access this website, you agree to be bound by the Terms then in effect. You acknowledge, by use of the GenieSys, that your use of this website in any respect constitutes good and valuable consideration for your obligation to be legally bound by these Terms.

License

By offering the GenieSys for use, Discovery Genie provides you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and use the information and services on the GenieSys, strictly subject to and in accordance with these Terms. We reserve the right to terminate this license at any time and for any reason. Your failure to comply with these Terms will result in automatic termination of this license, with or without prior notice, and upon termination of this license resulting from such failure, you must immediately destroy all copies of downloaded materials in your possession or control. You will be subject to all legal and equitable remedies for violation of the Terms and may be subject to damages and other appropriate remedies for any violation. Except for the limited license set forth in these Terms, Discovery Genie does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, trade secrets, or other proprietary or intellectual property rights.

Usage Restrictions

By accessing, browsing, or using the GenieSys, you agree to the following restrictions:

- you will not use, intentionally or unintentionally, any of the content, information, or services on this website in a manner contrary to or in violation of any applicable international, national, federal, state, or local law, rule, or regulation having the force of law or contrary to any of the Terms;
- you will not use this website in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for this website;
- you will not interfere with any other party's appropriate and lawful use and enjoyment of this website, or of any of the content, information, or services provided on this website;
- you will not upload, post, or otherwise transmit any content that you do not have a right to transmit under the Terms and under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- you will not upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- you will not attempt to gain unauthorized access to any services, accounts, computer systems, or networks connected to any server used for the GenieSys, through password mining, hacking, or any other means;
- you will not seek to gain access to any materials or information through any means not intentionally made available by Discovery Genie, and if you gain any such access you will immediately quarantine all materials and information received, notify Discovery Genie of such access, and follow the instructions of Discovery Genie and otherwise cooperate with Discovery Genie to destroy such materials and work to avoid further such unintended disclosures;
- you will not reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, or otherwise exploit the GenieSys, or any portion thereof without Discovery Genie's prior written consent, except that (i) you may use and process your own materials that you have uploaded onto the GenieSys in the manner contemplated by the GenieSys, and (ii) you may reproduce limited content from this site describing Discovery Genie's products and services solely to educate users or potential users about Discovery Genie's products and services;
- you will not use any framing techniques to enclose any portion of the GenieSys (including, but not limited to, images, text, page layout, and form) without Discovery Genie's prior written consent;
- you will not make any use of the trademarks, service marks, trade names, logos, and graphics on the GenieSys without Discovery Genie's prior written consent;
- you will not determine or attempt to determine, through the use of any network monitoring or discovery software or otherwise, the GenieSys architecture, structure, code, or workflows of the GenieSys, attempt to reverse-engineer or reproduce the functionality of the GenieSys, or extract information about usage, individual identities, or users of the GenieSys;
- you will not create, engage in, or join as an employee any business or endeavor that competes, directly or indirectly, with the GenieSys, or is otherwise engaged in providing services similar to those offered on the GenieSys;
- you will not use any robot, spider, other automatic software or device, or manual process to monitor or copy the GenieSys (or any portion thereof) or the content, information, or services on the GenieSys without Discovery Genie's prior written consent;
- you will not collect any email addresses made available on the GenieSys or use any of the same for purposes of promotions or marketing campaigns;

- you will not distribute, on or through the GenieSys, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become customers, users, or members of any enterprise or organization without Discovery Genie's prior written permission; and
- you will not use or otherwise export or re-export the GenieSys, or any portion thereof, in violation of the export control laws and regulations of the United States of America or any other country.

Intellectual Property Rights

The technology provided on this website is owned by or licensed to Discovery Genie and protected by United States and international intellectual property laws; all of such technology is the trade secret of Discovery Genie, and patents have been issued and/or are pending for such technology where appropriate. Discovery Genie and its licensors retain all proprietary rights to all such content and technology. You agree to respect Discovery Genie's ownership and rights to the technology and contents of the GenieSys, including without limitation, you irrevocably covenant and agree not to (i) contest Discovery Genie's ownership thereof, (ii) challenge patents issued to Discovery Genie for such technologies, (iii) challenge whether Discovery Genie's technologies and processes constitute Discovery Genie's trade secrets and/or whether such technologies and processes are subject to legal protection, (iv) disclose to any other person or entity any of Discovery Genie's proprietary information that may come into your hands, (v) infringe on or misappropriate any of Discovery Genie's patents (whether pending or issued), trademarks, copyrights and trade secrets, and (v) use or make other commercial use thereof except through the authorized use of the GenieSys. If any of Discovery Genie's proprietary or protected information comes into your hands, you agree to contact Discovery Genie immediately to advise Discovery Genie of such disclosure and to cooperate with Discovery Genie to return or destroy all copies or instances of such proprietary information, and to limit or eliminate any further disclosure. The trademarks, service marks, trade names and logos appearing on this site are proprietary trademarks and services marks of Discovery Genie or its licensors, and you agree to respect Discovery Genie's ownership thereof and not to infringe Discovery Genie's rights therein. To the fullest extent permitted by applicable law, your use of the GenieSys constitutes your affirmation of the validity of all Discovery Gene patents, trademarks, copyrights and trade secrets, and your waiver of any claims, causes of action, or legal challenges of any kind to or against any of Discovery Genie's intellectual property rights, including, without limitation, any rights or claims in and to patents, trademarks, copyrights, trade secrets, or any other form of intellectual property protection cognizable under applicable law.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

DISCOVERY GENIE PROVIDES THE GENIESYS “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO:

- WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS;
- WARRANTIES THAT ACCESS TO ANY PRODUCT WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE;
- WARRANTIES AS TO THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE; AND
- WARRANTIES WITH REGARD TO ANY CONTENT OR SOFTWARE THAT HAS BEEN MODIFIED IN ANY WAY BY ANYONE OTHER THAN, AND WITHOUT THE EXPRESS APPROVAL OF, DISCOVERY GENIE.

BY ACCESSING, BROWSING, OR USING THE GENIESYS, YOU ACKNOWLEDGE THAT

- PROVISION OF CONTENT AND SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF OR DAMAGE TO DATA OR MEDIA;
- THE GENIESYS, AND THE PRODUCTS AND SERVICES REFERENCED HEREIN MAY NOT SATISFY CUSTOMER REQUIREMENTS;
- IN THE EVENT OF ANY CLAIM ARISING FROM ANY ALLEGED FAILURE OF DISCOVERY GENIE TO PROVIDE SERVICES OR DELIVERABLES OFFERED BY THE GENIESYS, REGARDLESS OF LEGAL THEORY, DISCOVERY GENIE’S LIABILITY IS LIMITED TO THE AMOUNT OF MONEY ACTUALLY PAID BY YOU TO DISCOVERY GENIE FOR THE SPECIFIC JOB GIVING RISE TO SUCH CLAIM.

IN NO EVENT WILL DISCOVERY GENIE BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR

- INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH USE OF THE GENIESYS, WHETHER OR NOT DISCOVERY GENIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE;
- ANY CLAIM(S) RELATING IN ANY WAY TO CUSTOMER’S INABILITY OR FAILURE TO ACCESS, PROCESS, OR USE DOCUMENTS OR EMAILS,

OR ANY LOGS, INDICES OR LISTS OF SUCH DOCUMENTS OR EMAILS, EVEN IF ASSISTED BY DISCOVERY GENIE;

- ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON THE AVAILABILITY OF OR CONTENT MADE AVAILABLE THROUGH THE GENIESYS.

No Disclosure of Privileged Material

As used herein the term “User Information” means the contents of any job (or any portion thereof), generally consisting of files, emails or other materials, uploaded into the GenieSys for processing.

As used herein the term “Metadata” means, (a) with respect to computer files, data about the computer file itself, such the filename, creation date, author, modification date, or notes saved with respect to such file, but excluding the contents of the file or document itself; and (b) with respect to emails, data about the email itself, such as the email addresses contained in the to, from, cc, or bcc fields, data contained in the subject line, data regarding the transmission of the email, the date and time the email was sent or received, the number and filenames of attachments included with the emails, and other similar information, but excluding the contents of the body of the email itself.

As used herein the term “Predictive Algorithm” means the feature included in the GenieSys which sorts emails into categories ranging from “very likely privileged” to “very likely produce,” based upon (a) email addresses obtained from the Metadata included with your User Information as Metadata, and (b) your classification of such email addresses as being owned by an attorney, a client, an adverse party, or a third party.

By using the GenieSys, you acknowledge and agree to the following:

- It is assumed that Metadata will not include any privileged, protected or confidential information, and that it is your sole responsibility to redact, modify, or withhold any User Information containing Metadata that contains or includes any such privileged, protected or confidential information. You and Discovery Genie acknowledge and agree that your disclosure to Discovery Genie (or anyone acting by, through or under Discovery Genie) of any privileged, protected or confidential material contained in Metadata shall be conclusively deemed an inadvertent disclosure for all legal purposes.
- The GenieSys provides draft logs, in editable format, of the User Information processed by the GenieSys containing Metadata. It is your sole responsibility to review all logs before disclosing them to any person to ensure that no privileged, protected or confidential information is contained in such logs.

- The Predictive Algorithm consists of a mechanical application of general rules related to the attorney-client privilege based solely upon the roles you assign to the email addresses contained in Metadata, and are provided solely for your convenience, and not as any legal advice that any particular email or file, or any portion thereof, is privileged, non-privileged, or otherwise. The Predictive Algorithm classifies the owner of unknown email addresses as “third party” by default. The Predictive Algorithm assigns the same prediction to email file attachments as it does to the email to which the file is attached, without regard to the Metadata of the file attachment or contents of the file attachment itself. The Predictive Algorithm does not process any information other than email addresses and the roles (attorney, client, adverse party or third party) that you assign to such email addresses, and does not take into consideration any of the substance of any User Information other than the email addresses contained in the Metadata. By using the Predictive Algorithm, you acknowledge and agree that (a) it is your sole responsibility correctly classify all email addresses, including accepting or changing any default classification to ensure that such classification is correct, and (b) it is your sole responsibility to review the draft results of the Predictive Algorithm to make the final determination of whether any particular email or document is correctly designated as to whether it is to be withheld under a claim of privilege or produced.
- Your upload of User Information does not constitute the disclosure of such User Information to any person, including, without limitation, Discovery Genie (or anyone acting by, through or under Discovery Genie), for purposes of waiver of attorney-client privilege, waiver of confidentiality, or any other legal purpose. You and Discovery Genie agree that Discovery Genie’s services are purely mechanical in nature, similar to the mechanical action of printing, making photocopies of documents, or scanning documents provided by print shops or copy shops, and that Discovery Genie provides no services of any type related to the substantive content of any User Information.
- Information regarding case names, parties thereto, case numbers, party representations, jurisdictions or other information is entered by you solely for your internal use, and that Discovery Genie does not investigate or verify the accuracy thereof, or use such information for any purpose other than for your convenience, including in preparing invoices and naming folders and deliverables to make them easy for you to identify.
- Discovery Genie does not provide any legal services, representation or advice. No attorney-client relationship is formed between you, or any other user of the Discovery Genie website, on the one hand, and Discovery Genie on the other. By using the GenieSys, you waive any objection to any other person’s use of the GenieSys and services provided thereunder, including, without limitation, any person being, acting for, or representing any adverse party to you and/or your clients in any legal action. Such waiver explicitly applies to and includes, without limitation, adverse or non-aligned parties using Discovery Genie’s services, even if such use occurs in the same in the same

legal proceedings for which you use the GenieSys and services. You use the content, information, and services on the GenieSys at your own risk.

- Any disclosure to you of User Information belonging to any other person will conclusively be deemed an inadvertent disclosure of the same for purposes of waiver of attorney-client privilege or any other right such other party may have to maintain the privilege or confidentiality of such User Information. You agree that, in the event you receive any User Information belonging to any third party through your use of the GenieSys, you will immediately quarantine all such inadvertently received User Information, notify Discovery Genie of such access, and follow the instructions of Discovery Genie and otherwise cooperate (at no expense to you) with Discovery Genie to return and/or destroy such materials and such other steps necessary to avoid further such unintended disclosures.

Registration and Account Information

Certain sections of the GenieSys may require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform us of any changes to that information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, all permissions granted to any other person with respect to any job, and you agree to accept responsibility for all activities that occur under your account or password and/or under any job you create, own or access. If you believe there has been unauthorized use, you must notify us immediately, in which case you acknowledge that we may immediately disable your account and permanently remove any data, including any cases or jobs, owned by your account.

Payment and Download of Deliverables

Unless explicitly agreed otherwise in writing, you agree to pay for each job prior to downloading the processed job. Your finalization and payment for any job establishes your confirmation of all privilege/produce designations and your acceptance of the deliverables (logs, pdfs) resulting from processing your User Information submitted for such job. All of Discovery Genie's fees for any job are conclusively deemed earned upon finalization of such job, i.e., when you click the "Finish" button to complete a Job. You hereby direct any credit card issuer to deny any objection to payment of amounts due to Discovery Genie upon presentation of a copy of these Terms to the issuer. The GenieSys will retain the job (and allow additional downloads of the same job) for 48 hours after your initial download, after which all pdfs will be permanently deleted. Subject to the foregoing, you must download all completed jobs within 30 days following the time when the GenieSys notifies you the job is available for download; all jobs that have not been downloaded within such time will be deleted permanently and irretrievably from the GenieSys. The GenieSys

may retain the metadata and job information (but not any part of the body of any email, attachment or electronic document) for any job after the pdfs have been deleted.

Termination

You acknowledge and agree that Discovery Genie, in its sole discretion, may terminate your account and/or website access if your conduct is found to be unlawful, inconsistent with, or in violation of, the letter or spirit of the Terms, or for any other reason. Discovery Genie shall not be liable to you or any third party for termination of access to the GenieSys. Should you object to any terms and conditions of the Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of the GenieSys.

Indemnification

You agree to indemnify, defend, and hold Discovery Genie and its officers, directors, employees, affiliates, agents, licensors, and suppliers harmless from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by you.

Governing Law and Jurisdiction

The validity and effect of the Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to Colorado's choice of law provisions might result in applying the law of another state, and any action involving you and Discovery Genie arising out of or relating to these Terms shall be filed only in state or federal courts located in Denver, Colorado, and you hereby consent to and submit to the personal jurisdiction of such courts for the purpose of litigating any such action, it being acknowledged and agreed that all services provided by Discovery Genie are performed and delivered in Denver, Colorado. In the event you fail to make any payment to Discovery Genie under the Terms or under any invoice for any job produced by Discovery Genie, (a) you agree to reimburse Discovery Genie for all costs, fees and expenses incurred in collecting amounts you owe to Discovery Genie, including, without limitation, reasonable attorneys' fees, whether or not litigation or other legal action is filed, and (b) the court shall award to Discovery Genie all costs, fees and expenses incurred in any collection activity, including, without limitation, reasonable attorneys' fees, together with all costs, fees and expenses, including reasonable attorneys' fees, expended in the collection of any judgment entered in favor of Discovery Genie.

Severability of Provisions

If any provision of these Terms is deemed unlawful, void, or unenforceable, to the extent reasonably possible, that provision shall be revised so as to be enforceable to the maximum

extent reasonably possible and, as so amended, enforced, and the invalidity of any provision shall not affect the validity or enforceability of any other provision.