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

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- 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.

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- 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 Confidential or 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.

- As part of its services, Discovery Genie provides training and support. At your option, any training and support may be provided using dummy data provided by Discovery Genie. However, if you elect to receive training or support using data you provide, you and Discovery Genie agree that: (1) your data will be used solely for upload into the GenieSys, and Discovery Genie personnel are prohibited from taking possession of any media containing your data, and that such data shall be used solely by uploading it into the GenieSys just like any other data processed by Discovery Genie; and (2) by providing training, neither Discovery Genie nor anyone acting on Discovery Genie's behalf obtains access to the contents of your data that would constitute a disclosure of any such data.
- 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

The following terms and conditions apply to *all* types of services and accounts:

- 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. You may elect to re-open a job to change your designations, subject to Discovery Genie's security settings. If you re-open any job and make any changes to your original designations, the GenieSys will overwrite your original designations with your subsequent designations, and has no ability to retrieve or recall your previous designations. You waive any claims against Discovery Genie for the modification of any deliverables by re-opening or modifying your original designations.
- 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 uploaded user data and the deliverables constituting the job (and allow additional downloads of the same job) for a period of time set by you, up to one (1) year, after your initial download (the "holding period"), after which all original files and pdfs will be permanently and irrevocably deleted. You bear the sole responsibility of setting the holding period for your work.
- Discovery Genie bears no responsibility for recovery of loss of data from its system due to expiration of the holding period.
- 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 pdfs and user data have been deleted.

- Unless explicitly agreed otherwise by electing a Subscription account, you agree to pay for each job prior to downloading the processed job.
- Contract paralegal services are charged separately from, and are not included in, regular plan charges (i.e., system usage charges) of any type.

The following terms and conditions apply to *Subscription* or *Unlimited Usage* accounts:

- Unless otherwise agreed to in writing by Discovery Genie, the term of a Subscription or Unlimited Usage account is for 12 months. Unless otherwise agreed in writing by Discovery Genie, payments will be made monthly on the day of the month upon which the account is established for the duration of the subscription period.
- Unless otherwise agreed to in writing, or unless you cancel your subscription prior to renewal, upon the expiration of the then-current subscription term, the subscription will automatically renew for an additional twelve-month period.
- Discovery Genie reserves the right to increase the subscription charge upon renewal, based on your usage of the system. If Discovery Genie increases the charge, Discovery Genie will notify you of the increase at least thirty (30) days prior to renewal. If you do not cancel your subscription prior to renewal, the subscription will renew at the new rate, and you waive any objection to the new rate.

The following terms and conditions apply to *Prepaid* accounts:

- Prepaid amounts are credited to your account for use at any time.
- Prepaid amounts do not expire.
- Prepaid amounts are non-refundable, and may only be used for Discovery Genie services.
- By creating a Prepaid account you agree to fund your Prepaid account for at least twelve (12) months (for monthly accounts) or one (1) year for annual accounts. You may upgrade your Prepaid account (i.e., increase the discount by increasing the monthly/annual prepaid amount) at any time. You may downgrade your Prepaid account (i.e., decrease the discount by decreasing the monthly/annual prepaid amount) at any time following the initial term.
- Discounts will be applied at the then-current discount rate established for your account, according to the monthly/annual Prepaid amount selected.
- If you downgrade your Prepaid account to zero—i.e., elect to stop prepaying your account—your prepaid amount will remain available, but no discount will be applied upon usage.
- If your Prepaid account is insufficient to completely cover the cost of any job, you must pay the balance of such job at the time of Finishing. All amounts charged in excess of the amount of your Prepaid Account will be billed at the discounted rate applicable to your account based on the amount of your prepayment.

The following terms and conditions apply to *Contract Paralegal* services:

- Discovery Genie provides “Contract Paralegal” services for the sole purpose of organizing, deduplicating, and formatting raw data as necessary for upload to the GenieSys.
- Notwithstanding the designation of such services as “Contract Paralegal” services, Discovery Genie does not provide legal advice or services, does not act as the agent for the user, and does not represent any client of the user. No attorney-client or other relationship is established between Discovery Genie and the user by requesting or accepting “Contract Paralegal” services.
- Contract Paralegal services will not be provided or billed without notifying you in advance. Once accepted or requested by you, Contract Paralegal services will be deemed earned when performed, and your obligation to pay for such Contract Paralegal services will be absolute upon performance of such services, whether or not (a) the data for which Contract Paralegal services ordered are uploaded into the GenieSys; or (b) the data for which Contract Paralegal services are ordered are Finished.
- Contract Paralegal services must be paid by credit card within five (5) business days of invoice. Discovery Genie reserves the right to bill your credit card on file for unpaid Contract Paralegal services.

Custom Pricing

Discovery Genie may offer custom pricing, meaning different per-document charges for cases with a high volume of documents. All custom pricing must be agreed to, in advance, by Discovery Genie. If Discovery Genie agrees to custom pricing for a case, the following terms and conditions apply:

- By using the GenieSys and by creating a job for any case within the GenieSys, you represent and warrant that each and every job within a case consists solely of documents to be processed specifically for that case, and that submitting jobs for multiple actual litigation matters within a single “case” in Discovery Genie constitutes a material violation of this Agreement.
- In the event of any violation of this provision, you agree that without further notice Discovery Genie may (a) charge your credit card or ACH account on file for an amount equal to three times the difference between the custom pricing and Discovery Genie’s standard pricing, and (b) Discovery Genie may suspend or permanently revoke your account with Discovery Genie without further notice, irrespective of whether such suspension or revocation results in the loss of work in process on any job.

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.