

# MASTER SERVICES AGREEMENT

*Revision Date: September 1, 2024*

BY LOGGING ON AND USING THE LEXBE EDISCOVERY PLATFORM (“LEP”) OR OTHER LEXBE SERVICES, OR BY EXECUTING OR CONSENTING TO AN INCORPORATING AGREEMENT, CUSTOMER AND YOU AGREE TO THE TERMS OF THIS AGREEMENT. LEP AND OTHER LEXBE SERVICES ARE PROTECTED BY COPYRIGHT AND OTHER LAW. ANY IMPROPER ACCESS OR RELATED ACTIVITY IS STRICTLY PROHIBITED. DEFINED TERMS ARE INCLUDED AT THE END OF THIS AGREEMENT. THIS AGREEMENT INCLUDES LIMITATIONS ON LIABILITY.

## **1. Authorization.**

(a) Customer, acting through one or more Customer Authorized Agents, hereby authorizes Lexbe to establish, continue and/or maintain an Account or Accounts with Lexbe on Customer's behalf to provide the Lexbe Services in connection with the Customer Data to Customer and Authorized Users.

(b) Lexbe hereby grants to the Customer and Authorized Users a non-exclusive, non-transferable, worldwide right to use LEP, solely for the Permitted Use, in connection with the Customer's Account, subject to the terms and conditions of this Agreement including Customer's timely payment of invoices or other Customer obligations (“Account License”). Except for the Permitted Use by Authorized Users, no other use of LEP or other Lexbe Services is permitted. All rights not expressly granted to an Authorized User are reserved by Lexbe.

(c) Customer and Authorized Users may use LEP only for a Permitted Use and shall not: (i) interfere with or disrupt the integrity or performance of LEP or the data contained therein; (ii) attempt to gain unauthorized access to LEP or its related systems or networks; (iii) use LEP in violation of this Agreement, an Incorporating Agreement, any Lexbe policy communicated to the Customer or Authorized Users, or applicable law.

(d) Customer and Authorized Users shall not (i) directly or indirectly, by any means, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, LEP or Lexbe Content; (ii) modify LEP or Lexbe Content or make derivative works thereon; or (iii) reverse engineer or access LEP or Lexbe Technology in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of LEP, or copy any ideas, features, functions or graphics of LEP.

(e) The terms of this Agreement constitute an offer by Lexbe to the Customer and Authorized Users to utilize LEP exclusively under the terms and conditions set forth in this Agreement. No contrary or additional terms or conditions proposed by the Customer or Authorized Users will be accepted by Lexbe and any such proposed contrary or additional terms are to be construed as proposals to amend this Agreement which are hereby rejected unless otherwise indicated in a written instrument executed by an executive officer of Lexbe making specific and express reference to this Agreement or the Incorporating Agreement, and the contrary or additional terms proposed by the Customer or Authorized Users. The use of LEP or other Lexbe Services by the Customer or Authorized Users, or the payment by the Customer for Lexbe Services, shall be deemed unqualified acceptance of the terms and conditions included in this Agreement.

(f) Use of a stable fast broadband internet connection and the latest release of a modern web browser (e.g., Chrome, Edge, Firefox, or Opera), properly configured and functioning, are required to use LEP. Otherwise functionality may suffer.

(g) Lexbe reserves the right to modify any of the Lexbe Services at any time, including features,

functionality, pricing, or other aspects of LEP.

(h) This Agreement, including the Incorporating Agreement, are valid only when accepted by Lexbe.

(i) Only Authorized Users may access or use LEP or other Lexbe Services, and use by others is strictly prohibited.

(j) The LEP License Term for the Customer will commence on the earlier of: (i) as provided in an Incorporating Agreement, or (ii) the first date that an Authorized User in the Customer Account logs into LEP. The LEP License Term for the Customer will end on LEP Account termination as provided in Sections 14-16 of this Agreement.

**2. Customer Data.** Lexbe does not own or make an ownership claim to the Customer Data. The Customer and/or the Authorized Users, and not Lexbe, are solely responsible for the accuracy, quality, integrity, legality, reliability, usage, Intellectual Property Rights, transfer, and right to use the Customer Data.

**3. Customer Data Confidentiality.** Lexbe agrees and understands that the Customer Data is intended to be confidential, and will take reasonable steps to ensure that the Customer Data stored on LEP is not inappropriately disclosed. Lexbe understands that the Customer Data may be subject to attorney-client privilege or be 'attorney work product', and agrees to hold such materials as an agent of the attorney or attorneys handling any Proceeding in connection with the Customer Data stored in a Lexbe Account. Subject to applicable law or a valid order from a court or other tribunal of competent jurisdiction, Lexbe agrees not to disclose the Customer Data to any person or entity other than to the Customer, Authorized Users, or as the Customer or Authorized Users authorize or instruct. If access to Customer Data is requested by a third party (e.g., by way of subpoena or investigative demand), Lexbe will promptly notify the Customer and/or an Account Administrator of such action, and subject to other provisions in this Agreement, tender to the Customer Lexbe's defense responding to such requests, and reasonably cooperate with the Customer concerning Lexbe's response thereto.

**4. Service Level Agreement.** Lexbe guarantees to Customer that Customer's access to Customer's LEP Account will have access and availability of at least 99.9% of the time in a billing month, based on 24-hour days for the number of days in the subject month from the Internet in the United States ("Service Level Agreement"). If Customer's access and availability to Customer's LEP Account is less than 99.9%, then Customer will be entitled to a pro-rata credit for charges during the period of unavailability, except that credit under this section shall not be applicable or available in connection with any failure or deficiency of access or availability caused by or associated with Service Level Credit Exceptions. To receive a credit, the Customer must make a request by sending an email message to [support@Lexbe.com](mailto:support@Lexbe.com). Each request in connection with this Service Level Agreement must include dates and approximate times of the unavailability of the Customer's LEP Account and must be received by Lexbe within ninety (90) days after Customer's LEP Account was not available. Credits under this section are the sole and exclusive remedy of the Customer with respect to any failure or deficiency in connection with access or availability of Customer's LEP Account.

**5. Privacy, Disclosure.** Lexbe's general privacy policies may be viewed at: <https://www.lexbe.com/privacy-policy/>. Lexbe reserves the right to modify its privacy policies at any time. Lexbe occasionally may need to notify all Authorized Users of LEP (whether or not they have opted out as described above) of important announcements regarding the operation of LEP, and Customer hereby authorizes this or any related contact.

**6. Intellectual Property.** (a) Lexbe, and its licensors, where applicable, own and shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to Lexbe Technology, Lexbe Content, Lexbe Services, Collected Statistics, and any Customer Feedback.

(b) This Agreement is not a sale and it does not convey to Customer or Customer's Authorized Users any rights of ownership or Intellectual Property Rights in or related to Lexbe Services, Lexbe Technology or Lexbe Content. Lexbe's name, logo, and the product or service names associated with Lexbe Services are trademarks of Lexbe, and no right or license is granted to use them.

(c) Lexbe may use and reproduce Customer Feedback for the purpose of creating Lexbe Marketing Materials, in which Lexbe will include appropriate attributions and acknowledgments to the Customer and/or individual offering the Customer Feedback if the Customer or Authorized Users are specifically identified. The Customer or Authorized Users may revoke this permission at any time by providing specific written notice to Lexbe, and upon receipt of such notice, Lexbe will cease using the applicable Customer Feedback in new Lexbe Marketing Materials and shall remove the Customer Feedback from existing online Lexbe Marketing Materials within ten days and for printed materials on the next print update.

(d) Customer grants to Lexbe a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data (within the Lexbe Services) and the Collected Statistics and perform all acts as may be necessary, helpful, or useful for Lexbe, its staff, and authorized third parties to provide the Lexbe Services, including maintenance of the Lexbe Services and the Customer's Account, improving functions with Customer's Account, and supporting the integrity of Lexbe Services and related data processing systems. Any use of Collected Statistics by Lexbe outside of use for Customer's Lexbe Account(s) will be anonymized to not display any specific individual PII.

**7. Responsibilities of the Customer and Authorized Users.** The Customer and Authorized Users are solely responsible for all usage of LEP and other Lexbe Services, including the following specific responsibilities:

(a) To use effective password and account access security to maintain the confidentiality of their Customer Data and the security of their access to LEP and other Lexbe Services.

(b) To notify Lexbe immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

(c) To report to Lexbe immediately and use reasonable efforts to stop immediately any improper use of LEP or other Lexbe Services that is known or reasonably suspected by the Customer or Authorized Users, including any access by persons not Authorized Users.

(d) To not impersonate another Lexbe Authorized User or provide false identity information to gain access to or use LEP.

(e) To not take any action in connection with LEP or other Lexbe Services that is prohibited by this Agreement.

(f) To maintain original or periodic backup copies of all Customer Data as needed, as LEP is not intended as a permanent or sole store of any important Customer Data. Case Archives may be created on request to Lexbe Professional Services (additional charges apply) as described elsewhere in this Agreement.

(g) To only use LEP and other Lexbe Services at or under the direction of a licensed attorney representing Customer.

(h) To use LEP and other Lexbe Services only if at least 18 years of age, and otherwise legal in the jurisdiction of the Authorized User's residence and use.

(i) To keep any and all information regarding Lexbe that might be considered a trade secret, confidential, or protected information under applicable law confidential and to comply with all relevant legal requirements concerning the protection of such information.

(j) To follow and comply with all applicable local, state, national, and foreign laws, treaties, and regulations in connection with their use of LEP and other Lexbe Services, including those related to PII, data privacy, international communications, and the transmission of technical or personal data.

**8. Account Types.** Lexbe offers various account types to utilize Lexbe Services, as specified in the applicable Incorporating Agreement. Various LEP Account types that may be specified include the following:

(a) LEP Evergreen Accounts. LEP Evergreen Accounts are month-to-month obligations without extended-term commitments, and are billable based on the amount on the maximum number of LEP Cases hosted in an account during the month (calculated as the product of the applicable per Case hosting charge multiplied by the maximum number of Cases hosted in the Account at any time during the month, minimum one Case), the amount of Ingestion Processing utilized in the LEP Evergreen Account during the month (calculated as the product of the Ingestion Processing charge multiplied by the number of GBs uploaded into the LEP Evergreen Account), and the amount of Archive Processing utilized in the LEP Evergreen Account during the month (calculated as the product of the Archive Processing charge multiplied by the number of GBs archived as Case Archives from an LEP Evergreen Account). There is no specific charge for self-service Customer initiated creation and downloads of Briefcases and Productions, but unnecessary, repetitive, or excessive use of this feature (as determined by Lexbe in its sole discretion) is prohibited and may lead to limitation of the Account or Account termination. Lexbe will bill the Customer following the end of each calendar month for charges incurred in an LEP Evergreen Account during the previous month (e.g., June usage is billed in arrears in July), at the contractual rate specified in the Incorporating Agreement. In Evergreen Accounts each separate Proceeding must be maintained in a separate Case and multiple Proceedings cannot be combined into a single billable Case. When using File Storage Archives to store or manage ESI for the purpose of uploading to an LEP Evergreen Account or for any purpose other than within the original application where the ESI was created, the archive file must not use any form of compression that reduces the file size. Compression must be disabled or set to a "0% compression" level or the like to ensure the file size on disk remains identical before and after the archiving process. Native compression techniques employed by the original application in which the ESI was created and before collection in connection with eDiscovery are permissible, provided these do not alter the data integrity or substantially reduce file size.

(b) LEP Flex Accounts. LEP Flex Accounts are month-to-month commitments without extended-term commitments, and are billable based on the amount of LEP Account Storage, as well as any other usage of Lexbe Services in LEP Flex Accounts. Lexbe will bill the Customer following the end of each calendar month for charges incurred in an LEP Account during the previous month (e.g., June usage is billed in arrears in July), at the contractual rate specified in the Incorporating Agreement, or at the rate of \$15/GB per month if unspecified or otherwise applicable, for the greatest amount of LEP Account Storage used in the month.

(c) LEP Subscription Accounts. LEP Subscription Accounts are fixed time commitments and are not cancellable before the end of a contractual term. LEP Subscription Accounts are based on the maximum authorized LEP Account Storage in the LEP Subscription Account. If such maximum authorized LEP Account Storage is exceeded in a billable month, then based on the amount of Overage Customer Data in the LEP Subscription Account, such Overage will be billed at the rate of \$15/GB/month (unless another rate is specified in the applicable Incorporating Agreement) for all Overage Customer Data. LEP Subscription Accounts may either be prepaid or billable in monthly installments, as provided in the applicable Incorporating Agreement.

(d) LEP Hibernation Accounts. LEP Hibernation Accounts are available for Customer Data previously hosted in LEP Flex Accounts, LEP Subscription Accounts, or LEP Evergreen Accounts. LEP Hibernation Accounts are not accessible by the Customer or Authorized Users while hibernated and are suitable for Cases in which processed and coded Customer Data will not require access by Customer or Authorized Users for an extended period of several months or more, but may require active access and use in the

future. Subject to other contractual restrictions, Customer Data can be transferred between LEP Hibernation Accounts and the previous hosted Account type, upon request to a Lexbe Professional Services staff member and will be billable by Professional Services staff members under current hourly rates.

LEP Accounts and Non-LEP Accounts can also use other Lexbe Services and such services will also be billed monthly or regularly to the Accounts and are the payment responsibility of the Customer.

**9. Lexbe AI Services Usage.** The Customer and Authorized Users are responsible for all decisions made, advice given, actions taken, and failures to take action based on use of Lexbe AI Services. Lexbe AI Services use machine learning models that generate predictions based on patterns in data without direct human review, intervention, or supervision, using both Lexbe created and third party supplied algorithms. Output generated by a machine learning model or other artificial intelligence services is or may be probabilistic and should be evaluated for accuracy as appropriate for Your use-case or use, including by the Customer employing human review of such output. As part of utilizing Lexbe AI Services that employ third party services the Customer and Authorized Users agree to the terms of use and privacy policies of the applicable third party services, including data retention or training by such third parties. As part of utilizing Lexbe Copilot, the Customer agrees to the terms of use, data retention and use, and privacy policies of OpenAI.com, Anthropic.com, and AWS.Amazon.com. The Customer and Authorized Users acknowledge and agree that the use of, or reliance upon, any Lexbe AI Services is solely at the Company's and/or Authorized Users' sole risk.

**10. LEP Account Storage Calculations.** For LEP Flex Accounts, LEP Subscription Accounts, and Legacy-Hibernation Accounts, Lexbe calculates the billable storage for the month for an eDiscovery Platform Account as the greatest amount of Customer Data and other ESI stored in such Account, in GBs, rounded up to the next greater GB ("LEP Account Storage"). Billed LEP Account Storage includes processed Customer Data uploaded and other ESI created or stored in an LEP Account. For LEP Subscription Accounts, billable LEP Account Storage includes contracted storage capacity whether or not used. LEP Account Storage size may increase beyond the amount of the Customer Data uploaded because of ZIP, RAR, PST, or other archive file compression/decompression, PDF, TIFF image, placeholder file creation, text extraction, OCR, index creation, and update, SQL database creation, and update, Production, Briefcase, and Archive creation, and other miscellaneous processes. If Customer Data or other ESI is removed from such an LEP Account, or an LEP Case, or such an LEP Account or LEP Case is deleted, the effect will not be reflected in the current monthly billing, which is based on the greatest LEP Account Storage for the month. Instead, reductions in the LEP Account Storage will be reflected in the succeeding month. Cancellation of an LEP Flex Account or Legacy-Hibernation Account will not be reflected for the month of cancellation, which instead are billed reflecting the greatest amount of LEP Account Storage in the applicable month.

**11. Billing for Lexbe Services other than LEP.** If the Customer or an Authorized User requests or otherwise engages Lexbe staff for any Lexbe Services, Customer will pay for these Lexbe Services based on Lexbe's contracted or current rates, usually at per GB, per page, per document, and/or hourly rates, as applicable. Account type designations as reflected on Lexbe's books and/or the relevant Incorporating Agreement are for convenience in this regard and any Lexbe Services may be ordered in any Account type, subject to Lexbe's acceptance of the Order or request. Except for Lexbe Services that are specifically provided as courtesy or free in the Customer Support Policy, or as otherwise provided or limited in this Agreement, all Lexbe Services are billable to Customer at current or contracted billing rates, as applicable.

**12. Billing Fees, Cycle & Information.** The Customer agrees to provide Lexbe with complete, accurate, and valid billing and contact information, and to provide Lexbe with updated information when any of the foregoing changes. This information includes the Customer's legal name and street address, the name, email address, and phone number of all Account Administrators, and the name, email address, and telephone number of authorized billing payables contacts. Fees for Lexbe Services are exclusive of all

taxes, levies, or duties imposed by taxing authorities, and the Customer shall be responsible for payment of all such taxes, levies, or duties. For LEP Accounts that are not prepaid, the Customer authorizes and agrees to pay current monthly billings by credit card and to maintain a valid credit card on file with Lexbe for payment, including all required information to allow prompt billing, unless otherwise agreed in writing by Lexbe. Unless otherwise agreed in writing by Lexbe, all payments for Lexbe Services are due immediately on billing. Once incurred, payment obligations for Lexbe Services are non-cancellable and all amounts paid are nonrefundable, including amounts paid for unused term or capacity of LEP Subscription Accounts. With respect to any particular job, Order, or services part of Lexbe Services, Lexbe may require that Customer present an approved purchase order, provide or increase a Customer Deposit, prepay for Lexbe Services, or pay with a valid credit card, as a condition to Lexbe's offering, providing, or completing any Lexbe Services, or releasing any Customer Data to Customer or Authorized Users. If the Customer has provided or is required to provide a credit card for billing, the Customer agrees to maintain valid and updated information to Lexbe. If the Customer believes an invoice, statement, receipt, or other Customer billing information is incorrect, the Customer must contact Lexbe in writing within 60 days of the date of the invoice, statement, receipt, or other Customer billing information in order to be eligible to receive an adjustment or credit.

**13. Non-Payment and Suspension.** In addition to any other rights granted to Lexbe by this Agreement, Lexbe reserves the right to suspend, limit, or withhold access to any Lexbe Service if an Account becomes delinquent in payment, or the Customer or any Customer Authorized User violates this Agreement or an Incorporating Agreement. Invoices sent to Customer that are not timely paid are subject to all lawful expenses of collection (including attorneys' fees) and are further subject to simple interest at the rate of 0.8333% per month, or the maximum permitted by law, whichever is less. The Customer will continue to be charged for LEP Account usage during any period of suspension, including if Customer and Authorized User access to Customer Data has been limited, suspended or terminated. If the Customer or Lexbe terminates this Agreement, the Customer will remain obligated to pay the balance due on the applicable Account computed in accordance with this Agreement, or if applicable, in an Incorporating Agreement. Lexbe may charge such billed and uncollected amounts to any credit card provided on the Account. With respect to future Lexbe Services ordered or requested by Customer at any time, Lexbe may require a Customer Deposit, or prepayment, or may rightfully refuse to render continued Lexbe Services.

**14. Termination of Accounts by Customer.**

(a) All LEP Accounts and this Agreement will remain in effect until terminated as provided in this Section or the next.

(b) Any LEP Accounts may be terminated by Customer in writing by email to sales@lexbe.com, sent by a Customer Authorized Agent, meeting all the requirements of this Section including advance notice for specific account types. The cancellation notice must specify the LEP Account to be canceled if the Customer maintains more than one LEP Account with Lexbe. Notice to any individual Lexbe staff member(s) alone will not serve as an effective termination notice if it does not otherwise meet the requirements of this Section.

(c) The Customer may terminate an LEP Evergreen Account, LEP Flex Account, or LEP Hibernation Account by notifying Lexbe of Account termination as specified in Section 14(b) at least five business days prior to the end of any month. Such a timely termination will be effective on the last day of the month in which the termination is requested, and the applicable LEP Account will be billable for the month of termination and invoiced in the succeeding month in arrears. Otherwise, the cancellation will be effective as of the last day of the following month and invoiced in arrears the next month.

(d) Termination will not limit the term of an existing LEP Subscription Account, as such accounts are non-cancellable for the subscription term, or any other contractual term in an Incorporating Agreement.

(e) The Customer may terminate LES-Only Accounts at any time, subject to payment of contracted or

ordered Services.

#### **15. Termination by Lexbe.**

(a) Lexbe may terminate any existing Account upon a material breach of this Agreement or an Incorporating Agreement by the Customer or any Authorized User. Any breach of the Customer's payment obligations (e.g., failing to pay Lexbe's invoices within 10 days of the due date, or failing to maintain a current and valid credit card) or unauthorized use of Lexbe Technology or Lexbe Services (at any time) by the Customer, a Customer Authorized Agent, or an Authorized User will be deemed a material breach of this Agreement.

(b) Lexbe may terminate an LEP Evergreen Account, LEP Flex Account, or LEP Hibernation Account by written notice to any Account Administrator (including via email) at least five business days prior to the end of any month. Such a timely cancellation will be effective on the last day of the current month and the applicable LEP Account will be billable for the month of termination and invoiced in the succeeding month in arrears. Otherwise, the cancellation will be effective as of the last day of the following month and invoiced in arrears the next month.

(c) Lexbe may cancel a Promotional Account or an LES-Only Account at any time.

**16. Customer Data Following Account Termination.** On cancellation or termination of any LEP Account, Lexbe has no obligation to retain the associated Customer Data. In particular, Lexbe may delete such Customer Data from LEP upon termination or expiration of an LEP Account for any reason. The Customer may request prior to Account termination that Lexbe Professional Services provide a Case Archive of all Cases in an LEP Account. The charge for Case Archives will be the Archive Processing charge, or other current or contracted per GB rate depending on Account type, plus the hourly cost of Professional Services staff in preparing and completing the Case Archive. However, Lexbe is under no obligation to complete a Case Archive until any past due amounts on the LEP Account owed by Customer to Lexbe have been paid in full and the anticipated charges for the Case Archive have been paid or any Lexbe request for a Deposit or future payment has been satisfied by the Customer.

**17. Representations and Warranties.** Lexbe, the Customer, and the Customer's Authorized Users each represent and warrant to the others that each has the legal power and authority to enter into this Agreement and for Lexbe and the Customer, an Incorporating Agreement if applicable. Lexbe represents and warrants it will use commercially reasonable efforts to provide access to LEP to the Authorized Users on an LEP Account, subject to any limitations or restrictions included in this Agreement or any Incorporating Agreement.

The Customer and each Authorized User represent and warrant to Lexbe that:

(a) such Customer and Authorized User have not falsely identified themselves nor provided any false information to gain access to LEP,

(b) the Customer Account will be used only for the Permitted Use,

(c) the Customer and Authorized Users have the authority to access and use the Customer Data and to use Lexbe Services in connection with the Customer Account,

(d) the Customer and each Authorized User understand that LEP is a supplemental tool for experienced lawyers and other litigation professionals and it is not meant for use by persons who do not fully understand or cannot manage the litigation process unaided,

(e) the Customer and each Authorized User agree that they are responsible for legal compliance regarding the Customer Data and not Lexbe, including the identification, collection, storage, usage, and transmission of any PII contained in Customer Data,

(f) the Customer is a licensed attorney or law firm including licensed attorneys, or has retained a licensed attorney or attorneys to handle the Proceeding(s) or other matters which require the use of Lexbe Services and such attorney or attorneys will advise the Customer and Authorized Users as applicable in the proper use of Lexbe Services from a legal (not technical) perspective, and

(g) the Customer and Authorized Users are relying on their own skills and competence or other third-party sources of expertise and advice, and are not relying on Lexbe or Lexbe-Associated Persons for any legal representation or advice.

**18. Ancillary Services.** If Lexbe is requested by the Customer or an Account Administrator to engage in Ancillary Services or Lexbe is required to engage in Ancillary Services through legal process in connection with or involving the Customer or Authorized Users, and Lexbe agrees to perform the Ancillary Services, then Lexbe will charge the Customer and the Customer will pay Lexbe for the Ancillary Services as quoted by Lexbe to Customer, or as otherwise performed by Lexbe personnel at Lexbe's then-current hourly rates for the required personnel, plus any associated out-of-pocket expenses.

**19. Indemnification.** The Customer and Authorized Users shall indemnify and hold Lexbe and Lexbe-Associated Persons harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data is improper; (ii) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (iii) a claim, which if true, would constitute a violation by the Customer or Authorized Users of the Customer or Authorized Users' representations and warranties in this Agreement or the applicable Incorporation Agreement; or (iv) a claim arising from the breach of this Agreement by the Customer or Authorized Users or the Customer's agents; provided in any such case that (a) Lexbe gives written notice of the claim to the Customer; (b) Lexbe gives the Customer sole control of the defense and settlement of the claim, provided that the Customer may not settle any claim unless the Customer obtains an unconditionally release of Lexbe and Lexbe-Associated Persons of all liability and such settlement does not adversely affect Lexbe's business or the Lexbe Services in Lexbe's opinion; (c) Lexbe provides to the Customer all available information and reasonable assistance; and (d) Lexbe has not compromised or settled such claim.

Lexbe shall indemnify and hold the Customer harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with (i) a claim alleging that LEP directly infringes a third party's (a) copyright, (b) U.S. patent issued as of the Effective Date, or (c) trademark; or (ii) a claim, which if true, would constitute a violation by Lexbe of its representations or warranties contained in Section 17 of this Agreement; provided in any such case that the Customer (a) gives written notice of the claim to Lexbe; (b) gives Lexbe sole control of the defense and settlement of the claim (provided that Lexbe may not settle or defend any claim unless it unconditionally releases the Customer of all liability); (c) provides to Lexbe all available information and reasonable assistance; and (d) has not compromised or settled such claim. Lexbe shall have no indemnification obligation, and the Customer and Authorized Users shall indemnify Lexbe and Lexbe-Associated Persons pursuant to this Agreement, for claims arising from any infringement arising from the combination of LEP with any of the Customer and Authorized Users' products, service, hardware, or business processes.

The liability of parties under this section may be limited in amount or otherwise by other sections of this Agreement, including Sections 20-24.

**20. Limitations in Lexbe Services.** Lexbe may accept or reject any particular request for Lexbe Services. The Customer and Authorized Users understand, agree, and accept that Lexbe has not guaranteed any particular standard or level of Lexbe Services other than the Service Level Agreement and that all services and software are inherently imperfect and subject to error. The Customer should maintain its own backup and archival copies of the Customer Data. Also, the Customer and Authorized Users understand and accept that substantially all computer software of any complexity, including Lexbe



Technology and Lexbe AI Services, contain bugs, defects, and errors, and these bugs, defects, and errors can lead to errors in Lexbe Services. In particular, search, OCR, images and PDF creation, redaction, text and metadata extraction, and PST, email and file archive creations and extraction processes are complex and can and often are subject to various errors, inaccuracies, or limitations due to various factors. Authorized User access speed to LEP and latency in displaying or accessing documents can be affected by many factors including user local connection speed (up and down), connection quality, user local computer hardware and network, user OS and browser version type and configuration, user local computer and network configuration overall, and numerous other factors. Lexbe does not guarantee access speed or any particular latency. All important documents included in Customer Data and ESI should be manually reviewed and the Customer and Authorized Users should not rely exclusively on Lexbe Technology and/or Lexbe Services. The standard of conduct and care in connection with Lexbe Services will be commercially reasonable care (subject to limitations in this Agreement), and not a 'best-efforts' or higher standard.

**21. DISCLAIMER OF REPRESENTATION & WARRANTIES.** EXCEPT AS SPECIFIED IN SECTION 17 OF THIS AGREEMENT, LEXBE AND LEXBE-ASSOCIATED PERSONS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, WHETHER AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, EVEN IF LEXBE OR LEXBE-ASSOCIATED PERSONS WERE INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION, LEXBE AND LEXBE-ASSOCIATED PERSONS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF LEXBE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) LEXBE SERVICES WILL MEET ANY PARTICULAR REQUIREMENTS, NEEDS, OR EXPECTATIONS (EVEN IF KNOWN TO LEXBE), (C) LEXBE SERVICES WILL BE WITHOUT ERROR, ACCURATELY REPRODUCED OR RELIABLE, (D) LEXBE SERVICES ARE BUG-FREE, ERROR-FREE, OR DEFECT-FREE OR THAT BUGS, ERRORS OR DEFECTS WILL BE CORRECTED. LEXBE SERVICES, LEXBE TECHNOLOGY AND LEXBE CONTENT ARE PROVIDED TO THE CUSTOMER AND USERS STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND NON-INTERFERENCE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LEXBE AND LEXBE ASSOCIATED PERSONS.

**22. DELAYS OR FAILURES.** THE OBLIGATIONS OF ANY PARTY TO THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, LATENCY, DELAYS, AND OTHER PROBLEMS PARTICULAR OR COMMON IN THE USE OF COMPUTERS, THE INTERNET, AND ELECTRONIC COMMUNICATIONS. NO PARTY IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**23. LIMITATIONS OF LIABILITY.**

(A) IN NO EVENT SHALL A PARTY OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER RELATED DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE LEXBE SERVICES, THIS AGREEMENT OR AN INCORPORATING AGREEMENT, EVEN IF THE PERSON FROM WHICH OR WHOM DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S ASSOCIATED PERSONS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER AN ACTION IS SOUGHT IN CONTRACT, NEGLIGENCE, OTHER TORT, OR OTHERWISE.

(B) LEXBE UTILIZES THIRD-PARTY SOFTWARE LIBRARIES AND SERVICES AS PART OF LEXBE SERVICES AND LEXBE TECHNOLOGY AND LEXBE WILL HAVE NO LIABILITY IN CONNECTION WITH ANY FAILURE OF LEXBE SERVICES OR LEXBE TECHNOLOGY IN CONNECTION WITH

THOSE LIBRARIES OR SERVICES FOR ANY REASON, INCLUDING LEXBE'S SELECTION OR USE OR MISUSE OF SUCH LIBRARIES OR SERVICES.

(C) IN NO EVENT WILL ANY OF LEXBE-ASSOCIATED PERSONS HAVE ANY LIABILITY OF ANY KIND, IN RELATION TO ANY MATTER INVOLVING LEXBE OR RELATED TO THIS AGREEMENT OR LEXBE SERVICES, AND THE CUSTOMER AND USERS AGREE TO LOOK SOLELY TO LEXBE FOR SATISFACTION OF ANY SUCH CLAIM AND TO NOT MAKE ANY SUCH CLAIM OR BRING ANY SUCH ACTION AGAINST LEXBE-ASSOCIATED PERSONS. ANY SUCH CLAIMS ARE HEREBY WAIVED. IF SUCH A CLAIM IS MADE IT WILL BE DISMISSED BY THE APPLICABLE TRIBUNAL.

**24. Reduced Statute of Limitations.** The Customer and Authorized Users agree that regardless of any statute or law to the contrary, any Dispute arising out of or related to the use of the Lexbe Services, an Incorporating Agreement, or this Agreement made by Customer or Authorized Users must be filed within two years after said claim or cause of action arose or shall be forever barred.

**25. Local Laws and Export Control.** LEP or other Lexbe Services may be subject to United States export controls. LEP may not be downloaded, used, accessed, or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Russia, Syria, or any other country which is currently subject to U.S. embargos or other sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List. By using LEP or other Lexbe Services, Customer and each Authorized User (as applicable) represent and warrant that such Authorized User is not located in, under the control of, or a national or resident of any such sanctioned country or on the Denied Persons List.

**26. Notice.** Lexbe may give notice to Customer of any matter requiring notice pursuant to this Agreement by any of the following methods: notice on an invoice, statement, receipt, or other billing document sent or provided to the Customer, notice by electronic mail to a Customer Authorized Agent, notice to Account Administrators made on an Account Administrator accessible page on LEP, general notice on LEP made available to Authorized Users, notice on login to LEP, notice in LexNotes, or an email message sent to Authorized Users. In each instance, such notice will be deemed when made available or sent to Customer and will bind Customer and Users. Lexbe may also give notice by written communication sent by first-class mail or pre-paid post to the Customer's address as reflected in Lexbe's records. The Customer and Authorized Users may give notice to Lexbe at any time by any of the following: Written communication delivered by nationally recognized overnight delivery service or first class postage prepaid mail, certified with return receipt requested, to the following address: Lexbe Inc., 8303 North MoPac Expressway, Suite B-225, Austin, TX 78759, addressed to the attention of: CEO; or an email sent to [notice@lexbe.com](mailto:notice@lexbe.com).

## **27. Certain Privacy and Related Laws**

(a) EU/Swiss Personal Data. To the extent that Customer or Authorized Users store, access, transmit, process, or otherwise use EU/Swiss Customer Data, in connection with the use of or access to LEP and the other Lexbe Services, then the EU/Swiss Data Processing Addendum, located at: [www.Lexbe.com/EU-Swiss-Data-Processing-Addendum/](http://www.Lexbe.com/EU-Swiss-Data-Processing-Addendum/), is incorporated by reference herein and shall control over inconsistent provisions in this Agreement.

(b) PRC Data. To the extent that Customer or Authorized Users store, access, transmit, process, or otherwise use PRC Customer Data, then this subsection will apply. The Customer shall be responsible as the handler responsible for the collection, storage, use, alteration, transmission, provision, disclosure, and deletion of applicable PRC Customer Data from any natural persons resident of the PRC, and will independently determine the purposes and means of processing the applicable PRC Customer Data subject to PRC Data Protection Laws. In particular, the Customer represents with respect to any applicable PRC Customer Data, that (i) any necessary consent of the applicable individuals has been obtained, (ii) the applicable individuals have been informed of their rights under PRC Data Protection Laws, (iii) such PRC Customer Data is not collected or generated within the PRC by critical information

infrastructure operators (CIIOs), or otherwise prohibited by PRC cybersecurity authorities, and (iv) to the knowledge of the Customer, no PRC state secrets are included in the PRC Customer Data. With respect to PRC Customer Data subject to PRC Data Protection Laws, Lexbe will be considered an entrusted party and will process the applicable PRC Customer as provided in this Agreement.

(c) Data Protection Laws Generally. The Customer will ensure that any Customer Data uploaded to LEP or otherwise provided to Lexbe meets the local law requirements of all applicable data protection laws and regulations in jurisdictions where custodians reside or Customer Data is collected. As applicable in any jurisdiction, the Customer and not Lexbe will be the data controller as defined under the applicable data protection laws, and as data controller, the Customer shall be responsible for, and shall exercise control over, the processing of personal data, ensuring such processing is in compliance with applicable data protection laws, including removal of PII as required. Lexbe will take necessary measures to safeguard the security of the applicable Customer Data and assist the Customer of its obligations, as provided in this Agreement and as required under applicable data security laws on request.

**28. Modifications to this Agreement.** Lexbe reserves the right to modify or amend the terms and conditions of this Agreement at any time, effective upon posting of an updated version of this Agreement on LEP, at Lexbe.com, or by providing notice as provided in Section 26. When revised, the Revision Date at the top of this Agreement will also be modified. Subsequent renewal of an LEP Account, or continued use of LEP after any such modifications (except as provided in the next sentence), shall constitute the Customer's consent to such changes. If the Customer objects to the modifications, then the objecting Customer will promptly notify Lexbe of the objections and then the existing version of the Agreement prior to the objected-to modifications will remain in effect for the objecting Customer. Upon such objection, the objecting Customer may continue using Lexbe Services as before the modification, but this Agreement will terminate with respect to the objecting Customer at the end of the then-current License Term for an applicable LEP Account unless the end of the then-current License Term is ten days or less following the objection, in which case this Agreement will terminate at the end of the succeeding License Term for an applicable LEP Account, but not more than forty-five (45) days following the objection. Lexbe and any particular Customer may enter into a written modification to this Agreement to govern the relationship between Lexbe and such particular Customer (and applicable Account) and such agreement will control over this Agreement. To be effective, such modification between Lexbe and the particular Customer must be written, specifically refer to this Agreement as a modification or amendment, and be signed by the CEO of Lexbe to be effective against Lexbe. Modification of this Agreement by any means permitted in this Agreement will also bind all Authorized Users.

**29. Assignment.** The Customer and Authorized Users may not assign this Agreement without the written consent of Lexbe. Upon the event of Lexbe's merger, acquisition, or sale of substantially all of its assets, Lexbe may assign its rights and obligations under this contract to the assignee without the need for obtaining prior consent from the other Parties.

**30. Disputes.** The Customer, Authorized Users, and Lexbe agree that as the exclusive means of bringing adversarial proceedings to resolve a Dispute, a party must bring such a proceeding in the United States District Court for the Western Division of Texas, Austin Division, or in a Texas state court of sufficient jurisdiction sitting in Travis County, Texas. The Customer, Authorized Users, and Lexbe hereby waive any objection they may have now or hereafter to the location of an adversarial proceeding described in the prior sentence, and any objection on the ground that such action or proceeding in such court has been brought in an inconvenient forum.

**31. Waiver of Jury Trial.** Any Dispute will be heard by a judge without a jury, and THE CUSTOMER, THE USERS, AND LEXBE WAIVE ALL RIGHTS TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**32. Attorney Fees.** If the Customer, Lexbe or the Authorized Users employ attorneys to enforce any right in connection with a Dispute, the prevailing party shall be entitled to recover reasonable attorneys' fees.

The prevailing Party will be determined to be the Party that has most successfully proven the Party's claims in the matter, not merely the Party that has received a positive reward.

**33. Agreement Interpretation.** The failure by any Party to enforce any right or provision in this Agreement or any Incorporating Agreement shall not constitute or operate as a waiver of such right or provision by such Party unless expressly and specifically acknowledged and agreed to by such Party in writing. Whenever possible, each provision of this Agreement and any Incorporating Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or is invalid under applicable law, it shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any Incorporating Agreement. If a Party is entitled under this Agreement or any Incorporating Agreement to make a decision or determination, or take or refuse an action, then that decision, determination, or action may be made in such Party's sole discretion for any reason or for no reason, unless this Agreement or any Incorporating Agreement provides expressly and specifically to the contrary. This Agreement and any Incorporating Agreement will not be construed in favor of one Party or another, no matter who drafted this Agreement, any Incorporating Agreement, or any provision. References to 'include', 'includes', 'including' or the like in this Agreement will be interpreted as including 'without limitation', and shall not be interpreted as being restricted to the referenced items.

**34. Interpleader Available.** If there is a Dispute regarding ownership of Customer Data, Customer authorizes Lexbe, on behalf of the Customer and its Authorized Users, to bring an Interpleader Action and to have its legal and other expenses in connection with Interpleader Action.

**35. No Legal Partnership or Joint Venture.** No joint venture, partnership, employment, or agency relationship exists between Customer, Authorized Users, Lexbe, Associated Persons of Lexbe or Customer, as a result of this Agreement or the provision or use of the Lexbe Services.

**36. No Waiver.** The failure by any Party to enforce any right or provision in this Agreement shall not constitute or operate as a waiver of such right or provision by such Party unless specifically acknowledged and agreed to by such Party in writing.

**37. Survival.** The provisions of Sections 19-36 will survive termination of this Agreement for any reason.

**38. Governing Law.** This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction.

**39. Entire Agreement.** This Agreement, and if applicable an Incorporating Agreement, comprise the entire agreement and understanding between the Customer, the Authorized Users, and Lexbe regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the Customer, the Authorized Users, and Lexbe.

**40. Definitions.** The following terms will have the following meanings in this Agreement:

"Account(s)" refers to the use of LEP and other Lexbe Services, by the Customer and Authorized Users, as reflected in the accounting or other records of Lexbe, or as described in an Incorporating Agreement.

"Account Administrator(s)" means (a) anyone designated as an Account Administrator in an Incorporating Agreement, and (b) one or more individuals granted account administrator or similar elevated rights in an LEP Account by or at the direction of the Customer, including the ability to add and remove LEP Account Cases and Authorized Users, instructing Lexbe regarding the applicable Customer Account(s), and otherwise administering the use of LEP on behalf of the Customer and Authorized Users. The Customer's Account Administrators may also designate other Customer Account Administrators on behalf of the Customer within LEP.

“Account License” has the meaning described in Section 1 of this Agreement.

“Affiliate” means any individual or entity, who or that, directly or indirectly, controls, is controlled by, or is under common control with, the subject individual or entity. Control includes ownership or voting control of more than 50% of the voting, equity securities of a subject entity.

“Agreement” means this Master Services Agreement, as applicable between Lexbe, the Customer, and its Authorized Users, as may be updated from time to time pursuant to this Agreement. This Agreement may be incorporated by reference into any Incorporating Agreement or Order.

“Ancillary Services” means services or other activities requested of Lexbe or Affiliates by the Customer or an Account Administrator, or services required of Lexbe or Affiliates in connection with a Proceeding involving a Case, the Customer Data, or any Authorized Users, including Custom Development and subpoena compliance.

“Archive Processing” applies to certain Lexbe Account types, as specified in the applicable Incorporating Agreement, and refers to billing for the amount of Customer Data exported or archived from a Customer’s LEP Account using LEP’s ‘Case Archive’ functionality, which must be done by Lexbe Professional Services staff at Customer’s direction. The billing amount is calculated as the product of the Archive Processing charge per GB (as specified in the applicable Incorporating Agreement, or if none is specified, \$25/GB) multiplied by the number of GBs downloaded/archived from the applicable LEP Account, plus applicable Professional Services staff hourly billing charges to run the archive service.

“Associated Persons” means an entity’s officers, directors, owners, employees, independent contractors, attorneys, agents, and Affiliates. “Customer-Associated Persons” are the Associated Persons of the Customer. “Lexbe-Associated Persons” are the Associated Persons of Lexbe.

“Audio Transcription” means an integrated Lexbe Service using Amazon Transcribe, an automatic speech recognition service with speech to text capabilities for supported audio and video file formats, described here: [AWS.amazon.com/Transcribe](https://aws.amazon.com/Transcribe).

“Authorized Agent” means any individual with authority to bind the Customer.

“Authorized User(s)” means a Customer’s Account Administrator(s) and other Customer-Associated Persons who are authorized to use LEP by an Account Administrator, and have been supplied user identifications by an Account Administrator (or by Lexbe at the request of an Account Administrator(s) or other Authorized Agent of the Customer).

“Auto-Language Translation” means an integrated Lexbe Service using Amazon Translate, a neural machine language translation service, described here: [AWS.amazon.com/Translate](https://aws.amazon.com/Translate).

“Cognitive Image Recognition” means an integrated Lexbe Service using Amazon Rekognition, a image recognition and analysis service, described here: [AWS.amazon.com/rekognition](https://aws.amazon.com/rekognition).

“Briefcase” means the ability of an Authorized User to create a download including specified documents as part of Customer Data as part of an LEP Account for selected offline viewing using the named ‘Briefcase’ function within LEP. Briefcases should not be used as a substitute for a Production. Production functionality in LEP should be used instead for that purpose.

“Case(s)” means a designation of a specific litigation case, investigation, or other legal matter within LEP. One LEP Account may contain multiple LEP Cases.

“Case Archive” means a service provided by Lexbe Professional Services staff to do Archive Processing from a Case or Cases, including as requested for specifically designated or all documents: Productions, Briefcases, Authorized User-created facts and issues, Authorized User-created notes, and supported

metadata and Authorized User-coded data in a Case.

“Collected Statistics” means usage data, performance information, metadata, analytics, and similar information collected in the course of diagnosing, providing or improving the Lexbe Services, or for internal business processes.

“Culling Services” means a Lexbe Service to reduce the amount of Customer Data to be loaded into a Customer LEP Account or otherwise used or reviewed in eDiscovery, by applying Customer-supplied date ranges, custodian filters, file type or extension filters, search terms or similar parameters to filter ESI.

“Custom Development” means any software or other Intellectual Property Rights specifically designed and developed for the Customer by Lexbe, including any modification, customization, or configuration of Lexbe Technology. Any Custom Development undertaken by Lexbe in its discretion shall be owned by Lexbe and become part of the Lexbe Technology.

“Customer” means the individual or entity (a) identified as Customer in an Incorporating Agreement, and/or (b) paying for an Account License as reflected in the Order or in Lexbe’s billing records. If the Customer is using LEP on behalf of an Affiliate as an agent of the Affiliate, then the Customer refers as well to the Affiliate, and the Affiliate is bound by this Agreement.

“Customer Authorized Agent” means an individual who: (i) executed the Incorporating Agreement on behalf of the Customer, (ii) is an Account Administrator, or (iii) otherwise is an Authorized Agent of the Customer.

“Customer Data” means all ESI related to or uploaded to Customer’s Account(s), or any other Case-related data, information, or material provided or submitted by a Customer or Customer’s Authorized Users to Lexbe in the course of utilizing Lexbe Services, but excluding any Lexbe Content.

“Customer Deposit” means a security deposit for future payments or obligations that are or may be owed on a Customer Account that Lexbe may request at any time or from time to time, including a request for an increase in an existing Customer Deposit. Customer Deposits are held by Lexbe in a non-segregated bank account until the close of the Customer Account and not applied to current billings, unless earlier applied to accrued current or accrued billings, or released to Customer in Lexbe’s discretion after one year of timely payment of billings. Failure of the Customer to provide a requested Customer Deposit, or a requested increase in the Customer Deposit, when the Customer has an outstanding accounts receivable owing to Lexbe, may result in Lexbe suspending Customer Account access or canceling a Customer Account.

“Customer Feedback” means requests, suggestions, ideas, recommendations, product enhancements, statements, quotes, feedback, information, and any other content provided by Customer, Customer-Associated Persons, or Authorized Users in the course of or related to using the Lexbe Services.

“Customer Support Policy” means Lexbe’s current customer support policy, available at: <https://lexbe.com/lexbe-customer-services-policy/>

“Designated Services” mean certain Lexbe Services that may be specified in an Incorporating Agreement as initial Lexbe Services that Customer authorizes Lexbe to undertake. The Designated Services are intended to be specified initial Lexbe Services only and not to be a limitation of Lexbe Services requested or authorized by Customer generally.

“Dispute” means any dispute arising out of, in connection with, or relating to this Agreement or an Incorporating Agreement, or the breach thereof, including a Technology Injunction Action or an Interpleader Action, or relating to the use of Lexbe Services by Customer or Authorized Users, or to any acts or omissions of any kind for which the Customer or Authorized Users contend Lexbe or Lexbe-Associated Persons are or may be liable.

“Effective Date” means in connection with any Account, the earlier of, as applicable: (a) the date specified in an Incorporating Agreement as an “effective date” or the like, (b) the date an Incorporating Agreement is signed by the Parties, (c) the first date a Customer’s Authorized User begins using LEP, or (d) the date Lexbe otherwise first begins providing Lexbe Services to Customer.

“ESI” means electronically stored information, including electronic documents and other electronic files and data of any kind.

“EU/Swiss Customer Data” means EU/Swiss Personal Data as defined in the EU/Swiss Data Processing Agreement, located <https://www.lexbe.com/EU-Swiss-Data-Processing-Addendum/>, and incorporated by reference herein.

“File Storage Archives” refer to collections of ESI consolidated into one or more archive files for the purposes of storage, organization, or management. These archives may contain various file types and typically preserve the original directory structure and metadata. File Storage Archives are commonly used for backups, file transfers, and long-term data retention, and are often created using formats including 7Z, PST, RAR, TAR, and ZIP.

“Forensics Services” means activities of Lexbe digital forensics experts and staff who assist in the process of locating, accessing, preserving, collecting, investigating, manipulating, and analyzing ESI for litigation discovery, consulting, testimony, and related services. Forensics Services are billed hourly at contracted or current rates.

“Free Customer Support” means Lexbe’s policy of providing limited free customer support to Authorized Users of LEP as detailed in Lexbe’s current Customer Support Policy. Support requests requiring or utilizing Lexbe staff assistance outside of Lexbe Free Customer Support Policy, including priority and emergency support requests, should be submitted to Professional Services, and are billable under Professional Services contracted or current rates. Lexbe may also limit or suspend Free Customer Support for Customer at any time in Lexbe’s discretion, including if the Customer is past due on payment obligations to Lexbe, or if Authorized Users have not been trained or require retraining for optimal LEP usage.

“Free ESI Upload Service” refers to a Lexbe service to load previously collected Customer Data to an Customer LEP Account, with no hourly or per GB loading charge, so long as the Customer Data to be loaded is considered ‘standard’ under Lexbe’s then-current Customer Support Policy, which may be applicable to some LEP Accounts. Non-standard loads will incur hourly billing charges from Lexbe’s Professional Services staff at contracted or current hourly rates. This service is offered to a particular Account only if specified in the applicable Incorporating Agreement, and may be offered for a limited period or on a promotional basis, and may be terminated at any time.

“GB” means 10<sup>9</sup> bytes of ESI, such as Customer Data, rounded up to the nearest whole GB.

“Incorporating Agreement” means (a) any written agreement between Lexbe (which is signed by an executive officer of Lexbe) and any person that incorporates by reference this Agreement, including any agreement titled “eDiscovery Account & Work Authorization” between Lexbe and Customer, or the like, and (b) any email communication or correspondence from Lexbe to Customer confirming the renewal of an LEP Subscription Account, the transfer of the Customer Data between LEP Accounts, Orders, or other similar communications relating to an Lexbe Account, so long as sent to a Customer Authorized Agent and evidencing the intentions of Lexbe and the Customer to form an agreement under applicable law. An Incorporating Agreement may include specified Designated Services.

“Ingestion Processing” is applicable to certain Lexbe Account types, as specified in the applicable Incorporating Agreement, and refers to billing for the amount of Customer Data uploaded to a Customer’s

LEP Account, either by Customer's Authorized Users, or Lexbe Professional Services staff at Customer's direction. The billing amount is calculated as the product of the Ingestion Processing charge per GB (as specified in the applicable Incorporating Agreement) multiplied by the number of GBs uploaded into the applicable LEP Account.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world, including without limitation software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information.

"Interpleader Action" means an action by Lexbe to interplead Customer Data to a court or other tribunal of competent jurisdiction in connection with a dispute over ownership or use of, or access to, the Customer Data.

"LEP" or "Lexbe eDiscovery Platform" means Lexbe's web-based eDiscovery hosted review application developed, operated, and maintained by Lexbe, accessible via <https://www.Lexbe.com>, <https://www.eDiscoveryPlatform.com>, and/or other websites or IP addresses as may be designated by Lexbe, and comprising part of Lexbe Technology and Lexbe Content, to which Customer's Authorized Users may be granted access under this Agreement in connection with an LEP Account.

"LEP Account(s)" means one or more separate accounts maintained by Customer to utilize LEP, on behalf of the Customer and its Authorized Users. LEP Accounts include an Account License temporarily granted to Customer and its Authorized Users to use LEP, as otherwise provided in this Agreement.

"LEP Account Storage" has the meaning described in Section 10.

"LEP Evergreen Account" refers to an Account with month-to-month usage of LEP as described in Section 8(a) of this Agreement.

"LEP Flex Account" refers to an Account with month-to-month usage of LEP based on variable LEP Account Storage as described in Section 8(b) of this Agreement.

"LEP Hibernation Account" refers to an LEP Account in which the Customer or any Customer Administrator has elected to maintain in a near-access storage-only mode for Customer Data transferred from a pre-existing LEP Evergreen Account ("Evergreen-Hibernation Account"), or LEP Flex Account or LEP Subscription Account (collectively "Legacy-Hibernation Account"), with no Authorized User access during the period of hibernation, as described in Section 8(d) of this Agreement.

"LEP Subscription Account" refers to a Customer Account with a term commitment, usually multi-year, and is limited to specified maximum contracted Account GB storage, as described in Section 8(c) of this Agreement, with Overage charges for any LEP Account Storage in excess of the maximum contracted Account GB storage. Subscription Accounts include Subscription-Prepaid and Subscription-Installment Accounts, and both are non-cancellable for the subscription term.

"LES" or "Lexbe eDiscovery Services" includes Culling Services, Forensics Services, Professional Services, Technical Services, Transactional eDiscovery Services, and Ancillary Services.

"LES-Only Accounts" means Accounts using Transactional eDiscovery Services only.

"Lexbe" means Lexbe Inc., a Texas corporation, and its successors and assigns.

"Lexbe AI Services" means artificial intelligence or machine learning technologies, services, applications, add-ons, components, functionality, and programs, including generative AI and LLMs, whether developed



internally by Lexbe or integrated or embedded from third party providers utilized by Lexbe, including OpenAI (ChatGPT), Anthropic (Claude), and Amazon Web Services (various AI services). Lexbe AI Services include Audio Transcription, Auto-Language Translation, Cognitive Image Recognition, Lexbe Auto-Pilot, Lexbe Copilot, and NearDupe Grouping.

“Lexbe Auto-Pilot” means a generative artificial intelligence LLM service that Lexbe uses to analyze documents and otherwise query an LLM with respect to documents and receive meaningful document classifications and other textual responses. This feature set is available as a paid optional service as part of Lexbe’s AI Services and is not self-serve by users within LEP.

“Lexbe Content” means the written, audio and visual materials, documents, software, products, services, or other information contained or made available to Customer or Customer’s Authorized Users in the course of using Lexbe Services, including Lexbe Technology, but excluding the Customer Data.

“Lexbe Copilot” means a generative artificial intelligence service using LLM technology that includes the ability of an Authorized User to query an LLM with respect to a single document or a group of selected documents and receive meaningful textual responses. This feature set is available self-serve as a paid optional service within LEP as part of Lexbe’s AI Services and is charged per user per month.

“Lexbe Marketing Materials” means blog and social media posts, LexNotes or other newsletters, case studies, Lexbe’s websites, and other promotional or marketing materials, and other promotional materials.

“Lexbe Services” means LEP, Lexbe AI Services, and Lexbe eDiscovery Services.

“Lexbe Technology” means Lexbe’s Intellectual Property Rights used by Lexbe in connection with Lexbe Services, or otherwise made available to Customer or Customer’s Authorized Users by Lexbe in connection with Lexbe Services. Lexbe Technology includes any Custom Development and the resulting Intellectual Property Rights done at the request of the Customer.

“LexNotes” means Lexbe’s newsletter periodically sent to Authorized Users and Customer-Associated Persons.

“License Term” means the period of time during which the Customer or Authorized Users maintain an active Account License to use LEP pursuant to the applicable Incorporation Agreement or this Agreement.

LLM” or “Large Language Model” mean a type of artificial intelligence program that can perform natural language processing tasks by analyzing and understanding text. LLMs are trained on large amounts of data, including books, articles and internet-content generally. Examples of LLMs include OpenAI’s Chat GPT and Anthropic’s Claude services.

“NearDupe Groupings” means a service that uses a Lexbe proprietary algorithm to classify documents into numbered similar groupings based on similarities in extracted text or OCR’d text from the analyzed documents.

“Order” means the record or records evidencing the submission or request for use of Lexbe Services, or an Account, including any sufficient individual or combination of online or written forms, invoices, receipts, purchase orders, statements, quotes, email or written communications, or submission of a deposit, payment or payment information to Lexbe, or specifying Designated Services. In the event of any conflict between the terms of this Agreement and the terms of any Order, the terms of this Agreement shall prevail.

“Overage” means the quantity of Customer Data in an LEP Subscription Account that exceeds the maximum authorized LEP Account Storage in the LEP Subscription Account.

"Party(ies)" refers to Lexbe and/or Customer.

"Permitted Use" means the use of LEP or other Lexbe Services for a legal purpose in connection with a Customer's bona fide litigation, other Proceeding, or other information governance needs, as a principal, agent, employee, attorney, or consultant. A Permitted Use does not include use under false pretenses, a use involving misrepresentation to Lexbe, or use by a competitor of Lexbe, or anyone working as an agent or on behalf of a competitor. No Authorized Users are permitted to use LEP or other Lexbe Services unless use is legal in the Authorized User's residence and location of use, and the Authorized User is at least 18 years of age.

"PII" or "Personally Identifiable Information" refers to any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Specific elements considered PII vary by jurisdiction and context, but may include the following:

- (a) Full name, maiden name, mother's maiden name, or alias.
- (b) Personal identification numbers, including Social Security or other national or jurisdictional identification numbers, passport numbers, driver's license numbers, taxpayer identification numbers, patient identification numbers, financial account numbers, or credit card numbers.
- (c) Email addresses and social media, or other internet account information.
- (d) Phone or other telecommunication numbers or identifiers.
- (e) Street or other residence address.
- (f) Personal characteristics, such as or including photographic images that include identifying characteristics, x-rays, fingerprints, or other biometric image or template data.

PII also includes personal health information, including demographic information, medical histories, test and laboratory results, mental health conditions, insurance information and other data that a healthcare professional collects to identify an individual and determine appropriate care, sometimes referred to as "PHI".

"PRC Customer Data" means Customer Data collected from Authorized Users or other custodians who are natural persons residing in the People's Republic of China (PRC), or otherwise subject to PRC Data Protection Law.

"PRC Data Protection Laws" means the 2017 Cybersecurity Law, 2021 Data Security Law, 2021 Personal Information Law, and any similar or successor laws or regulations of the PRC meant to protect the privacy of PRC residents or the security interests of the PRC.

"Proceeding" means an actual or anticipated lawsuit, arbitration, mediation, or administrative proceeding in a court of law, or before an administrative body or arbitration or mediation organization, in which a legal remedy or outcome is sought.

"Professional Services" means any electronic discovery, project management, consulting, or other litigation support services provided by Lexbe staff at the request of the Customer, Customer-Associated Persons, or Authorized Users. Professional Services are billable at contracted or current hourly billing rates of Lexbe staff.

"Production" means the ability of an Authorized User to create a litigation production download of specified responsive documents as part of a Case within an Account, using the named 'Production' functionality within LEP.

"Promotional Account" means an Account that Lexbe may make available from time to time on a trial or other promotional basis to new Customers to use LEP. Promotional Accounts may be of limited duration and subject to other restrictions as determined by Lexbe.

"Service Level Agreement" has the meaning specified in Section 4 of this Agreement.

“Service Level Credit Exceptions” means (a) circumstances beyond Lexbe’s reasonable control, including acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, (b) unavailability of or interruption or delay in telecommunications or third-party services (including Lexbe’s contractors or other service providers), failure of third party software or services, unless such failure is substantially caused by Lexbe; (c) scheduled maintenance and emergency maintenance and software upgrades; (d) DNS failure outside the direct control of Lexbe; (d) Customer’s or Authorized Users’ acts or omissions (or acts or omissions of others engaged or authorized by Customer or Authorized Users) including any negligence, willful misconduct, or other use of LEP in breach of this Agreement; (e) outages or latency elsewhere on the Internet that hinder access to the Customer’s Account.

“TB” means  $10^{12}$  bytes of ESI, such as Customer Data, rounded up to the nearest whole GB.

“Technical Services” means activities of Lexbe-staff computer IT, programmers, or other technical professionals or experts who assist in special projects for Customers in relation to LEP or other Lexbe Services. Technical Services are billed hourly by Lexbe staff at contracted or current rates.

“Technology Injunction Action” means a Proceeding brought by Lexbe before a court or other tribunal with competent jurisdiction to request an injunction and/or a temporary restraining order, to protect Lexbe Technology.

“Transactional eDiscovery Services” means various services that Lexbe may quote or offer from time-to-time that does not involve Customer access to LEP, including Lexbe AI Services, Culling Services, and other miscellaneous eDiscovery services. As specified in an Incorporating Agreement, Transactional eDiscovery Services may be billed based on varying factors, including hourly billing of Professional Services staff, per GB applied to Customer Data, per document, and per page of documents included in Customer Data.

“You” refers to any Authorized User logging in and accessing or using LEP, as well as a Party (other than Lexbe) to an Incorporating Agreement.