NOTICE OF CONTRACT NO. 111B7700042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Discovia	Casey Van Veen	Casey.vanveen@discovia.com
465 California St. Suite 1400	**PHONE**	**VENDOR TAX ID #** **(LAST FOUR DIGITS ONLY)**
San Francisco, CA 94104	415.321.8239	2642

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	AG	Andrew Banas	517-373-1162	banasa1@michigan.gov
CONTRACT ADMINISTRATOR	AG	James Gallagher	517-373-1162	gallagherj3@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:

E-Discovery Solution

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
	February 8, 2017	February 7, 2020	4, one year

PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$2,000,000

For the Contractor:

Gregory J. Mazares
_____
GREGORY J. MAZARES
Contract Administrator
PRESIDENT OF SALES & SHAREHOLDER

_____FEBRUARY 7, 2017_____
Date

For the State:

_____
, Division Chief
State Operations Division
DA 4
State of Michigan

_____2/8/17_____
Date

STATE OF MICHIGAN

CONTRACT TERMS

Hosted E-Discovery Solution

This Hosted E-Discovery Solution Agreement (referred to herein as this "**Agreement**" or this "**Contract**") is between the State of Michigan (the "**State**") and Liffey Thames Group, LLC DBA Discovia ("**Contractor**"), a Delaware limited liability company. This Contract is effective on February 8, 2017 ("**Effective Date**"), and unless earlier terminated earlier, will expire on February 7, 2020 (the "**Term**"). The State may renew this Contract for up to four (4) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. **Definitions.**

    "**Accept**" has the meaning set forth in **Section 4.2(b)**.

    "**Acceptance**" has the meaning set forth in **Section 4.2(b)**.

    "**Action**" has the meaning set forth in **Section 14.1**.

    "**Actual Uptime**" means the total minutes in the Service Period that the Hosted Services are Available.

    "**Agreement**" has the meaning set forth in the preamble.

    "**Allegedly Infringing Features**" has the meaning set forth in **Section 14.3(b)(ii)**.

    "**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the Statement of Work.

    "**Availability**" has the meaning set forth in **Section 5(a)**.

    "**Availability Requirement**" has the meaning set forth in **Section 5(a)**.

    "**Available**" has the meaning set forth in **Section 5(a)**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Change Notice**" has the meaning set forth in **Section 2.2**.

"**Code**" has the meaning set forth in **Section 19**.

"**Confidential Information**" has the meaning set forth in **Section 11.1**.

"**Contract**" has the meaning set forth in the preamble.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor Security Officer**" has the meaning set forth in **Section 2.5(a)**.

"**Contractor Service Manager**" has the meaning set forth in **Section 2.5(a)**.

"**Contractor Systems**" has the meaning set forth in **Section 12.3**.

"**Corrective Action Plan**" has the meaning set forth in **Section 6.6**.

"**Critical Service Error**" has the meaning set forth in **Section 6.4(a)**.

"**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"**DR Plan**" has the meaning set forth in **Section 13.3(a)**.

"**Effective Date**" has the meaning set forth in the preamble.

"**Exceptions**" has the meaning set forth in **Section 5.2**.

"**Fees**" has the meaning set forth in **Section 9.1**.

"**Force Majeure Event**" has the meaning set forth in **Section 18.1**.

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the

Services or Contractor Systems as intended by this Agreement, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**High Service Error**" has the meaning set forth in **Section 6.4(a)**.

"**HIPAA**" has the meaning set forth in **Section 10.1**.

"**Hosted Services**" has the meaning set forth in **Section 2.1(a)**.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in this Agreement or any Statement of Work.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

 "**Low Service Error**" has the meaning set forth in **Section 6.4(a)**.

"**Medium Service Error**" has the meaning set forth in **Section 6.4(a)**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Personal Health Information (PHI)**" has the meaning set forth in **Section 10.1**.

"**Personally Identifiable Information (PII)**" has the meaning set forth in **Section 10.1**.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter,

translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Professional Services**" means any and all professional services that Contractor provides to the State, including but not limited to general consultation services, project management services, discovery plan consultation, preservation services, data collection services, predictive coding services, and attorney document review assistance, at such times and locations as the State requests and pursuant to such rates and other terms as are set forth in the Statement of Work.

"**Reject**" has the meaning set forth in **Section 4.2(b)**.

"**Rejection**" has the meaning set forth in **Section 4.2(b)**.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"**Resolve**" has the meaning set forth in **Section 6.4(b)**.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Scheduled Downtime**" has the meaning set forth in **Section 5.3**.

"**Scheduled Uptime**" means the total minutes in the Service Period.

"**Service Availability Credits**" has the meaning set forth in **Section 5.5(a)**.

"**Service Error**" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Agreement and the Specifications.

"**Service Level Credits**" has the meaning set forth in **Section 6.5**.

"**Service Level Failure**" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

"**Service Period**" has the meaning set forth in **Section 5(a)**.

"**Service Software**" means any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"**Service Support Level Requirements**" has the meaning set forth in **Section 6.4**.

"**Services**" has the meaning set forth in **Section 2.1**.

"**Software Support Services**" has the meaning set forth in **Section 6**.

"**Specifications**" means the specifications for the Services set forth in the Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"**State**" has the meaning set forth in the preamble.

"**State Data**" has the meaning set forth in **Section 10.1**.

"**State Modification**" has the meaning set forth in **Section 14.2(a)**.

"**State Service Manager**" has the meaning set forth in **Section 2.8**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" sets forth the Services to be provided by Contractor under this Agreement, which is attached as **Schedule A** to this Agreement.

"**Subcontractor**" means any entity that performs any Services under this Agreement and otherwise has the meaning set forth in **Section 2.4(a)**.

"**Support Request**" has the meaning set forth in **Section 6.4(a)**.

"**Support Service Level Requirements**" has the meaning set forth in **Section 6.4**.

"**Term**" has the meaning set forth in the preamble.

"**Training Services**" means training on all uses of the Service Software for which the State requests such training, at such times and locations as the State requests and pursuant to such rates and other terms as are set forth in the Statement of Work.

"**Transition Period**" has the meaning set forth in **Section 8.3.**

"**Transition Responsibilities**" has the meaning set forth in **Section 8.3.**

"**User Data**" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. **Services.**

2.1   Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor will, in accordance with all terms and conditions set forth in this Agreement and the Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a)   the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in the Statement of Work, including all Specifications set forth in such Statement of Work;

(b)   the Software Support Services set forth in **Section 6** of this Agreement;

(c)   the Professional Services set forth in the Statement of Work;

(d)   the Training Services set forth in the Statement of Work; and

(e)   any other services set forth in the Statement of Work.

2.2   Change Notice. Any modifications or changes to the Services will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the Statement of Work.

2.3   Compliance With Laws. Contractor must comply with all applicable Laws as they concern this Agreement, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4   Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a)   Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Agreement, including all provisions relating to State Data or other Confidential Information of the State;

(b)   the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Agreement;

(c)   Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d)   any noncompliance by any Subcontractor or its employees or agents with the provisions of this Agreement or the Statement of Work will constitute a breach by Contractor;

(e)   prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i)   the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii)   a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment agreement in form and substance acceptable to the State, giving the State rights at least equal to those set forth in **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Security) and **Section 13** (Redundancy, Data Backup and Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5   Contractor Personnel. Contractor will:

(a)   subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel identified in the Statement of Work, who will be suitably skilled, experienced and qualified to perform the Services;

(b)   provide names and contact information for Contractor's Key Personnel on **Schedule B** to this Agreement;

(c)   maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d)   upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.6   Management and Payment of Contractor Personnel. Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of

any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data or other Confidential Information of the State. If requested by the State, and at Contractor's sole cost and expense, Contractor will conduct background checks on such Contractor Personnel, which background checks must comprise, at a minimum, a review of credit history, references and criminal record. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to access and process State Data. Results of background checks will be returned to Contractor, and will be treated as Confidential Information. All Contractor Personnel providing Professional Services to the State are subject to the Department of Attorney General Conflict Wall Policy, and at the sole discretion of the State, may be screened from participating in a particular matter.

2.7 <u>Time is of the Essence</u>. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Agreement and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Agreement and the Statement of Work, is strictly required.

2.8 <u>State Service Manager</u>. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Services, including the submission and processing of Support Requests (the "**State Service Manager**").

3. **License Grant and Restrictions.**

3.1 <u>License Grant</u>. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Agreement or any Statement of Work, to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Agreement; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of

analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2   Licence Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Agreement or in the Statement of Work; or (b) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.3   Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software.

4.   Service Preparation, Testing and Acceptance.

4.1   Service Preparation. Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Agreement, including any applicable milestone date or dates set forth in such Statement of Work.

4.2   Testing and Acceptance.

(a)   When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Agreement and the Specifications.

(b)   Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c)   If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

(i)   require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or

(ii)   terminate this Agreement.

(d)   The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate this Agreement as provided in **Section 4.2(c)(ii)** above. If the State terminates the Agreement, Contractor must refund to the State all sums previously paid to Contractor under the Agreement within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations hereunder.

5.   **Service Availability and Service Availability Credits.**

(a)   Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**"), at least 99.95% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Specifications. "**Availability**" has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

5.2   Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

(a)   failures of the State's or its Authorized Users' internet connectivity;

(b)   Scheduled Downtime as set forth in **Section 5.3**.

5.3   Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will, generally, run once a month from approximately 10:00 p.m. on a Saturday evening until approximately 6:00 a.m., Eastern Time, the following Sunday morning, although additional outages may be required from time-to-time as deemed necessary. Contractor will give the State two weeks' notice of any additional scheduled maintenance that may be required.

5.4   Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement and Specifications. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the

Availability Requirement and Specifications; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement or Specifications during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement and Specifications are fully met.

5.5   Remedies for Service Availability Failures.

(a)   If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the Fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.95%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	75%

(b)   Any Service Availability Credits due under this **Section 5.5** will be applied in accordance with **Section 9.10**.

(c)   If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Agreement on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

6.   Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 6**. The Software Support Services are included in the Services, and Contractor may not assess any additional Fees, costs or charges for such Software Support Services.

6.1   Support Service Responsibilities. Contractor will:

(a)   correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b)   provide unlimited telephone support 24 hours a day, seven days a week;

(c)   provide unlimited online support 24 hours a day, seven days a week;

(d)   provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e)   respond to and Resolve Support Requests as specified in this **Section 6**.

6.2   Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a)   proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b)   if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c)   if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein or in the Statement of Work):

(i)   confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii)   if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein or in the Statement of Work that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 6.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii)   notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

6.3   Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a)   all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Service Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b)   all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Agreement and the Specifications.

6.4   Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 6.4** ("**Support Service Level Requirements**"), this Agreement and the Statement of Work.

(a)   Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	• Hosted Service is operating with minor issues that can be addressed with a work around.
Low Service Error	• Request for assistance, information, or services that are routine in nature.

(b)   Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "**Resolve**" (including "**Resolved**", "**Resolution**" and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Eight (8) hours	N/A	N/A
Low Service Error	Three (3) hours	Twelve (12) hours	N/A	N/A

(c) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate, each of whom must be Key Personnel.

6.5   Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 6.4(b)** ("**Service Level Credits**") in accordance with **Section 9.10**.

6.6   Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

7.   Professional Services. Contractor represents and warrants that its Professional Services shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the Statement of Work. The following table represents examples of breaches of the foregoing warranty, which will entitle the State to the corresponding credit set forth below:

Warranty Breach	Credit
Missed Production Deadline	50% credit for all Fees related to the affected matter for the month in which the deadline was missed
Overbilling or Invoicing Errors (e.g. billing license fees to the wrong matter)	10% credit for each item overbilled or invoicing error on each invoice (if one invoice contains two items that are overbilled, and one invoicing error there would be a 30% credit on that particular invoice)

The credits set forth above are not the State's sole remedy in the case of repeated breaches, which may be deemed by the State to constitute a material breach of this Contract, in which case, the State may terminate this Contract for cause.

8. Termination, Expiration and Transition.

8.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Agreement:

(a) The State may terminate this Agreement for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems or State Data; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Agreement. Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

(b) If the State terminates this Agreement under this **Section 8.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Agreement, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 8.2**.

(c) Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination. In addition, Contractor must pay all reasonable costs incurred by the State in terminating this Agreement for cause, including administrative costs, attorneys' fees, court costs, transition costs, any costs the State incurs to procure the Services from other sources, and the difference between the Contractor's pricing and a subsequent vendor (for the duration of the initial Term that would have continued but for the State's termination).

8.2 Termination for Convenience. The State may immediately terminate this Agreement in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 8.3**. If the State terminates this Agreement for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

8.3 Transition Responsibilities. Upon termination or expiration of this Agreement for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile

all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Agreement is automatically extended through the end of the Transition Period.

8.4   Effect of Termination. Upon and after the termination or expiration of this Agreement for any or no reason:

(a)   Contractor will be obligated to perform all Transition Responsibilities specified in **Section 8.3**.

(b)   All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c)   Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d)   Notwithstanding any provisions of this Agreement or any Statement of Work to the contrary, upon the State's termination of this Agreement for cause pursuant to **Section 8.1**, the State will have the right and option to continue to access and use the Services, in whole and in part, for a period not to exceed ninety (90) days from the effective date of such termination at a reduced rate of fifty (50%) off the applicable Fees set forth in the Statement of Work.

8.5   Survival. The rights, obligations and conditions set forth in this **Section 8.5** and **Section 1** (Definitions), **Section 8.4** (Effect of Termination; Data Retention), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Security), **Section 14.1** (Indemnification), **Section 15** (Limitations of Liability), **Section 16** (Representations and Warranties), **Section 17** (Insurance) and **Section 19** (Effect of Contractor Bankruptcy) and **Section 20** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, survives any such termination or expiration hereof.

9.   Fees and Expenses.

9.1   Fees. Subject to the terms and conditions of this Agreement and the Statement of Work, including the provisions of this **Section 9**, the State shall pay the fees set forth in the Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 9.2** ("**Fees**").

9.2   Fees During Renewal Terms. Contractor's Fees are fixed during the Initial Term. Contractor may increase Fees for any Renewal Term by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such Renewal Term. An increase of Fees in effect for the twelve (12) month period prior to any Renewal Term may not exceed three percent (3%) of the Fees

effective during the immediately preceding twelve (12) month period of the Initial Term or Renewal Term. No increase in Fees is effective unless made in compliance with the provisions of this **Section 9.2**.

9.3   Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

9.4   Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Agreement.

9.5   Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time.   Each invoice must: (a) clearly identify the Agreement to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the Statement of Work.

9.6   Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 PA 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered.

9.7   State Audits of Contractor.

(a)   During the Term, and for three (3) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 9**. During the Term, and for three (3) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b)   The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

9.8   Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Agreement, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Agreement, including any right to Service Credits.

9.9   Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Agreement, if Contractor is in material default of its performance or other obligations under this Agreement or the Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor.

9.10   Availability and Support Service Level Credits. Contractor acknowledges and agrees that each of the Service Availability Credits and Service Level Credits assessed pursuant to **Section 5** and **Section 6**, respectively: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Agreement or be payable to the State upon demand. No Service Availability Credits, Service Level Credits, or combination thereof, for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Agreement and the Specifications.

9.11   Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Agreement.

9.12   Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Software Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 9**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Agreement or any other agreement between the parties.

10. State Data.

10.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services,

including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 10.1** survives termination or expiration of this Agreement.

10.2   Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 10.2** survives termination or expiration of this Agreement.

10.3   Extraction of State Data. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

10.4   Backup and Recovery of State Data. Contractor will adhere to the backup and recovery requirements of **Section 13**.

10.5   Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Service Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

10.6   Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a)

notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable Law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. This **Section 10.6** survives termination or expiration of this Agreement.

10.7   HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

11. Confidentiality.

11.1   Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential

information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

11.2   Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a Subcontractor is permissible where: (a) the Subcontractor has been approved by the State (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 11.2**.

11.3   Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4   Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.

11.5   Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential

Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party

12. Security.

    12.1 <u>Protection of the State's Confidential Information</u>. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

        (a)   maintain SSAE 16 SOC 2 Type 2 or ISO 27001 certification of hosted facilities, IT infrastructure security controls, and processes;

        (b)   ensure that the Service Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com);

        (c)   maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of this Contract and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards as recommended by the National Institute of Standards and Technology (NIST);

        (d)   provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards.

        (e)   take all reasonable measures to:

            (i)   secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein;

            (ii)   prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;

        (f)   continuously monitor its systems for potential areas where security could be breached.

12.2   Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Agreement, and in no case exceed the scope of the State's authorization pursuant to this **Section 12.2**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies as the same may be supplemented or amended by the State and provided to Contractor from time to time.

12.3   Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to access State Systems or otherwise in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State Systems through the Contractor Systems.

12.4   Security Audits. During the Term, Contractor will:

(a)   maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this **Section 12**;

(b)   upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of this Agreement. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

(c)   if Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Contractor's operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

12.5   Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Agreement with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of this Agreement for which the State, at its option, may terminate this

Agreement immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

13. Redundancy, Data Backup and Disaster Recovery. Contractor must, in accordance with the provisions of this **Section 13**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Hosted Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 18.1** do not limit Contractor's obligations under this **Section 13**.

13.1   Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the continental United States on which the Service Software and Hosted Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all State Data stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Agreement and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the Hosted Services to be Available.

13.2   Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic back-ups of State Data on at least a weekly basis. On written notice from the State, Contractor will provide the State with a copy of the backed up State Data in such format as the State reasonably requests. The State will reimburse Contractor for all media costs and shipping charges reasonably incurred in fulfilling the State's requests for copies of backed up State Data.

13.3   Disaster Recovery/Business Continuity. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a)   maintain a Business Continuity and Disaster Recovery Plan for the Hosted Services (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan constitutes **Schedule C** to this Contract, which is not attached for security purposes. Contractor will notify the State of any material revisions to the DR Plan that may affect State Data and provide a copy of same within 5 Business Days of revision. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 13.3**; and

(b)   provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Agreement, in its sole discretion, immediately terminate this Agreement as a non-curable default under **Section 8.1(a)**.

14. Indemnification.

   14.1   General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

   (a)   the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Agreement (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

   (b)   any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Agreement, provided that, to the extent that any Action or Losses described in this **Section 14.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 14.2(a)** through **Section 14.2(b)** and **Section 14.3**.

   14.2   Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

   (a)   alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not

have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b)   use of the Hosted Services by the State or an Authorized User pursuant to this Agreement in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

14.3   Mitigation.

(a)   If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b)   Subject to the exclusions set forth in clauses (a) and (b) of **Section 14.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i)   procure for the State the right to continue to access and use the Services to the full extent contemplated by this Agreement and the Specifications; or

(ii)   modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Agreement.

(c)   If neither of the remedies set forth in **Section 14.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i)   refund to the State any prepaid Fees for Services that have not been provided; and

(ii)   in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d)   The remedies set forth in this **Section 14.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Agreement or otherwise, including the State's right to be indemnified pursuant to **Section 14.1** and **Section 14.2**.

14.4   Indemnification Procedure.   The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 14**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

15. **Limitations of Liability**.

(a)   The State's Disclaimer of Damages.   THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b)   The State's Limitation of Liability.   IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT OF FEES CHARGED TO THE STATE FOR SERVICES RENDERED.

(c)   Contractor's Disclaimer of Damages.   CONTRACTOR WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(d)   Contractor's Limitation of Liability.   IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE GREATER OF (i) $2,000,000 AND (ii) THE MAXIMUM AMOUNT OF FEES CHARGED TO THE STATE FOR SERVICES RENDERED.

16. Contractor Representations and Warranties.

16.1 <u>Authority and Bid Response</u>. Contractor represents and warrants to the State that:

(a)   it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Agreement under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b)   it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform its contractual obligations;

(c)   the execution of this Agreement by its Representative has been duly authorized by all necessary organizational action;

(d)   when executed and delivered by Contractor, this Agreement will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e)   the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(f)   all written information furnished to the State by or for Contractor in connection with this Agreement, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

(g)   Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

16.2 <u>Software and Service Warranties</u>. Contractor represents and warrants to the State that:

(a)   Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement;

(b)   neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (ii)

require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c)   as accessed and used by the State or any Authorized User in accordance with this Agreement and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Agreement will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d)   there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Agreement, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e)   the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Agreement, including the Availability and Availability Requirement provisions set forth in **Section 5**;

(f)   all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g)   the Contractor Systems and Services are and will remain free of Harmful Code;

(h)   During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(i)   Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

16.3   DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF.

17. Insurance.

17.1   Required Coverage. At all times during the Term, Contractor will procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Law, and in any event insurance coverage in the following types and amounts:

(a)   Commercial General Liability with limits no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;

(b)   Privacy and Security Liability (Cyber Liability) Insurance, including first party and third party coverage, with limits no less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate for all claims each policy year, including coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability;

(c)   Worker's Compensation and employers' liability insurance with limits no less than the greater of (i) five hundred thousand dollars ($500,000) and (ii) the minimum amount required by applicable Law each accident, including occupational disease coverage;

(d)   Commercial Automobile Liability with limits no less than one million dollars ($1,000,000), each occurrence combined single limit of liability for bodily injury, death and property damage, including owned and non-owned and hired automobile coverages, as applicable; and

(e)   Errors and Omissions/Professional Liability with limits no less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate for all claims each policy year.

17.2   Policy Terms. All insurance policies required pursuant to this **Section 17** must:

(a)   be issued by insurance companies with a A.M. Best's Rating of no less than "A" and a financial size of VII or better;

(b)   provide that such insurance carriers give the State at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy and, prior to any such cancellation, non-renewal or material change in coverage, Contractor will have new insurance policies in place that meet the requirements of this **Section 17**;

(c)   waive any right of subrogation of the insurers against the State;

(d)   provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the State will be excess and non-contributory; and

(e)   name the State as an additional insured.

17.3   Coverage. To the extent any insurance coverage required under this **Section 17** is purchased on a "claims-made" basis, such insurance must cover all prior acts of Contractor during the Term and any additional periods during which Contractor does or is required to perform the Services, and such insurance must be continuously maintained until at least four (4) years beyond the expiration or termination of the Term, or Contractor will purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, to provide coverage for at least four (4) years from the occurrence of either such event.

17.4   Certificates of Insurance. Upon the written request of the State, Contractor will provide the State with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Section 17**, and will not do anything to invalidate such insurance. Certificates of Insurance evidencing all coverages described in this **Section 17** must be furnished to the State upon written request. Contractor must give thirty (30) days' prior written notice to the State of any cancellation, non-renewal or material change in coverage, scope, or amount of any insurance policy required by or affecting the State's rights or remedies under this Agreement.

17.5   Non-waiver. This **Section 17** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

18. Force Majeure.

18.1   Force Majeure Events. Subject to **Section 18.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to

the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

18.2   State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Agreement, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Agreement by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Agreement pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Agreement will automatically be extended for a period up to the duration of the Force Majeure Event.

18.3   Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Agreement:

(a)   in no event will any of the following be considered a Force Majeure Event:

(i)   shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii)   the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b)   no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability and Service Availability Credits), **Section 6.5** (Support Service Level Credits), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Security), **Section 13** (Data Backup and Disaster Recovery) or **Section 14** (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service Availability Credit or Service Level Credit obligations under this Agreement or an applicable Statement of Work.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement; and (b) the State will be entitled to a

complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Agreement.

20. General Provisions.

20.1   Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

20.2   Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

20.3   Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Agreement or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

20.4   Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:
465 California St. Suite 1400 San Francisco, CA 94104
Email:Kevin.rich@discovia.com
Attention: Kevin Rich
Title: Chief Financial Officer

If to the State:
Michigan Department of Attorney General
Assistant Attorney General
PO Box 30754
Lansing, MI 48909
Email: banasA1@michigan.gov
Attention: Andrew Banas
Title: Assistant Attorney General

Notices sent in accordance with this **Section 20.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20.5   Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

20.6   Entire Agreement. This Agreement, including the Statement of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date. **NO TERMS ON CONTRACTOR'S WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS AGREEMENT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS**.

20.7   Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Agreement in its entirety or any Services hereunder, pursuant to **Section 8.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 20.7** is void.

20.8   No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20.9   Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.11 Governing Law. This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

20.12 Equitable Relief. Each party to this Agreement acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 20.12**.

20.13 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

20.14 Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of contractor appears in the register.

20.15 <u>Schedules and Exhibits</u>. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A   Statement of Work

    Exhibit 1   Pricing

    Exhibit 2   Charge Codes

Schedule B   Key Personnel

Schedule C   Business Continuity and Disaster Recovery
                                               Plan (part of the State's file, but not attached
                                               for security purposes)

20.16 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedule A – Statement of Work

1. **Introduction**

The Contractor must provide the State with necessary software and professional services to address the following stages of e-discovery: (1) identification; (2) preservation; (3) collection; (4) processing (including analytics); (5) review; (6) analysis (including predictive coding); (7) production; and (8) presentation.

The State Service Manager ("SSM") may delegate tasks assigned to him or her within this SOW to a State designee.

2. **Initial Project Kick-Off**

Within 3 weeks of the Effective Date or as otherwise agreed to by the parties in writing, the SSM and Contractor will create a written framework to implement a comprehensive e-discovery program for the State. The e-discovery program will include workflow development, templates, forms, policies, procedures, communication plans, training, and DTMB technical clearance.

The e-discovery program will be reviewed on a quarterly basis and refined at the SSM's written request. Contractor may not charge fees for the creation of the e-discovery framework, implementation, or refinement of the e-discovery program.

All Contractor personnel working on State matters must sign a non-disclosure form ("NDA") in the form and content approved by the SSM.

3. **Case Initiation and Management**

To initiate a case, the SSM will email the Contractor at michigan@discovia.com . Emails sent to that address must automatically be routed to: (1) the 2 project managers dedicated to the State's work (see **Schedule B**); (2) Contractor's vice-president of project management; (3) Contractor's vice-president of operations; and (4) other Contractor staff as necessary to ensure that all SSM requests for Services are acknowledged and commenced within 1 Business Day of case initiation. The SSM may make changes to the aforementioned recipient list by emailing the Contractor.

At the time of case initiation, the SSM will provide the case caption and other information necessary to allow the Contractor to perform a conflict of interest check. The conflict check must be completed within 1 Business Day of case initiation and the results verified in writing to the SSM. Contractor may not utilize personnel on a State project that have a conflict with the State's interests.

At the time of case initiation, the SSM will also provide the case name, docket number, and the AG file number to Contractor. All emails to the State regarding a specific matter must contain the case name, i.e., *Doe v MDOT*. The case name, docket number, and AG file number must be included on all invoices, statements of work, estimates, and the like.

Within 1 Business Day of case initiation, the Contractor and State will have an initial discussion about the case and the State's e-discovery needs. The Contractor will assign a project manager to the case. The State and Contractor will convene as often as is necessary to identify, understand, and refine the scope of work. After consulting with the State, the Contractor will prepare a data map to better understand the matter, who is involved, and where relevant data may be stored. The parties will establish a work plan. The work plan may include weekly, bi-weekly, or monthly calls to discuss the case. The work plan will include written cost estimates, timelines that indicate when tasks must be completed to meet production deadlines, the contact information for Contractor and State staff assigned to the matter, anticipated coding requirements, and the like.

For all cases, the Contractor will provide consultation services and detailed written cost estimates prior to commencing fee-based work.

4. Support

Contractor support services are described in Section 6 of the Agreement. Contractor's 24-hour/7 days a week customer service telephone number is **415.392.2900**.

Contractor's 24-hour/7 days a week online support email address is **michigan@discovia.com**.

5. Software and Hardware Solutions

On a case by case basis and as requested by the SSM, the following software and hardware solutions will be provided by Contractor at the rates set forth on Exhibit 1 to this Statement of Work. When Contractor handles or accesses State Data, Contractor must document the chain of custody in writing on forms approved by the SSM or via server/access logs.

a. **Identification and Preservation.** Contractor will provide the following identification and preservation software solutions to the State, upon the SSM's written request: Discovia will provide a blend of best in breed technologies and expert professional services as needed. At the SSM's request, Contractor will provide consultation services to determine the technology and approach that best meets the State's needs.

b. **Early Case Assessment (ECA).** Contractor will provide the following ECA software solutions to the State, upon the SSM's written request: Relativity ICA and Brainspace.

c. **Litigation Hold Management.** Contractor will provide the following litigation hold management software solutions to the State, upon the SSM's written request: Relativity.

d. **Collection.** Contractor will provide the following collection software solutions to the State, upon the SSM's written request: Discovia uses a variety of best in breed collection tool to perform remote and onsite collections. We will make recommendations for each matter, based on the states needs and budget], and other tools to image servers (and target shares of servers) and hard drives of workstations (desktop and laptop computers, tablets), and other tools as needed to image, extract and/or analyze data from computers, mobile devices, and other personal devices; Relativity Collection by kCura.

e. **Processing and Data Analytics.** Contractor will provide the following processing and data analytics software solutions to the State, upon the SSM's written request: Discovia will provide data processing via NUIX, and can offer the state a variety of analytic solutions including Brainspace, Equivio, iPRO and Relativity's suite of services]. Data will be transferred to Contractor: (1) via a Secure File Transfer Protocol (SFTP) site, which will be established and provided by Contractor at no additional charge; (2) via shipment of encrypted hard drives or encrypted thumb drives, with the State to pay hardware and shipping costs; or (3) via shipment of self-collection tools, with the State to pay shipping costs. The method of data transfer is at the discretion of the State.

f. **Review and Production.** Contractor will provide the State access to Relativity v 9.4 or greater for processing, analysis, review and production of State Data, upon the SSM's written request. Contractor will provide the State access to upgraded versions of Relativity after the software has passed Contractor's internal testing environment and rigorous quality assurance tests. Contractor will provide Oracle's Outside In Viewer Technology free of charge for all State Relativity users. State access to Contractor's hosted Relativity platform will include access to any

Contractor owned or developed software interfaces (e.g., PartnerView), at no additional cost to the State.

i. The SSM will request Relativity credentials for Authorized Users by emailing the Contractor. Contractor will provide Relativity credentials to new Authorized Users within 1 hour of the SSM's emailed request.

ii. Contractor will email the SSM a list of all current State Relativity users 7 calendar days prior to each month's end. By 5 p.m. eastern daylight time on the last day of each month, the SSM will review the list and email Contractor if anyone's access should be removed. Contractor will not charge the next month's user fee for removed users if the SSM provides the aforementioned email notification.

iii. The SSM will request password resets and activation of RSA Key FOBS as needed.

iv. Contractor will establish coding panels as requested by the SSM. Upon initiation and throughout the case, Contractor will assist the SSM in determining appropriate and cost effective database design based on the needs of the case and best practices. At the SSM's request, Contractor will provide the AG with access rights to establish coding panels independently.

v. Contractor will perform quality control and quality assurance processes on the data set to ensure that all requested documents will be included in the production set and to identify any inconsistencies in the coding. Twenty-four hours prior to producing the production set, Contractor will provide a written copy of the production logic to the SSM for review and approval.

vi. Unless otherwise specified by the SSM, production sets provided on encrypted portable media must include at least three identical copies (one for opposing counsel, one for the client agency, and one for the AG file). All production sets delivered on portable media must be clearly marked and include a label that is securely affixed to the media with the case name, docket number, AG file number, and production number. Production sets provided electronically must be encrypted. Contractor will deliver the production sets with enabled encryption that meets State standards, or as otherwise required by law. The State's current standard for files and folders is 7Zip. For encryption of portable media, the State's current standard is BitLocker. The encryption key for such media will be delivered to the SSM under separate cover in a manner compliant with FIPS 140-2.

vii. Unless otherwise specified by the SSM, the production sets must be provided on portable media (hard drive or DVD) in TIFF format, and load files in DAT, CSV, and DII format.

viii. Unless otherwise specified by the SSM, document branding must always include the prefix SOM, unless otherwise specified by the SSM (e.g., SOM0000145).

ix. Contractor will transfer data to nearline or offline storage upon the SSM's written request.

g. **Technology Assisted Review (TAR).** Contractor will provide the following TAR software solutions to the State upon the SSM's written request: Brainspace, Equivio, iPRO and Relativity Assisted Review.

h. **Nearline and Offline Storage.** Contractor will provide nearline and offline storage at the SSM's written request. With nearline storage, State Data will remain on Contractor's servers, but the State will not be charged for user access. With offline storage, State Data will be permanently deleted from Contractor's servers as per Section 7(j) below, and the Contractor will send a copy

of the State Data to the State if requested. State Data will not be transferred to nearline or offline storage without the written approval of the SSM.

6. Professional Services.

On a case by case basis and as requested by the SSM, the following Professional Services will be provided by Contractor at the rates set forth on Exhibit 1 to this Statement of Work. When Contractor handles State Data, Contractor must document the chain of custody in writing on forms approved by the SSM.

a. **Collection.** The SSM, with the written consent of the client agency and DTMB, initiates requests for Professional Services relating to the collection phase of e-discovery. Professional Services relating to the method and manner of State Data collection are not chargeable under the Agreement. Contractor may charge fees for on-premise collection of State Data, documenting the chain of custody, creating collection logs, and testimony at the rates set forth in Exhibit 1.

b. **Data Analytics.** The SSM, with the written consent of the client agency and DTMB, initiates requests for Professional Services relating to data analytics at the rates set forth in Exhibit 1.

c. **Review and Predictive Coding.** Professional Services relating to the review phase of e-discovery may be requested by the SSM. Notwithstanding any rates set forth in Exhibit 1 to this Statement of Work, Professional Services such as the management of user licenses and credentials, mass-tagging documents, creating batch sets and batches, and other low level/non value added services and the like are considered routine and are not chargeable under the Agreement. Attached as Exhibit 2 to this Statement of Work is a document displaying charge codes and break out billable activities vs non billable.

d. **Attorney Document Reviewers.** The SSM may request that Contractor provide licensed attorney document review services. Contractor will provide licensed attorneys in good standing at the SSM's request. Such attorneys are <u>not</u> employed by the State of Michigan or the AG's office. All attorneys reviewing State Data must be vetted for potential conflict of interest and must sign NDA's in the format approved by the SSM. If any attorney document reviewer is removed from a project by the Contractor, the Contractor must provide written notice to the SSM within 5 business days of the removal.

e. **Production.** The SSM may request Professional Services to generate production sets, privilege logs, and to transport State Data.

f. **Presentation.** The SSM may request Professional Services to assist with trial presentation, including war room and courtroom site surveys; set up and tear down graphics; animation design; timelines; opening/closing slides; demonstratives; deposition/impeachment video clips; and in-court "hot seat" technicians.

g. **Training Services.** Contractor will provide 2 free in-person trainings in Michigan per year for the AG. In addition, Contractor will provide 3 free hours of live webinar training for the AG per month. At the SSM's request, Contractor must provide additional Training Services at the rates set forth on Exhibit 1 to this Statement of Work.

h. **Expert Testimony and Reports.** The SSM may request that Contractor serve as the State's e-discovery expert in a matter, including requests that the Contractor provide sworn testimony in the form of affidavits, deposition testimony, live courtroom testimony, and expert reports.

i. **Project Managers**. Notwithstanding any rates set forth in Exhibit 1 to this Statement of Work, all Professional Services provided to the State by Contractor's project managers are non-chargeable under the Agreement.

7. **IT Security Controls (Media, Portable Devices, Routing/Transmission).** Contractor will follow the procedures set forth below when handling State Data:

a. **Handling of State Data.** Contractor must use trusted personnel that have passed background checks comprising, at a minimum, a review of credit history, references, and criminal record before handing or accessing State Data. State Data that is mailed by the Contractor: (1) must be sent via nationally recognized courier (e.g., FedEx, UPS); (2) must be tracked; and (3) unless otherwise requested by the SSM, must require the signature of the person to whom the mailing is directed prior to release of the package. Unless otherwise specified by the SSM, all State Data mailed by the Contractor must be addressed to the SSM.

b. **Evidence Control.** All media containing State Data or hard copies of State Data ("Evidence") must be kept locked in evidence safes/lockers which are kept in a keypad-accessed area within a secure facility that is monitored by alarm and camera. Contractor facilities used to store State Data must be air conditioned with high capacity units for server rooms and fire suppression equipment in place throughout.

c. **Receiving Procedures.** Contractor must log incoming Evidence using property receipt/chain of custody paper forms that are filled out upon acceptance of the Evidence. All Evidence must be entered into a database that tracks evidence via barcode tags applied to evidence items. Contractor must assign a unique identification number to each item, which will track the Evidence in the database. Evidence that arrives with anomalies, e.g. physical damage, must be immediately photographed, and those photographs must be placed in the case file. As circumstances warrant, Evidence is then either brought to the Contractor analyst for interaction (e.g., copying, analysis) and then secured in the Contractor's evidence safes, or first secured in the safes and then brought out when needed. Each data set (or media device) should be re-produced so that Contractor has an original, i.e., preservation copy, plus one working copy.

d. **Delivery Procedures.** Contractor must use trusted personnel that have passed background checks comprising, at a minimum, a review of credit history, references, and criminal record before making deliveries of State Data. Delivery media is logged as Evidence at its creation. For example, if the delivery media is a DVD, one will be taken from Contractor's repository of "blank" media and the State Data to be delivered will be copied to it. The DVD will be logged as Evidence, assigned a Contractor identification number, and have a property receipt completed for it. Contractor will update the database to indicate delivery of the Evidence. Deliveries may only be made to the SSM, or as the SSM directs. When the DVD arrives, the SSM will sign the property receipt and the media will be released to the SSM.

e. **Encryption on Physical Media and Portable Drives.** Contractor will deliver media with enabled encryption that meets State standards, or as otherwise required by law. The State's current standard for files and folders is 7Zip. For encryption of external devices, the State's current standard is BitLocker. The encryption key for such media will be delivered to the SSM under separate cover in a manner compliant with FIPS 140-2.

f. **Media Labeling Procedures.** As set forth above, received media is described on a property receipt as well as within the evidence database. Each piece of media is assigned a Contractor identification number. A label with a barcode is affixed to the media. "Working" labels may also be assigned to media. For example, if Contractor receives hard drives of Johnson's desktop computer, Johnson's laptop computer, and Smith's laptop computer, the labels, "J_Johnson_Desktop," "J_Johnson_Laptop" and "S_Smith_Laptop" would be affixed, respectively, to the received media, both to identify the drives as they are being handled in the lab and to tell the analysts how to label the forensic images. Contractor creates the drive, e.g., "M/Mega3/Lockheed/Projectname /J_Johnson_Desktop." Produced media is labeled per the SSM's written specifications and will have affixed to it the Contractor label containing the media's

identification number and barcode. When media is returned to the SSM, the chain of custody documentation must be included with the media.

g. **Chain of Custody Documentation.** Contractor must use both property receipts and an evidence database with a unique barcode for each piece of media to track media. The media description is entered both on the property receipt and in the database. The database assigns each piece of media a unique identification number. A label with the identification number and barcode is affixed to all tracked media. The location of the media in the evidence safe (i.e., safe, shelf, place on shelf), is noted in the database. As the media is moved, transferred, etc., its movements are tracked in the database. When media is received, a property receipt is generated; if the media is delivered to another party, the property receipt is updated and the party signs for receipt of the media.

h. **Evidence Safes/Access Control to Evidence Location**. Evidence is kept in evidence safes within a secured location within secured facilities. Access to the facility is monitored; no one other than Contractor personnel can move past the front door without an escort. No one is allowed into the secured location where evidence is kept except for Contractor personnel, and they cannot enter except through a keypad-locked door. Each Contractor employee's keypad code is unique. The keypad locks are periodically monitored by designated personnel at the location.

i. **Network Data Transmission.** Data must be encrypted on-the-wire between physical sites via VPN.

j. **Data Wiping and Destruction.** At the SSM's direction, State Data must be destroyed by physically destroying the media on which it is housed, or wiping that media to DoD 5220.22-M specifications, or both. At the SSM's direction, hard copy State Data must be destroyed by: (1) using cross-cut shredders which produce particles that are 1 x 5 millimeters in size; (2) pulverization or disintegration using disintegrator devices equipped with a 3/32-inch (2.4 mm) security screen; or (3) burning, with residue reduced to white ash. Contractor will document the wiping and destruction of State Data on forms approved by the SSM.

8. Billing

The SSM is the only person that may authorize the Contractor to deploy Service Software or commence fee-based Services for the State, and the authorization must be in writing to be effective.

Contractor invoices must be itemized and charged on a per-matter basis to the designated State client agency. All Fees based on an hourly rate shall be calculated and charged to the State in six-minute increments (i.e. tenths of an hour). Contractor must email invoices to the SSM for review and approval before payment by the State will be made.

Invoices must describe the services provided, quantities, volume, and pricing, along with any other information the SSM requests. The case name, docket number, and AG file number must be included prominently on all invoices, statement of works, estimates, and the like.

If more than one State agency is involved in a matter, Contractor will invoice as per the requirements of the agencies. If two agencies are involved and require that the invoiced costs be shared equally, Contractor must generate two separate invoices and note that each is for half of that month's costs. If agencies require that one pay for some services while the other pay for the remaining services, Contractor must bill appropriately.

9. Metrics and Reporting

Contractor will provide the SSM with project reports, metrics, and dashboards as requested and at no charge to the State. In addition, on the first Tuesday of every month and at no charge to the State, Contractor will provide the SSM with an electronic report by project/workspace of all data hosted in Relativity, the number of GB's hosted that month, the number of GB in nearline storage, the number of active user licenses and the matter to which they are billed, the user names, and the number of tech support hours provided.

At the SSM's request, during a document review project using either State attorneys or Contractor attorneys, the Contractor must provide a report of the productivity of each reviewer on the Thursday of each week and at no charge to the State. The weekly report must include the total number of documents reviewed by each reviewer, the total number of documents that satisfy tagging specifications (e.g. the total number of documents tagged as privileged), the total number of hours of active Relativity time for each reviewer and each managed review manager, the actual billable hours of each managed reviewer and each managed review manager, and the results of managed review quality control analysis. In addition, by 12:00 a.m. eastern time at the end of each working day during a review project, the Contractor must provide a report of the number of documents reviewed, the number of documents un-reviewed, and the average rate of review for all reviewing attorneys.

At the SSM's request, Contractor will participate in weekly, bi-weekly, or monthly calls to discuss the status of all pending State projects.

Exhibit 1 to Schedule A – Statement of Work – Pricing

#	E-discovery phase	Explanation. Include name and version number of software solution (if applicable).	Identify equipment and software that the State must purchase to implement Contractor's proposal. Include pricing for same.	Unit of measurement (e.g., per user, per hour, per day, annually, monthly, etc.)	Rate ($)
1	**Identification**				
1.1	Licensing				
1.2	Professional services				
1.3	Other fees (explain)	Discovia will deploy various best in breed technologies and professional services as needed.		Hour	$325/HR
2	**Early Case Analytics**				
2.1	Licensing		None		N/A
2.2	Professional services	Tech & Case Management Expert support as needed	None	Per Hour Per Hour	$125/HR $175/HR
2.3	Other fees (explain)	Relativity user fees	None	Per user/per month	$80/ea./month 3 free power user licenses/month
3	**Litigation Hold Management**				
3.1	Licensing	kCura's Relativity	None	Per user/per month	$17/Custodian
3.2	Professional services	(1) Training per month done via on-line session at no charge. Additional sessions and trainings billed hourly.	None	Per Hour	$125/HR

	3.3	Hosting		None		
	3.4	Other fees (explain)	Custom Consulting	None	Per hour	$175/HR
			One-Time Services - Optional:			
			• Data-Migration Services of Existing Legal Holds - *Conversion typically from CSV format).*		Per hour	$125/HR
			• On-Site Training - *(on-line training included in existing package).*		One time charge	$3,000 + travel
4		**Preservation**				
	4.1	Licensing				N/A
	4.2	Professional services				N/A
	4.3	Other fees (explain)		Preservation services and software is included in the collection category		
5		**Collection**				
	5.1	Licensing	Tableau write protection hardware, including the Tableau disk duplicator solution, Cellebrite, EnCase (both Forensic and Portable builds), AccessData FTK (both the full solution and the imager utility), XWays, Pinpoint Labs SafeCopy3, Microsoft RoboCopy, Blacklight, MacQuisition, Cellebrite, Katana Lantern, Raptor, Helix, DCFLDD, Internet Evidence Finder, Paraben Device Seizure,	None	n/a	n/a

There are no licensing fees. Only professional services hours. |

		Paraben P2 Commander, Access Data Mobile Phone Examiner, SyncDocs, X1 Social Discovery, Aid4Mail, Transcend Forensic Migrator, Emailchemy, Web Copier Pro, HTTrack, We also have the unique ability to customize solutions to address problems for which no commercial alternative exists (e.g. to convert/normalize proprietary data sources, or to generate analysis and reporting particular to a specific project)			
5.2	Professional services	Collections		Per Hour	$275 for on-site Preapproved travel at cost. $250 for remote collections or $450/flat fee per drive for laptop and desktop computers.
5.3	Other fees (explain)	Expert testimony Expert forensic consulting Forensic analysis		Per Hour	$350 $325 $295

6		**Processing and Data Analytics**				
	6.1	NUIX	Nuix data processing	None	None	None
	6.2	Filtering	Nuix and Relativity or Nuix and Brainspace Discovia will bill for ingestion of data but there will not be an additional charge for processing in Native Format. Processing of data remaining after filtering is included.	None	Per GB	$50/GB
	6.3	Scanning	Discovia would work with a local approved scanning provider in Michigan	None	Per Page	Range from light to heavy scanning $.10/page to .22/page
	6.4	OCR	eCAPTURE from iPRO	None	Per Page	$.02/page
	6.5	Professional services	Nuix, Brainspace, Relativity, iPRO	None	Hourly	$125/Hour
	6.6	Hosting	We host text and meta data in Relativity or Brainspace for ECA	None	Per GB	$8/GB ICA culling database
	6.7	Other fees (explain)	Search Consulting TIFF Conversion B&W Endorsements	None	Hourly Per Page Per Page	$175/Hour $0.01/Page $0.025/Page

7	**Review**				
7.1	Licensing	Brainspace	None	Per user/Per Month	No charge
		Relativity	None	Per User/Per Month	3 power users per month at no charge $80/Each
7.2	Professional services	Tech Support or Training	None	Per Hour	$125/Hour
7.3	Hosting	Brainspace	None	Per GB	$8/GB
		Relativity	None	Per GB	$8/GB
7.4	Other fees (explain)	Database set up	None	Per Database	$250
		User Set Up Charge	None	Per User/one time charge	Waived
8	**Predictive Coding**				
8.1	Licensing	Equivio	None	Per Doc	$0.02 Email threading and near duplicate $.03 near dup, email threading and predictive coding $175/GB

		Relativity Analytics		GB	No additional charge
		Brainspace	Included in the ingestion charge	Included	
8.2	Professional services	Senior support resources for Equivio, Content Analytics, Defensibility Report creation	None	Per Hour	$160/Hour
8.3	Hosting	Included in the data hosting charge above, not a separate fee			
8.4	Other	N/A	N/A	N/A	N/A
9	**Production**				
9.1	Storage media for data back-ups	We use encrypted and pin pad locked drives to transmit productions	None	Unit	$150/EA
9.2	Professional services	EDD/OPS/QC/TECH	None	Hour	$125/Hour
9.3	Other fees (explain)	TIFF conversion B&W	None	Page	$0.01
		Bates numbering, endorsements and creation of production subsets	None	Page	$0.0025
		Native File Production	None	Doc	$0.05
		Media: CD, Thumb drive, hard drive	None	Each	$15, $25, $150
10	**Presentation**				
10.1	Licensing				
10.2	Professional services				
10.3	Other fees (explain)				

11		**Transcript Management**				
	11.1	Licensing	Text Map 7 We can take the transcripts and load them into the Text Map tool, only.	If this is of interest to you, a custom quote will be generated. Since our initial proposal, we have broadened our offering around Text Map.		
	11.2	Professional services			Hour	$125
	11.3	Other fees (explain)				
12		**Training**				
	12.1	Onsite	4 hour minimum plus travel and expenses	None	Hour	$125/Hour
	12.2	Train-the-trainer		None	Hour	$125/Hour
	12.3	Webinar		None	Hour	$125/Hour
	12.4	Telephone		None	Hour	$125/Hour
	12.5	Other fees (explain)	Discovia will host 2 free in person trainings per year plus 3 free hours of webinar trainings per month			
13		**Support**				
	13.1	Online	Relativity, Brainspace Equivio or Brainspace CAL	None None	Hour Hour	$125 $175
	13.2	Telephone	Same as above			
	13.3	In-person	Same as above			
	13.4	Other fees (explain)				

14	**Miscellaneous**				
14.1	Attorney document reviewers			Per Hour out of Detroit	**1st Pass** $39.25/HR **QC/Priv** $41/HR **Review Manager** $95/HR
14.2	Progress reports	Discovia regularity provides quarterly reviews with its clients as a best practice.	None	Hour	N/A
14.3	Metrics	Discovia believes that metrics best tell the story in eDiscovery. We have automated tools and custom scripts that can be run for the case team at any time. We also provide an online tool called PartnerView to give the case team real time metrics to their cases.	None	Hour	N/A
14.4	Professional services	Discovia offers a variety of professional services: Search consulting, secondment, production protocol review, meet and confer, early case assessment, preservation best practices, forensics analysis.	None	None	Varies upon requested service. Quoted as needed. $175-$350
14.5	Sworn testimony, e.g., affidavit, deposition, courtroom	Expert testimony	None	Hour	$350
14.6	Other fees (explain)	Nearline Storage Off line Storage	None None	GB Hourly + Media + Shipping or storage with Discovia	$3/GB/Month $125/HR $15/media/month

		RSA Key Fobs		Not needed with Discovia's infrastructure	N/A
		Multifactor Authentication in Relativity		Included in our cost structure	No charge

Exhibit 2 to Schedule A – Statement of Work – Charge Codes

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
ESI stage, preparation and process	Data Culling & Processing Technical Support - per Hour	Analyze staged data	Analyze collected and staged data to estimate data processing specifications and timeline	yes	1491
Analysis	Data Culling & Processing Technical Support - per Hour	REL - Verification (Client Request)	Verify technical accuracy of search terms at the request of client	yes	2003
Client Support	Data Culling & Processing Technical Support - per Hour	External Activity Reporting	Draft user activity reporting	yes	1931
Client Support	Data Culling & Processing Technical Support - per Hour	Processing General Client Support	Provide support regarding _____	yes	2249
Searching/Reporting	Data Culling & Processing Technical Support - per Hour	REL - Searching / Reporting	Conduct document searches and create report of hits based on search results	yes	1979
Searching/Reporting	Data Culling & Processing Technical Support - per Hour	Term Syntax Vetting	Review and analyze proposed search terms for technical accuracy and make adjustments as necessary	yes	2002
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Clearwell Import Instructions/Reporting	Customize import settings to comly with client need and/or create customized reporting corresponding with Clearwell Import	yes	1772
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Control Numbering	Apply custom sort and document control numbering according to processing specifications	yes	1627
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Deduplication	Custom Deduplication - removal of duplicate emails/loose files in order to reduce population	yes	1624
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Deliverables	Create custom deliverables	yes	1631
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Export	Export PDF conversion from processing tool according to custom specifications	yes	1630
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Field Mapping	Map client provided field data for delimited file	yes	1628
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Field Mapping	Create custom metadata export profile according to specifications	yes	2133
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Load File Creation	Create data load file for document review platform according to custom specifications	yes	1632
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Metadata Fields; Create Field Map	Create field mapping for custom (non-discovia Standard) metadata fields	yes	1777
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom processing instructions	Process data in a customized order	yes	1774
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Reporting	Create custom report of processed documents and processing exceptions per client specifications	yes	1621
Custom Process	Data Culling & Processing Technical Support - per Hour	Custom Sort Order	Apply customized sort order to documents according to processing specifications	yes	1776
Custom Process	Data Culling & Processing Technical Support - per Hour	Extensive Exceptions Handling	Remediate processing exceptions that require additional conversion/handling	yes	1622

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Custom Process	Data Culling & Processing Technical Support - per Hour	Filter	Create filtered document subset according to document processing specifications	yes	1625
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Control Numbering	Perform custom sort and document control numbering	yes	2132
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Deliverables	Create custom deliverables, including … (multiple copies)	yes	2136
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Export	Export processed documents for document review platform according to custom specifications	yes	2134
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Filter	Create filtered document subset according to document processing specifications	yes	2107
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Load File Creation	Create data load file for document review platform according to custom specifications	yes	2135
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Load Instructions/Reporting	Customize import settings to comly with client need and/or create customized reporting corresponding with NUIX Ingestion/Import	yes	2106
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Metadata Fields; Metadata Template	Create metadata template for custom (non-standard) fields	yes	2131
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Reporting	Create custom report of processed documents and processing exceptions per client specifications	yes	2108
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Custom Sort Order	Apply customized sort order to documents according to processing specifications	yes	2130
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - Extensive Exceptions Handling	Remediate processing exceptions (Poisoned Items) that require additional conversion/handling	yes	2109
Custom Process	Data Culling & Processing Technical Support - per Hour	NUIX - TIFF - Tiff conversion: Manual (for OCR/Production)	Setup and remediate documents for tiff conversion; validate same	yes	2127
Custom Process	Data Culling & Processing Technical Support - per Hour	Populate Custom Fields	Populate custom fields according to document processing specifications	yes	1623
Custom Process	Data Culling & Processing Technical Support - per Hour	TIFF - Tiff conversion: Manual	Setup and remediate custom documents for TIFF conversion	yes	1651
Custom Process	Data Culling & Processing Technical Support - per Hour	Tiff Conversion: Manual	Setup and remediate documents for tiff conversion; validate same	yes	1626
Training	Data Culling & Processing Technical Support (Training)	Training: Clearwell	End user training of Clearwell database workflow and use	yes	1983
Training	Data Culling & Processing Technical Support (Training)	Training: ICA	Conduct user training of document culling database workflow and use	yes	1434
Forensic Analysis	Expert Testimony - per Hour	Testimony	Expert testimony	yes	2269
Forensic Analysis	Expert Testimony - per Hour	Testimony Prep	Expert testimony preparation	yes	1287
Forensic Analysis	Forensic Analysis - per Hour	Communications	[Insert description of communication type, participants, and objectives]	yes	1286
Forensic Analysis	Forensic Analysis - per Hour	Forensic Analysis	Forensic analysis of collected data	yes	1282

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Forensic Analysis	Forensic Analysis - per Hour	Meeting: Client	Conference with ___ re: forensic analysis of collected data	yes	1283
Forensic Analysis	Forensic Analysis - per Hour	Meeting: Internal	[Insert description of meeting, participants, and objectives]	yes	1284
Forensic Analysis	Forensic Analysis - per Hour	Remediation	Data remediation/deletion efforts	yes	2274
Create Media	Pre-processing, Normalizing and Staging - per Hour	Copy/Create Media	Create deliverable	yes	1765
Data Intake / Pre-process	Pre-processing, Normalizing and Staging - per Hour	Data Intake	Log, process, and stage received data	yes	1279
Data Intake / Pre-process	Pre-processing, Normalizing and Staging - per Hour	Meeting: Internal	Communication with ___ regarding collected and staged data requirements	yes	1280
Data Intake / Pre-process	Pre-processing, Normalizing and Staging - per Hour	Password decryption	Decrypt passwords	yes	2270
Data Intake / Pre-process	Pre-processing, Normalizing and Staging - per Hour	Post Process Quality Assurance; validate same	Stage and pre-process native files	yes	1929
Data Intake / Pre-process	Pre-processing, Normalizing and Staging - per Hour	Pre-process	Stage and pre-process native files	yes	1281
Forensic Analysis	Pre-processing, Normalizing and Staging - per Hour	Report	Create reporting of forensic analysis of collected data	yes	1285
Travel / Equipment Prep	Pre-processing, Normalizing and Staging - per Hour	Equipment Prep	Prepare equipment for forensic collection	yes	1288
Travel / Equipment Prep	Pre-processing, Normalizing and Staging - per Hour	Return media	Prepare media for return	yes	2268
Process	Pre-processing, Normalizing and Staging - per Hour	Decryption Search/Export	Identify documents for conversion/decryption	yes	2272
Process	Pre-processing, Normalizing and Staging - per Hour	Mac File Conversion	Convert Mac files to viewable format	yes	2271
Custom Production	Production Technical Support - per Hour	Apply custom text instructions for Redactions	Provide custom text for redacted files per Production Specifications	yes	1783
Custom Production	Production Technical Support - per Hour	Custom Deliverables	Create custom deliverables, including _____ (i.e multiple copies)	yes	1649
Custom Production	Production Technical Support - per Hour	Custom Load File Creation	Create document production load file(s) according to custom document production specifications	yes	1646
Custom Production	Production Technical Support - per Hour	Custom Metadata Fields; Create Field Map	Create field mapping for custom (non-discovia Standard) metadata fields	yes	1785
Custom Production	Production Technical Support - per Hour	Custom Reporting	Create custom report of document production results	yes	1647
Custom Production	Production Technical Support - per Hour	Custom Sort Order	Apply customized sort order to documents according to processing specifications	yes	1784
Custom Production	Production Technical Support - per Hour	Custom work to ID (non-standard) docs to placholder; apply custom language	Manually identify non-standard documents to placeholder; apply custom placeholder language per Production Specifications	yes	1779
Custom Production	Production Technical Support - per Hour	LAW - Custom Bates Numbering	Manually sort, Bates number and endorse documents according to document production specifications	yes	1645

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Custom Production	Production Technical Support - per Hour	LAW - Custom Bates Numbering - Monitor Progress	Manually Sort, Bates number and endorse documents according to document production specifications; validate same	yes	1816
Custom Production	Production Technical Support - per Hour	LAW - Custom Bates Numbering; validate same	Manually Sort, Bates number and endorse documents according to document production specifications; validate same	yes	1862
Custom Production	Production Technical Support - per Hour	Placeholder/Natives Creation	Create placeholder TIFFs and identify natives for production per specification	yes	1648
Custom Production	Production Technical Support - per Hour	Populate Custom Fields	Populate custom fields in document production load files according to production specfications	yes	1643
Custom Production	Production Technical Support - per Hour	TIFF - Tiff Conversion: Manual	Setup and remediate documents for tiff conversion; validate same	yes	1644
Production Quality assurance and control	Production Technical Support - per Hour	Custom Reporting; validate same	Create custom reporting according to document production specifications	yes	2071
Production Quality assurance and control	Production Technical Support - per Hour	Custom Sort Order; validate same	Verify custom document sort meets production specifications	yes	2057
Production Quality assurance and control	Production Technical Support - per Hour	Relativity - Custom Metadata Fields; Create Field Map; validate same	Create / map custom fields according to document production specifications	yes	2070
Production Quality assurance and control	Production Technical Support - per Hour	Relativity - Overlay Data; validate same	Overlay images / metadata to hosted database	yes	2083
Production Quality assurance and control	Production Technical Support - per Hour	Relativity Custom Load File Creation; validate same	Create custom load files according to document production specifications	yes	2069
Production	Production Technical Support - per Hour	Custom - Apply custom text instructions for Redactions	Process redacted document images for OCR per production specifications	yes	2054
Production	Production Technical Support - per Hour	Custom Deliverables	Create deliverable(s) per custom production specifications	yes	2061
Production	Production Technical Support - per Hour	Custom Load File Creation	Create document production load file(s) according to custom document production specifications.	yes	2062
Production	Production Technical Support - per Hour	Custom Metadata Fields; Create Field Map	Create field mapping for custom (non-discovia Standard) metadata fields	yes	2063
Production	Production Technical Support - per Hour	Custom Reporting	Create custom report of document production results as requested	yes	2065
Production	Production Technical Support - per Hour	Custom Sort Order	Apply customized sort order to documents according to processing specifications for production	yes	2051
Production	Production Technical Support - per Hour	Populate Custom Fields	Populate custom fields in document production load files according to production specifications	yes	2064
Production	Production Technical Support - per Hour	Relativity - Overlay Data	Overlay images / metadata to hosted database in anticipation of production	yes	2079
Production	Production Technical Support - per Hour	Relativity - Overlay Data - Monitor Progress	Overlay images / metadata to hosted database in anticipation of production	yes	2082
Production	Production Technical Support - per Hour	TIFF - Tiff conversion: Manual	Manually convert documents into TIFF IV documents	yes	2076
Exception handling	Project Management - per Hour	Comm re: image exception handling	Conference with ___ re document imaging exception files and handling requirements	yes	1459

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Exception handling	Project Management - per Hour	Comm re: imaging exceptions	Analyze imaging exceptions	yes	1457
Exception handling	Project Management - per Hour	Comm re: processing exception handling	Analyze document processing exceptions files	yes	1458
Exception handling	Project Management - per Hour	Comm re: processing exceptions	Document data processing specifications	no	1456
Privilege review	Project Management - per Hour	Comm re: priv log reqs	Communication with _____ re: privilege log requirements	yes	1514
Privilege review	Project Management - per Hour	Comm re: priv log timeline	Communication with _____ re: privilege log production specifications and timeline	yes	1515
Privilege review	Project Management - per Hour	Comm re: Priv review specs	Document privilege review protocol; Conference with _____ regarding privilege review protocol	yes	1512
Privilege review	Project Management - per Hour	Comm re: priv review timeline	Conference with ___ re document imaging exception files and handling requirements	yes	1513
Conversion of ESI to production	Project Management - per Hour	Comm re: prod exceptions	Conference with _____ re: document production conversion exceptions	yes	1520
Conversion of ESI to production	Project Management - per Hour	Comm re: prod specs	Document data production specifications and requirements	no	1726
Conversion of ESI to production	Project Management - per Hour	Prod exceptions	Review document conversion exceptions and prepare exception report	yes	1519
Discovery Planning	Project Management - per Hour	Case review	Review case documents and background information	no	1485
Discovery Planning	Project Management - per Hour	Case review (Client Request)	Review case documents and background information	no	1756
Discovery Planning	Project Management - per Hour	Comm re: planning	Conference with _____ and associated analysis re:	yes	1484
Discovery Planning	Project Management - per Hour	Comm re: planning (Client Request)	Conference with _____ re: initial case review and discovery plan	yes	1755
Discovery Planning	Project Management - per Hour	Comm re: status	Conference with _____ re: discovery plan requirements and timeline	yes	1486
Discovery Planning	Project Management - per Hour	Comm re: status (Client Request)	Conference with ____ re: discovery plan requirements and timeline	yes	1757
ESI stage, preparation and process	Project Management - per Hour	Comm re data export	Evaluate and document data export specifications and requirements	no	1703
ESI stage, preparation and process	Project Management - per Hour	Comm re imaging	Evaluate and document imaging specifications and requirements	no	1704
ESI stage, preparation and process	Project Management - per Hour	Comm re: dedupe reqs	Conference with ___ re: data culling and processing specifications and requirements	yes	1493
ESI stage, preparation and process	Project Management - per Hour	Comm re: Processing reqs	Document data processing specifications and requirements	no	1702
ESI stage, preparation and process	Project Management - per Hour	Comm re: search reqs	Document data searching specifications and requirements	no	1492
ESI stage, preparation and process	Project Management - per Hour	Comm re: search terms	Conference with ___ re: data searching specifications and requirements	yes	1494
ESI stage, preparation and process	Project Management - per Hour	Comm re: staging reqs	Document data staging specifications and requirements	no	1489
ESI stage, preparation and process	Project Management - per Hour	Comm re: staging status	Conference with ____re: data staging status	no	1490

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
First pass document review	Project Management - per Hour	Comm re: TAR	Identify and document processing and review specification options for Technology Assisted Review ("TAR") workflow	yes	1511
First pass document review	Project Management - per Hour	Comm re: TAR (Client Request)	Identify and document processing and review specification options for technology assisted review workflow.	yes	1759
Hosting costs	Project Management - per Hour	Comm re batching records for review	Document review batching protocol	yes	1718
Hosting costs	Project Management - per Hour	Comm re create, modify layouts, fields or views in DRD	Document creation or modification of database layouts, fields and views	no	1710
Hosting costs	Project Management - per Hour	Comm re database tech support	Provide database administration support and prepare related reporting	no	1706
Hosting costs	Project Management - per Hour	Comm re export records	Document specifications and requirements for export of records from database	no	1712
Hosting costs	Project Management - per Hour	Comm re hibernation, export, restore, or decommission database	Document database / source data hibernation, export, restoration, or deletion specifications and requirements	no	1506
Hosting costs	Project Management - per Hour	Comm re modify user permissions in DRD	Document modification of database user permissions	no	1708
Hosting costs	Project Management - per Hour	Comm re STR or highlighting implementation	Document search terms and highlight implementation	no	1714
Hosting costs	Project Management - per Hour	Comm re: DRD load	Document specifications and requirements for loading processed files to document review database	no	1503
Hosting costs	Project Management - per Hour	Comm re: DRD setup	Document database configuration and setup	no	1502
Hosting costs	Project Management - per Hour	Comm re: DRD user deactivation	Document database user deactivation	no	1505
Hosting costs	Project Management - per Hour	Other - Database administration or reporting	Conference with _____ re: database administration and reporting	no	1716
Media/ESI Transfer, Receipt, Inventory	Project Management - per Hour	Comm re: status	Conference with _____ re: data collection status and tracking	no	1487
Media/ESI Transfer, Receipt, Inventory	Project Management - per Hour	Comm re: status (Client Request)	Conference with _____ re: data collection status and tracking	no	1758
Processing Quality assurance and control	Project Management - per Hour	Processing Quality Control	Review processed files and validate file processing specifications and quality, notify re: completion with summary	nn	1501
Production Quality assurance and control	Project Management - per Hour	Comm re: prod QC	Conference with____ re: document production coding inconsistencies	yes	1522
Production Quality assurance and control	Project Management - per Hour	PM Production QC	Review and validate production deliverable for conformance with specifications, notify re: completion with summary	yes	1728
Production Quality assurance and control	Project Management - per Hour	PPV	Document search criteria and reporting of document production coding inconsistencies	yes	1521
Project Management (NOS)	Project Management - per Hour	Internal: Comm re: case reqs	Document case status, timelines, requirements and reporting	no	1523

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Review Planning and Training	Project Management - per Hour	Comm re: DRD training	Conference with _____ re document review database training	no	1510
Review Planning and Training	Project Management - per Hour	Comm re: review specs	Conference with _____ re document review protocols	no	1507
Review Planning and Training	Project Management - per Hour	Comm re: review timeline	Conference with _____ re document review specifications and timeline	no	1508
Scanning - Hard Copy	Project Management - per Hour	Comm re: OCR reqs	Conference with document scanning team re: hard copy scanning parameters and requirements	no	1496
Scanning - Hard Copy	Project Management - per Hour	Comm re: scanning reqs	Conference with document scanning team re: hard copy scanning parameters and requirements	no	1495
Search Quality assurance and control	Project Management - per Hour	Comm re vet search terms	Conference with ___re: search term iteration process, document same	yes	1720
Search Quality assurance and control	Project Management - per Hour	Comm re vet search terms (Client Request)	Discuss and/or document search iteration process	yes	1762
Search Quality assurance and control	Project Management - per Hour	Create custom reporting	Document custom reporting specifications and requirements re:	yes	1724
Review	Review Enhancement Consulting - per Hour	Equivio: Analyze	Conduct searches and implement TAR software to identify near-duplicates and email threads	yes	1427
Review	Review Enhancement Consulting - per Hour	Equivio: Relevance	Setup document sets and training parameters for Technology Assisted Review ("TAR") workflow optimization	yes	1428
Review	Review Enhancement Consulting - per Hour	Equivio: Relevance (Client Request)	Setup document sets and training parameters for Technology Assisted Review ("TAR") workflow optimization	yes	1751
Review	Review Enhancement Consulting - per Hour	Equivio: Themes	Setup document sets and training parameters for Technology Assisted Review ("TAR") workflow optimization	yes	2152
Review	Review Enhancement Consulting - per Hour	Relativity Assisted Review	Setup document sets and training parameters for Technology Assisted Review ("TAR") workflow optimization	yes	1429
Training	Review Enhancement Consulting - per Hour	Training: Equivio Analyze	Conduct user training of review and Technology Assisted Review ("TAR") workflows	yes	1437
Training	Review Enhancement Consulting - per Hour	Training: Equivio Zoom Relevance	Conduct user training of review and Technology Assisted Review ("TAR") workflows	yes	1438
Training	Review Enhancement Consulting - per Hour	Training: Relativity Analytics	Conduct user training of review and Technology Assisted Review ("TAR") workflows	yes	1436
Analysis (NOS)	Review Technical Support - per Hour	Analysis (NOS)	Perform analysis re _____	yes	1517
Analysis (NOS)	Review Technical Support - per Hour	Analysis (NOS) (Client Request)	Perform analysis re _____	yes	1761
Hosting costs	Review Technical Support - per Hour	Create saved searches	Create saved searches re:____ and summary re same	yes	1722
Search Quality assurance and control	Review Technical Support - per Hour	Search and analysis	Conduct searches re:___, analyze results in document review database and prepare summary	yes	1516
Search Quality assurance and control	Review Technical Support - per Hour	Search and analysis (Client Request)	Conduct searches and analyze results in document review database for database quality control	yes	1760

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Analysis	Review Technical Support - per Hour	REL - Other Non-Search Reporting	Draft reporting re _____	yes	1991
Client Support	Review Technical Support - per Hour	Review General Client Support	Provide support regarding _____	yes	1982
Review	Review Technical Support - per Hour	Batching	Create batches of documents for review in document review database	yes	1412
Review	Review Technical Support - per Hour	Export Priv Log Data	Export data to create privilege log	yes	1801
Review	Review Technical Support - per Hour	Field Choice Modifications	Create or modify document review database user interface (incl. document views, fields, coding layouts, tags, etc.)	yes	1416
Review	Review Technical Support - per Hour	PPV	Conduct searches to validate production quality based on tagging consistencies	yes	1425
Review	Review Technical Support - per Hour	PPV	Perform production quality checks based on tagging consistency	yes	1996
Review	Review Technical Support - per Hour	Privilege Log	Administration	yes	1753
Review	Review Technical Support - per Hour	Relativity Analytics	Create document review database index and framework to categorize and cluster documents	yes	1426
Review	Review Technical Support - per Hour	Run/Modify Categorization	Run/Modify categorization in document review database	yes	1799
Review	Review Technical Support - per Hour	User / Group / Permissions	Modify permissions group in document review database	no	1421
Review	Review Technical Support - per Hour	View / Layout Modifications	Create or modify document review database user interface (incl. document views, fields, coding layouts, tags, etc.)	yes	1422
Searching/Reporting	Review Technical Support - per Hour	Term Highlight Vetting	Develop highlighting terms	yes	1736
Searching/Reporting	Review Technical Support - per Hour	Term Highlight Vetting	Prepare term highlight vetting	yes	2001
Searching/Reporting	Review Technical Support - per Hour	Verification (Client Request)	Examine and review document searches and verify search results	yes	1743
Clearwell Process	Review Technical Support - per Hour	Clearwell - Create Users	Create users	no	2021
Clearwell Process	Review Technical Support - per Hour	Clearwell - Create Users; validate same	Create users	no	1849
Case Management	Review Technical Support - per Hour	Create / Modify Fields	Create / modify fields as requested	yes	1369
Case Management	Review Technical Support - per Hour	Create / Modify Fields; validate same	Create / modify fields as requested	yes	1878
Case Management	Review Technical Support - per Hour	Create / Modify Index; validate same	Create / modify and execute DT Index to add document text and metadata	yes	1879
Case Management	Review Technical Support - per Hour	Create / Modify Layouts	Create / modify layouts as requested	yes	1371
Case Management	Review Technical Support - per Hour	Create / Modify Layouts; validate same	Create / modify layouts as requested	yes	1880
Case Management	Review Technical Support - per Hour	Create / Modify Tabs	Create / modify tabs as requested	yes	1368
Case Management	Review Technical Support - per Hour	Create / Modify Tabs; validate same	Create / modify tabs as requested	yes	1881
Case Management	Review Technical Support - per Hour	Create / Modify Tags	Create / modify choices as requested	yes	1370
Case Management	Review Technical Support - per Hour	Create / Modify Tags; validate same	Create / modify choices as requested	yes	1882
Case Management	Review Technical Support - per Hour	Create DB	Create database and framework for document review	yes	1363
Case Management	Review Technical Support - per Hour	Create DB; validate same	Verify database and framework creation completed per project specifications	yes	1884

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Case Management	Review Technical Support - per Hour	Create Index	Create the DT Index and build it to add initial document text and metadata	yes	1364
Case Management	Review Technical Support - per Hour	DB Deactivation	Deactivate database as requested	yes	1791
Case Management	Review Technical Support - per Hour	DB Deactivation - Monitor Progress	Deactivate database as requested	yes	1821
Case Management	Review Technical Support - per Hour	DB Deactivation; validate same	Verify database deactivated and deleted as requested and approved	yes	1887
Case Management	Review Technical Support - per Hour	Delete Documents	Deletion of documents requested, reindexing of DT Index to ensure text and metadata are current	yes	1374
Case Management	Review Technical Support - per Hour	Delete Documents; validate same	Deletion of documents requested, reindexing of DT Index to ensure text and metadata are current	yes	1888
Case Management	Review Technical Support - per Hour	Mass Operations	Execute mass operation (mass tagging, mass document move, etc.)	yes	1792
Case Management	Review Technical Support - per Hour	Mass Operations - Monitor Progress	Execute mass operation (mass tagging, mass document move, etc.)	yes	1822
Case Management	Review Technical Support - per Hour	Mass Operations; validate same	Execute mass operation (mass tagging, mass document move, etc.)	yes	1898
Case Management	Review Technical Support - per Hour	Modify Index	Create/modify searchable document text and metadata index in document review database	yes	1365
Case Management	Review Technical Support - per Hour	Move Documents	Move and organize documents as requested	yes	1373
Case Management	Review Technical Support - per Hour	Move Documents; validate same	Move and organize documents as requested	yes	1899
Case Management	Review Technical Support - per Hour	Relativity - Create / Modify Views	Create / modify views as requested	yes	1367
Case Management	Review Technical Support - per Hour	Relativity - Create / Modify Views; validate same	Create / modify views as requested	yes	1883
Case Management	Review Technical Support - per Hour	Rename Folder(s)	Rename folder(s) as requested and update folder tree field	yes	1793
Case Management	Review Technical Support - per Hour	Rename Folder(s); validate same	Rename folder(s) as requested and update folder tree field	yes	1904
Consult/Report	Review Technical Support - per Hour	Relativity - Suppression	Suppress documents and update index per client instructions	yes	1794
Consult/Report	Review Technical Support - per Hour	Relativity - Suppression - Monitor Progress	Suppress documents and update index per client instructions	yes	1842
Consult/Report	Review Technical Support - per Hour	Relativity - Suppression; validate same	Suppress documents and update index per client instructions	yes	1908
Consult/Report	Review Technical Support - per Hour	Report - Custom Reporting	Develop custom data reports in document review database	yes	1376
Consult/Report	Review Technical Support - per Hour	Report - Custom Reporting; validate same	Develop custom data reports in document review database	yes	2023
Consult/Report	Review Technical Support - per Hour	User Assistance	Investigate and troubleshoot document review database user access / issues (incl. consultation and remote support)	no	1378
Consult/Report	Review Technical Support - per Hour	User Assistance; validate same	Investigate and troubleshoot document review database user access / issues (incl. consultation and remote support)	no	1909
Content Analytics	Review Technical Support - per Hour	RA Categorization	Execute Relativity Analytics Categorization	yes	1790
Content Analytics	Review Technical Support - per Hour	RA Categorization - Monitor Progress	Execute Relativity Analytics Categorization	yes	1839
Content Analytics	Review Technical Support - per Hour	RA Categorization ; validate same	Execute Relativity Analytics Categorization	yes	1875
Content Analytics	Review Technical Support - per Hour	RA Index - Create	Create Relativity Analytics index and framework	yes	1380

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Content Analytics	Review Technical Support - per Hour	RA Index - Monitor Progress	Create Relativity Analytics index and framework	yes	1840
Content Analytics	Review Technical Support - per Hour	RA Index; validate same	Create Relativity Analytics index and framework	yes	1876
Equivio/Zoom	Review Technical Support - per Hour	Add/Modify Issue	Add/Modify Issue(s) in Equivio Zoom	yes	1796
Equivio/Zoom	Review Technical Support - per Hour	Create/Modify Case	Create / modify Equivio Zoom case	yes	1795
Equivio/Zoom	Review Technical Support - per Hour	Load Data - Monitor Progress	Load metadata, images / native files for review in document review database	yes	1837
Equivio/Zoom	Review Technical Support - per Hour	Load/Overlay Data	Load metadata, images / native files for review in document review database	yes	1388
Equivio/Zoom	Review Technical Support - per Hour	Relativity - Equivio - Process - Relevance	Import document review data into Equivio Relevance index for analysis	yes	1382
Equivio/Zoom	Review Technical Support - per Hour	Relativity - Equivio - Process - Relevance - Monitor Progress	Import document review data into Equivio Relevance index for analysis	yes	1828
Equivio/Zoom	Review Technical Support - per Hour	Relativity - Process - Equivio - Neardupes (Analyze)	Setup Equivio process to identify near-duplicates and email threads	yes	1381
Equivio/Zoom	Review Technical Support - per Hour	Relativity - Process - Equivio - Neardupes - Monitor Progress	Setup Equivio process to identify near-duplicates and email threads	yes	1827
Equivio/Zoom	Review Technical Support - per Hour	Relativity - Process - Equivio - Neardupes; validate same	Setup Equivio process to identify near-duplicates and email threads	yes	1902
Export	Review Technical Support - per Hour	Export Other Data	Export documents and metadata from document review database	yes	1383
Export	Review Technical Support - per Hour	Export Other Data - Monitor Progress	Export documents and metadata from document review database	yes	1835
Export	Review Technical Support - per Hour	Export Other Data; validate same	Export documents and metadata from document review database	yes	1890
Export	Review Technical Support - per Hour	Export Production Hitlist	Export production list from document review database for document production delivery	yes	1384
Export	Review Technical Support - per Hour	Export Production Hitlist - Monitor Progress	Export production list from document review database for document production delivery	yes	1836
Export	Review Technical Support - per Hour	Export Production Hitlist; validate same	Export production list from document review database for document production delivery	yes	1891
Export	Review Technical Support - per Hour	Export Redactions	Export redacted documents from document review database	yes	1385
Export	Review Technical Support - per Hour	Export Redactions - Monitor Progress	Export redacted documents from document review database	yes	1834
Export	Review Technical Support - per Hour	Export Redactions; validate same	Export redacted documents from document review database	yes	1892
Load: External	Review Technical Support - per Hour	Load External Data	Load externally processed data to review database	yes	1386
Load: External	Review Technical Support - per Hour	Load External Data - Monitor Progress	Load externally processed data to review database	yes	1833
Load: External	Review Technical Support - per Hour	Load External Data; validate same	Load externally processed data to review database	yes	1895
Load: External	Review Technical Support - per Hour	Overlay External Production Data	Overlay externally processed production images / metadata into document review database	yes	2245
Load: External	Review Technical Support - per Hour	Overlay External Production Data - Monitor Progress	Overlay externally processed production images / metadata into document review database	yes	2246

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Load: External	Review Technical Support - per Hour	Overlay External Production Data; validate same	Verify overlay of externally processed production images / metadata into document review database completed per project specifications	yes	2247
Load: Internal	Review Technical Support - per Hour	Load Internal Production	Load production document images into document review database	yes	1387
Load: Internal	Review Technical Support - per Hour	Load Internal Production - Monitor Progress	Load production document images into document review database	yes	1832
Load: Internal	Review Technical Support - per Hour	Load Internal Production; validate same	Load production document images into document review database	yes	1896
Load: Internal	Review Technical Support - per Hour	Overlay Internal Production Data	Overlay production images / metadata into document review database	yes	2242
Load: Internal	Review Technical Support - per Hour	Overlay Internal Production Data - Monitor Progress	Overlay production images / metadata into document review database	yes	2243
Load: Internal	Review Technical Support - per Hour	Overlay Internal Production Data; validate same	Verify overlay production images / metadata into document review database completed per project specifications	yes	2244
Process	Review Technical Support - per Hour	Brainspace Ingestion	Ingest data into Brainspace	yes	2275
Process	Review Technical Support - per Hour	Load Review Data	Load data into review database	yes	2248
Process	Review Technical Support - per Hour	Load Review Data - Monitor Progress	Load data into review database	yes	1823
Process	Review Technical Support - per Hour	Load Review Data; validate same	Verify data load completed fully, remediate any errors	yes	1897
Process	Review Technical Support - per Hour	Overlay Data	Overlay metadata, images, text / native files into database	yes	1539
Process	Review Technical Support - per Hour	Overlay Data - Monitor Progress	Overlay metadata, images, text / native files into database	yes	1831
Process	Review Technical Support - per Hour	Overlay Data; validate same	Overlay metadata, images, text / native files into database	yes	1900
Process	Review Technical Support - per Hour	Overlay Review Data	Overlay metadata, images, text / native files into review database	yes	2236
Process	Review Technical Support - per Hour	Overlay Review Data - Monitor Progress	Overlay metadata, images, text / native files into review database	yes	2237
Process	Review Technical Support - per Hour	Overlay Review Data; validate same	Overlay metadata, images, text / native files into review database	yes	2238
Process	Review Technical Support - per Hour	Relativity - Load Culling - Field Mapping	Map all fields and load data into culling database	yes	1735
Process	Review Technical Support - per Hour	Relativity - Load Culling Data	Load data into culling database	yes	1830
Process	Review Technical Support - per Hour	Relativity - Load Culling Data - Monitor Progress	Load data into culling database	yes	2087
Process	Review Technical Support - per Hour	Relativity - Load Culling Data; validate same	Load data into culling database	yes	1894
Process	Review Technical Support - per Hour	Relativity - Overlay Culling Data	Overlay metadata, text and native paths into culling database	yes	2239
Process	Review Technical Support - per Hour	Relativity - Overlay Culling Data - Monitor Progress	Overlay metadata, text and native paths into culling database	yes	2240
Process	Review Technical Support - per Hour	Relativity - Overlay Culling Data; validate same	Overlay metadata, text and native paths into culling database	yes	2241
Process	Review Technical Support - per Hour	Relativity - Promote Culling to Review - Monitor Progress	Promote metadata, text and native paths to load into review database	yes	1829
Process	Review Technical Support - per Hour	Relativity - Promote Culling to Review; validate same	Promote metadata, text and native paths to load into review database	yes	1903

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Production Quality assurance and control	Review Technical Support - per Hour	PPV	Perform document production quality checks based on tagging consistency and correct search term inclusion or privilege exclusion	yes	1695
Review	Review Technical Support - per Hour	Batch	Create batches of documents for review in document review database	yes	1391
Review	Review Technical Support - per Hour	Batch; validate same	Create batches of documents for review in document review database	yes	1877
Review	Review Technical Support - per Hour	Data Evaluation	Perform data evaluation as requested	yes	1797
Review	Review Technical Support - per Hour	Export/Overlay Data	Export/Overlay data as requested	yes	1798
Review	Review Technical Support - per Hour	Export/Overlay Data - Monitor Progress	Export/Overlay data as requested	yes	1838
Review	Review Technical Support - per Hour	Persistent Highlights	Create highlight set for persistent highlighting of key terms	yes	1392
Review	Review Technical Support - per Hour	Persistent Highlights - Monitor Progress	Create highlight set for persistent highlighting of key terms	yes	1825
Review	Review Technical Support - per Hour	Persistent Highlights; validate same	Create highlight set for persistent highlighting of key terms	yes	1901
Review	Review Technical Support - per Hour	Relativity Analytics	Create document review database Analytics index and framework	yes	2159
Review	Review Technical Support - per Hour	Relativity Analytics; validate same	Verify Analytics index and framework created in document review database	yes	2160
Review	Review Technical Support - per Hour	Report; validate same	Create or modify saved search in document review database based on instructions or desired results	yes	1905
Review	Review Technical Support - per Hour	Search	Create or modify saved search in document review database based on instructions or desired results	yes	1390
Review	Review Technical Support - per Hour	Search - Monitor Progress	Create or modify saved search in document review database based on instructions or desired results	yes	1826
Review	Review Technical Support - per Hour	Search; validate same	Create or modify saved search in document review database based on instructions or desired results	yes	1906
Review	Review Technical Support - per Hour	STR	Create, update, or execute Search Term Report in document review database	yes	1389
Review	Review Technical Support - per Hour	STR - Monitor Progress	Create, update, or execute Search Term Report in document review database	yes	1824
Review	Review Technical Support - per Hour	STR; validate same	Create, update, or execute Search Term Report in document review database	yes	1907
Searching/Reporting	Review Technical Support - per Hour	REL - Searching / Reporting	Conduct document searches and create report of hits based on search results	yes	2091
Searching/Reporting	Review Technical Support - per Hour	Relativity Export Tagging	Folder / tag documents in Relativity workspace for export	yes	2016
Searching/Reporting	Review Technical Support - per Hour	Relativity Export Tagging; validate same	Folder / tag documents in Relativity workspace for export	yes	2017
Searching/Reporting	Review Technical Support - per Hour	Term Highlight Vetting	Develop term highlight vetting	yes	2090
Searching/Reporting	Review Technical Support - per Hour	Term Syntax Vetting	Analyze and modify proposed search terms for technical accuracy	yes	2088
Users/Groups	Review Technical Support - per Hour	Groups - Modify	Modify user access to database group and permissions in document review database	yes	1397
Users/Groups	Review Technical Support - per Hour	Groups - Modify permissions	Modify database group permissions in document review database	yes	1399
Users/Groups	Review Technical Support - per Hour	Groups - Remove	Remove user from database group and permissions in document review database	yes	1398
Users/Groups	Review Technical Support - per Hour	Groups; validate same	Modify user access to database group and permissions in document review database	yes	1893

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Users/Groups	Review Technical Support - per Hour	User Disable	Deactivate user(s) from document review database	no	1395
Users/Groups	Review Technical Support - per Hour	User Disable; validate same	Deactivate user(s) from document review database	no	1910
Users/Groups	Review Technical Support - per Hour	User Edit	Modify user rights in document review database	no	1394
Users/Groups	Review Technical Support - per Hour	User Edit; validate same	Modify user rights in document review database	no	1911
Training	Review Technical Support (Training)	Training: Relativity	Conduct user training of document review database workflow and use	yes	1435
Consult/Report	Review Technical Support (Training)	Client Training / Demo	End user training of document review database, workflow and use as well as best practices that go hand in hand with our processes	yes	1377
Analysis	Senior Management & Expert Consulting Services - per Hour	Linguistic Analysis / Data Research	Conduct data research and consult on linguistic patterns to enhance searches	yes	1407
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Linguistic Analysis / Data Research	Conduct data research and consult on linguistic patterns to enhance searches	yes	1990
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Linguistic Analysis / Data Research (Client Request)	Review and analyze proposed search terms for enhancement based on linguistic properties	yes	1747
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Other Analysis / Data Research	Conduct data research re _____ and provide report of results	yes	1969
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Other Analysis / Data Research (Client Request)	Conduct data research and provide report of results at the request of client	yes	1970
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Potential Exclusions Analysis	Develop and analyze exclusionary terms for potential search result reduction	yes	1992
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Potential Exclusions Analysis (Client Request)	Review and analyze email domains for potential search result reduction at the request of client	yes	2012
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Search Sampling	Develop random sample of documents and analyze search term results	yes	2004
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Search Sampling (Client Request)	Prepare random sample of documents at the request of client	yes	1746
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Search Strategy / Planning	Consult on search strategy in document review / culling database	yes	1989
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Term Development	Review search term requirements and generate proposed search terms for analysis	yes	1405
Analysis	Senior Management & Expert Consulting Services - per Hour	REL - Term Development (Client Request)	Review search term requirements and generate proposed search terms for analysis at the request of client	yes	1744
Analysis	Senior Management & Expert Consulting Services - per Hour	Sampling	Develop random sample of documents	yes	1975
Review	Senior Management & Expert Consulting Services - per Hour	Workflow Development	Analyze document review requirements and develop workflow enhancements	yes	1410
Review	Senior Management & Expert Consulting Services - per Hour	Workflow Development (Client Request)	Analyze document review requirements and propose workflow enhancements	yes	1750

Category	Billing Sub Group Default - Billing Sub Group	Activity	Default Narrative	Billable Default	Record ID#
Consult/Report	Senior Management & Expert Consulting Services - per Hour	Relativity - Custom Apps and Processes - Create Custom Objects	Client requested customization	yes	1372
Consult/Report	Senior Management & Expert Consulting Services - per Hour	Relativity - Custom Apps and Processes; validate same	Client requested customization	yes	1886
Consult/Report	Senior Management & Expert Consulting Services - per Hour	Relativity - Event Handlers - Monitor Progress	Create custom document review database programming or scripting to assist in document coding	yes	1841
Consult/Report	Senior Management & Expert Consulting Services - per Hour	Relativity - Event Handlers / Scripting	Create custom document review database programming or scripting to assist in document coding	yes	1379
Consult/Report	Senior Management & Expert Consulting Services - per Hour	Relativity - Event Handlers; validate same	Create custom document review database programming or scripting to assist in document coding	yes	1889
Process	Senior Technical Support - per Hour	Brainspace Ingestion; validate same	Ingest data into Brainspace	yes	2273
Client Project Admin	Senior Technical Support - per Hour	Client Consult/Meeting	Please include detailed information on how this time was spent	yes	2032
Client Project Admin	Senior Technical Support - per Hour	Client Meeting	Please include detailed information on how this time was spent	yes	2034
Client Project Admin	Senior Technical Support - per Hour	Internal Meeting	Please include detailed information on how this time was spent	yes	2035
Client Project Admin	Senior Technical Support - per Hour	Project Updates	Please include detailed information on how this time was spent	yes	2033
Consult/Report	Senior Technical Support - per Hour	Analysis/Report	Please include detailed information on how this time was spent	yes	2040
Consult/Report	Senior Technical Support - per Hour	Client Training / Demo	Please include detailed information on how this time was spent	yes	2038
Consult/Report	Senior Technical Support - per Hour	Custom Apps and Processes	Please include detailed information on how this time was spent	yes	2036
Consult/Report	Senior Technical Support - per Hour	Custom Reporting	Please include detailed information on how this time was spent	yes	2037
Consult/Report	Senior Technical Support - per Hour	Database/App Support	Please include detailed information on how this time was spent	yes	2039

Schedule B – Key Personnel

The following individuals are assigned as Key Personnel:

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**Schedule C – Business Continuity and Disaster Recovery Plan
(not attached for security purposes)**