



ORDER NUMBER 002 – RELATIVITYONE PAYGO

This Order Number 002 (“Order”) is subject to and governed by the Master Terms and Conditions dated March 1, 2023 (“Master Terms”) executed between Relativity ODA LLC (“Relativity”), and Texas A&M University System (“Customer”). Capitalized terms used in this Order but not defined have the meanings set forth in the Master Terms.

ORDER DETAILS

Order Effective Date	March 1, 2024	
Initial Term	Commencing on the Order Effective Date and continuing: (a) during the remainder of the same calendar month in which the Order Effective Date occurs; and (b) through the last day of the next full calendar month.	
Software	SaaS Product known as “ <u>RelativityOne</u> ,” plus the following additional products: <input checked="" type="checkbox"/> Legal Hold	
Documentation	https://help.relativity.com/	
Subscription	Month to Month following Initial Term	
Customer Contacts	Billing contact: Attn: Melissa Parker Email: melissa-parker@tamus.edu CC Email: jlow@tamus.edu Bill To Address: 301 Tarrow, 6 th Floor College Station, TX 77840 Ship To Address: 301 Tarrow, 6 th Floor College Station, TX 77840	Security contact: Attn: Melissa Parker and Jerri Low Email: melissa-parker@tamus.edu jlow@tamus.edu
Payment Information	Currency	All amounts under this Order are in USD
	Payment Terms	See Master Terms
	Is Customer exempt from applicable sales / VAT tax?	Yes
	Does Customer require a purchase order (“ <u>PO</u> ”)?	Yes

	PO Number (if applicable):																																																																			
Fees																																																																				
<u>REQUIRED MONTHLY MINIMUM COMMITMENT:</u>	\$5,075 for RelativityOne Cloud Fees																																																																			
<u>RelativityOne Region / Geo</u>	Region: USA Region / One (1) RelativityOne instance																																																																			
<u>RelativityOne Cloud Fees:</u>	<table border="1"> <thead> <tr> <th>Standard Workspace Monthly Data Count (Total number of GBs of in Standard Workspaces as of the Monthly Count Date)</th> <th>Standard Workspace Data Fee (Per GB of Customer Data per month in the Standard Workspaces)</th> <th>Repository Workspace Data Fee (Per GB of Customer Data per month in the Repository Workspaces)</th> <th>Cold Workspace Data Fee (Per GB of Customer Data per month in the Cold Workspaces)</th> <th>Staging Threshold (Total number of GBs of Staging Data permitted in the Staging Area for no additional fee)</th> <th>Extra Staging Data Fee (Per GB of additional Staging Data in the Staging Area over the Staging Threshold)</th> </tr> </thead> <tbody> <tr> <td>1 GB - 3,071 GB</td> <td>\$16.24</td> <td>\$6.09</td> <td>\$4.06</td> <td>10,240 GB</td> <td>\$1.35</td> </tr> <tr> <td>3,072 GB - 5,119 GB</td> <td>\$12.18</td> <td>\$4.56</td> <td>\$3.05</td> <td>15,360 GB</td> <td>\$1.01</td> </tr> <tr> <td>5,120 GB - 10,239 GB</td> <td>\$10.14</td> <td>\$3.81</td> <td>\$2.53</td> <td>25,600 GB</td> <td>\$0.85</td> </tr> <tr> <td>10,240 GB - 20,479 GB</td> <td>\$9.13</td> <td>\$3.43</td> <td>\$2.28</td> <td>51,200 GB</td> <td>\$0.76</td> </tr> <tr> <td>20,480 GB - 35,839 GB</td> <td>\$8.63</td> <td>\$3.24</td> <td>\$2.16</td> <td>102,400 GB</td> <td>\$0.72</td> </tr> <tr> <td>35,840 GB - 51,199 GB</td> <td>\$8.11</td> <td>\$3.04</td> <td>\$2.03</td> <td>179,200 GB</td> <td>\$0.68</td> </tr> <tr> <td>51,200 GB - 76,799 GB</td> <td>\$7.61</td> <td>\$2.85</td> <td>\$1.91</td> <td>256,000 GB</td> <td>\$0.63</td> </tr> <tr> <td>76,800 GB - 102,399 GB</td> <td>\$7.10</td> <td>\$2.66</td> <td>\$1.78</td> <td>384,000 GB</td> <td>\$0.59</td> </tr> <tr> <td>102,400 GB - 153,599 GB</td> <td>\$6.49</td> <td>\$2.43</td> <td>\$1.62</td> <td>512,000 GB</td> <td>\$0.54</td> </tr> <tr> <td>153,600 GB+</td> <td>\$6.20</td> <td>\$2.32</td> <td>\$1.55</td> <td>768,000 GB</td> <td>\$0.52</td> </tr> </tbody> </table> <p>For the sake of clarity, sometimes Standard Workspace is also referred to as a Review Workspace.</p>		Standard Workspace Monthly Data Count (Total number of GBs of in Standard Workspaces as of the Monthly Count Date)	Standard Workspace Data Fee (Per GB of Customer Data per month in the Standard Workspaces)	Repository Workspace Data Fee (Per GB of Customer Data per month in the Repository Workspaces)	Cold Workspace Data Fee (Per GB of Customer Data per month in the Cold Workspaces)	Staging Threshold (Total number of GBs of Staging Data permitted in the Staging Area for no additional fee)	Extra Staging Data Fee (Per GB of additional Staging Data in the Staging Area over the Staging Threshold)	1 GB - 3,071 GB	\$16.24	\$6.09	\$4.06	10,240 GB	\$1.35	3,072 GB - 5,119 GB	\$12.18	\$4.56	\$3.05	15,360 GB	\$1.01	5,120 GB - 10,239 GB	\$10.14	\$3.81	\$2.53	25,600 GB	\$0.85	10,240 GB - 20,479 GB	\$9.13	\$3.43	\$2.28	51,200 GB	\$0.76	20,480 GB - 35,839 GB	\$8.63	\$3.24	\$2.16	102,400 GB	\$0.72	35,840 GB - 51,199 GB	\$8.11	\$3.04	\$2.03	179,200 GB	\$0.68	51,200 GB - 76,799 GB	\$7.61	\$2.85	\$1.91	256,000 GB	\$0.63	76,800 GB - 102,399 GB	\$7.10	\$2.66	\$1.78	384,000 GB	\$0.59	102,400 GB - 153,599 GB	\$6.49	\$2.43	\$1.62	512,000 GB	\$0.54	153,600 GB+	\$6.20	\$2.32	\$1.55	768,000 GB	\$0.52
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Contracts Fees	Not licensed.
Data Breach Response Fees	Not licensed.
Personal Information Detect Fees	Not licensed.
Translate Fees	Not licensed.
Additional Fees	
Legal Hold Fees	Included.

Additional terms are set forth in the "Order Terms" section below.


SPECIAL TERMS

None.

SIGNATURES

The parties have caused this Order to be executed by their respective duly authorized officers or representatives as of the Order Effective Date.

RELATIVITY ODA LLC

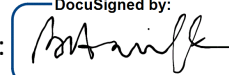
DocuSigned by:
Signature: 
DD83330EC427456...

Name: Steve Couling

Title: CSO

4/3/2024

TEXAS A&M UNIVERSITY SYSTEM

DocuSigned by:
Signature: 
BEDCDB89EA78479...

Name: Billy Hamilton

Title: Deputy Chancellor

4/3/2024

ORDER TERMS

1. TERM; PAYMENT TERMS; GENERAL TERMS

1.1 Term

The Initial Term will automatically renew for successive one (1) full calendar month periods (each a “Renewal Term”) unless either party gives notice to the other of its intent not to renew at least one (1) month prior to the expiration of the then current Term. For purposes of this Agreement, the Initial Term and any Renewal Terms will be referred to collectively as the “Term”.

1.2 Payment Terms

For purposes of this Agreement, the term “Monthly Fee” is used for convenience to refer to each fee or other amount that is paid or incurred on a monthly basis. At the end of each calendar month during the Term, Relativity will bill Customer the greater of the following: (a) the Monthly Fees incurred under this Agreement, derived from the tables above and explained further below; or (b) the Required Minimum Monthly Commitment.

1.3 General Terms

Relativity reserves the right to modify, supersede, or replace the terms set forth in this Order by providing Customer at least sixty (60) days advance written notice of the effective date. Customer will be deemed to have accepted such modifications if Customer, or any end user authorized or enabled by Customer, accesses the SaaS Product after the effective date of such notice.

2. USERS

2.1 RelOne User Logins

The SaaS Product is subject to the limitations set forth in the Documentation. The total number of permitted RelOne User Logins per month is limited to one thousand per terabyte of data in Standard Workspaces, across all of Customer’s Geos, as further described in the Documentation. A “RelOne User Login” means an Authorized User who logs into the SaaS Product in any Geo at least once during the month in question.

2.2 Connect for Authorized Users of the SaaS Product

If Customer chooses to establish a link (“Connection”) between a Geo and a third party’s (“Connected Party”) Geo, Customer can grant the Connected Party’s users (collectively “Connected Users”) access to Customer’s Geo. The Connected Users will not be counted and billed as RelOne Users in Customer’s Geo; provided, the Connected Users must access Customer’s Geo through the established Connection using a Connected Party-assigned email address (including the individual’s own name and Connected Party’s domain name). Customer will retain full responsibility for (a) the security and use of Connected Users’ permissions within the Geo; and (b) all access to and use of the Geo by such Connected Users. Customer may disable access to the Geo for any Connected User through the standard permission controls available in the Software. To terminate access for all Connected Users, Customer must disable the Connection.

3. WORKSPACES

3.1 Calculation of Cloud Fees

The amount of Customer Data in each workspace type (except the Staging Area) will be set as of the Monthly Count Date during each calendar month of the Term. The “Monthly Count Date” will be the highest data count point in all Standard Workspaces (sometimes also referred to as a Review Workspaces) in Customer’s Geo. Relativity will determine the monthly Cloud Fees due for each workspace type (except the Staging Area) in the Geo using the amount of Customer Data in such workspace type as of the Monthly Count Date (rounded up to the nearest GB).

3.2 Calculation of Cloud Fees in Staging Area

Relativity will determine the monthly Cloud Fees due for the Staging Area using the highest data storage point (rounded up to the nearest GB) in the Staging Area during the preceding calendar month.

3.3 Repository Workspace Restrictions

Repository Workspaces may only be used to store Customer Data and perform early case assessment. Customer may not use a Repository Workspace to perform any document review work or for any production purposes whatsoever, and Customer may not limit the default functionality on any Repository Workspace. Further, Repository Workspaces are subject to the limitations set forth in the Documentation, which include, for example, limits on the permitted number of records in any Repository Workspace, the allotted number of document views in any Repository Workspace, and the permitted number of Authorized Users that may access any Repository Workspace. Relativity will not change the limitations set forth in the Documentation without providing at least one (1) year's notice. Customer may not circumvent limits on Repository Workspaces by dividing cases or investigations between multiple Repository Workspaces. A Repository Workspace will be considered a Standard Workspace for billing purposes in any calendar month where Customer violates any of the restrictions or limitations set forth in this Section or the Documentation.

3.4 Cold Workspace Restrictions

Cold Workspaces may only be used to store Customer Data. A Cold Workspace will be considered a Standard Workspace for billing purposes in any calendar month in which Customer retrieves the Cold Workspace. Customer may retrieve a Cold Workspace by selecting "Retrieve" in the Cold Workspace. Customer's Cold Workspace will be retrieved and restored within five (5) days. Notwithstanding the foregoing, the Cold Workspace will be considered an active Standard Workspace or Repository Workspace for billing purposes as soon as Customer selects the "Retrieve" option.

3.5 Measuring Data

Data usage is measured by the size of the information, records and other data imported, stored and/or created in the Software. Where records have corresponding entries in the file table (including native files, images, and production images), that data usage is based on the size of those files. Where records do not have corresponding file table entries, Relativity may elect to tally and convert the number of such records to a GB measurement by dividing the number of such records by 4,000. All data in the Staging Area is measured by the size of the files.

4. GEOS

Geos are hosted in data centers in various countries around the world ("Region") and Relativity currently relies on the Microsoft Azure Platform as its underlying infrastructure.

5. CONTRACTS

Contracts helps transform existing contracts into structured contract data using Contracts OCR, Analysis, Compare, Contracts Viewer, each as further described in the Documentation.

Customer will be charged Contracts Fees based on the Unit Price for Contracts Units. "Contracts Unit" means each file, up to 25MB ("Contracts File Size Limit"). If the file size exceeds the Contracts File Size Limit, the excess number of MBs will be counted as the next Contracts Unit, for up to the Contracts File Size Limit. By using Contracts, Customer may create additional Customer Data which will be charged the applicable Standard Workspace Cloud Fees.

6. DATA BREACH RESPONSE

Data Breach Response: (i) identifies certain personal information identifiers; and (ii) prepares a notification report, as further described in the Documentation.

Customer will be charged the greater of: (a) the actual Relativity Data Breach Response Fees, which are based on the Data Breach Response Monthly Count multiplied by the Unit Price; or (b) a minimum monthly fee of \$2,500 per Standard Workspace with the Data Breach Response application installed. The "Data Breach Response Monthly

Count” is the total amount of Data Breach Response GB Units measured during each calendar month of the Subscription Term in each Standard Workspace in which the Data Breach Response application is installed. “Data Breach Response GB Unit” means each GB of Customer Data, as measured by the size of the native file, that has been processed through the Data Breach Response application and/or is stored in a Standard Workspace during any calendar month.

7. PERSONAL INFORMATION DETECT

Personal Information Detect identifies and redacts certain personal information identifiers, as further described in the Documentation.

Customer will be charged Personal Information Detect Fees based on the Unit Price. “PI Detect Document Unit” means each file, up to 25MB (“PI Detect File Size Limit”). If a file exceeds the PI Detect File Size Limit, the excess number of MBs will be counted as the next PI Detect Document Unit up to the PI Detect File Size Limit. For example, a Document sized at 30MB shall be charged at 2 PI Detect Document Units.

8. TRANSLATE

Translate performs translation of document text in certain languages, as further described in the Documentation.

Customer will be charged Translate Fees based on the Unit Price for Document Units. “Document Unit” means the translation of a document using Translate, up to a character limit of 15,000 characters (“Translation Character Limit”). If a document exceeds the Translation Character Limit, the excess number of characters translated will be counted as the next Document Unit, for up to the Translation Character Limit.

9. LEGAL HOLD

Legal Hold permits Customer to assign a Custodian for a hold, matter, or other project, as further described in the Documentation. A “Custodian” is defined as an individual for which the legal hold is being performed, whether or not they are an Authorized Users. Each Custodian will be counted as an “Active Custodian” until removed by Customer. For clarity, Authorized Users enabled to use Legal Hold will be counted as RelOne Users, but Custodians and Active Custodians will not be counted as RelOne Users. If Customer exceeds the subscribed number of Active Custodians when aggregated across all of Customer’s Geos, Customer will pay for the next higher tier of subscribed Active Custodians at Relativity’s then-current pricing (or if Customer already subscribes to Relativity’s highest tier of Active Custodians, Customer may add additional Active Custodians in increments of 10,000 at Relativity’s then-current pricing).

10. DEVELOPMENT TOOLS

For clarity, the Development Tool Terms incorporated by reference into this Order contain additional terms; however, the License does not include a license to access or use Development Tools described in the Development Tools Terms.

11. AI TECHNOLOGY

Some of Relativity’s SaaS Products leverage machine learning or AI technology (together, “AI Technology”), some of which may be made available by Microsoft on Microsoft Azure. AI Technology’s outputs are impacted by the quality of the Customer Data. In addition, some AI Technology is experimental, and some files and data types may be incompatible with AI Technology. AI TECHNOLOGY IS NOT INTENDED TO REPLACE THE WORK OF HUMANS AND CUSTOMER REMAINS RESPONSIBLE FOR MONITORING, VERIFYING, AND REVIEWING ALL OUTPUTS.

12. PROVIDER OF RECORD

Intentionally Omitted.

13. ADDITIONAL TERMS

Documents incorporated by reference	
Support Terms	https://kcura.my.salesforce.com/sfc/p/5000000072uY/a/1T000000T3bN/TSR1qPa8Q4khAZUAcCLFnHrypQLxid2bko3xeIHwWsY
Service Level Terms	https://kcura.my.salesforce.com/sfc/p/5000000072uY/a/1T000000T3bi/PtC5_JWaC_MHLPJgSybyR48smTUCauV4KEU2ZDIII9c
Data Security Terms	https://kcura.my.salesforce.com/sfc/p/5000000072uY/a/Hs000000tzto/8w4.kGFm3E.vQrsfbg5qZW8g2HUNKGujAGBxUaVOF4A
Development Tool Terms	https://kcura.my.salesforce.com/sfc/p/#5000000072uY/a/Qi000000FbQf/N8F8U4LA14o9diF4MvYaJyJ5t4zkGTc25CZ2IBDSx7g