

Customer Terms of Service

Last Updated: December 30, 2021

If you signed an offline variant of the Agreement for use of the Service, the Terms below do not apply to you, and your offline terms govern your access and use of the Service.

These Customer Terms of Service (the “**Terms**”) are effective upon execution of an Order Form referencing these Terms (an “**Order Form**,” and together with these Terms, the “**Agreement**”), by and between Everlaw, Inc., a Delaware corporation (“**Everlaw**”) and the party named as Customer in the Order Form. This Agreement governs Customer’s access to and use of the Service. Please refer to Section 14 (Definitions) for definitions of certain capitalized terms used in these Terms.

1. THE SERVICE.

- 1.1. **Subscriptions.** Everlaw and Customer may enter into one or more Order Forms referencing these Terms, under which Customer may purchase a Subscription. During the term of a Subscription, Everlaw will provide Customer and Authorized Users with non-exclusive access to the Service. Customer and Authorized Users may use the Service solely for Customer’s own internal business purposes.
- 1.2. **Technical Support Services.** During the term of a Subscription, Everlaw will provide TSS to Customer in accordance with the TSS Guidelines.
- 1.3. **Updates.** Everlaw may update the Service from time to time. If Everlaw changes the Service in a manner that materially reduces functionality, Everlaw will notify Customer by sending an email to the Commercial Contact’s address. For certain significant new features, Everlaw may notify Authorized Users of the new features: (A) via email, unless Authorized User has unsubscribed from receiving such emails; or (B) by posting a notice in the Service.
- 1.4. **Unpaid Subscription.** Everlaw may offer Customers an Unpaid Subscription. For Unpaid Subscriptions, Everlaw may, in its sole discretion: (A) terminate any Unpaid Subscription at any time, without liability to the applicable Customer and Authorized Users; (B) exclude and remove Customers and Authorized Users from the Service; (C) delete or suspend Case Materials; or (D) limit Customer’s maximum Storage Usage. Everlaw’s maximum aggregate liability with respect to any Unpaid Subscription will not exceed \$100.
- 1.5. **Third Party Services.** If Customer or Authorized User chooses to use any third party services contained within the Service or in combination with the Service, Everlaw will not be responsible for

the delivery, quality, or timeliness of such service.

- 1.6. **No Practice of Law.** Everlaw is not a law firm and does not provide legal advice or engage in the practice of law. Customer acknowledges that it is not relying on Everlaw for legal advice and has not engaged Everlaw or any Everlaw employee as legal counsel.

2. MANAGING AUTHORIZED USERS.

- 2.1. **Management and Permissions.** Customer, or the applicable Reseller, is responsible for managing the Authorized Users on its account on the Service. Customer, or the applicable Reseller, is solely in control of the individual permissions on Customer's or the applicable Reseller's accounts, Databases, and Projects.
- 2.2. **Suspending an Authorized User.** Customer, or the applicable Reseller, must suspend an Authorized User's access to the Service if Customer, the applicable Reseller, or Everlaw reasonably determines that: (A) Authorized User's use of the Service disrupts or creates a security risk to the Service or Everlaw systems; or (B) Authorized User is using the Service in violation of any applicable law or regulation, Section 3 (Acceptable Use), the Terms of Use, or the applicable Agreement. If Everlaw detects any Authorized User's violation or suspected violation of Section 3 (Acceptable Use), the Terms of Use, or the applicable Agreement, Everlaw will use commercially reasonable efforts to notify Customer by sending an email to the Commercial Contact's address. Everlaw reserves the right to suspend or terminate an Authorized Users access to the Service for any of the reasons set forth in (A) or (B) above.

3. ACCEPTABLE USE.

- 3.1. **Authorized Users.** Customer is responsible for all actions by Authorized Users on the Customer's account.
- 3.2. **Prohibited Uses.** Customer will ensure that it and Authorized Users will not: (A) resell or sublicense the Service (except that, if Customer is a lawyer or law firm, it may pass Everlaw's fees on to its clients); (B) modify, adapt, decompile, reverse engineer, or copy the Service; (C) transmit, store, or process data that falls within the definition of "Protected Health Information" under HIPAA except as permitted by an executed HIPAA Business Associate Agreement; or (D) violate the Agreement.
- 3.3. **Obligations.** Customer will ensure that it and Authorized Users: (A) prevent unauthorized use of, or access to the Service; (B) take reasonable care when (i) inviting individuals to use or access the Service and (ii) granting permissions; (C) report all actual or suspected security incidents or vulnerabilities, or violations of this Section 3 to security@everlaw.com; and (D) obtain and maintain all the necessary consents prior to accessing, uploading, processing, and storing Case Materials and other content in the Service.

4. FEES AND BILLING.

- 4.1. **Fees.** Customer will pay the fees and will be billed in accordance with the terms in the applicable Order Form and as further described in the Documentation. Payment for invoices is due within 30 days of the date of any invoice.
- 4.2. **Taxes.** Customer is solely responsible for payment of any taxes resulting from the use of the Service. If any such taxes are required to be withheld, Customer will pay an amount to Everlaw such that the net amount payable to Everlaw after withholding of taxes will equal the amount that would have been otherwise payable under this Agreement.
- 4.3. **Invoice Disputes.** Any invoice disputes must be submitted to billing@everlaw.com prior to the respective invoice's due date. If an invoice has not been disputed prior to its due date, then it will be deemed to have been accepted.
- 4.4. **Late Charges.** Late payments are subject to interest charges equal to the lesser of 1.5% per month or the maximum amount allowed by law.
- 4.5. **Fee Adjustments.** Everlaw may increase or add new fees and charges for any existing Service the Customer uses by giving the Customer 30 days' written notice prior to any renewal term.

5. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS.

- 5.1. **Case Materials.** Everlaw agrees that it obtains no Intellectual Property Rights in the Case Materials except for the limited license set forth in this Agreement. Customer grants Everlaw a worldwide, limited, non-exclusive, royalty-free license to use the Case Materials to provide the Service to Customer and Authorized Users and to support, manage, and improve the Service, subject to the obligations in Section 7 (Confidentiality).
- 5.2. **Everlaw Intellectual Property.** Everlaw will retain all Intellectual Property Rights in the Service, including any and all derivatives, changes, and improvements, and Customer agrees that it obtains no Intellectual Property Rights or licenses by these Terms except those expressly granted.
- 5.3. **Feedback.** Customer and Authorized Users may provide Feedback to Everlaw. Everlaw and its Affiliates may use that Feedback without restriction and without obligation to Customer or Authorized Users.
- 5.4. **Marketing Rights.** Everlaw may: (A) include Customer's name and logo in a list of Everlaw customers, online or in promotional materials; (B) verbally reference Customer as a customer of Everlaw; (C) work together on an announcement of Customer being an Everlaw customer on a mutually agreed upon date within 6 months of the Signature Date (set forth in the applicable Order Form); and (D) engage Customer in other joint marketing such as customer testimonials, public speaking events, and press/analyst interviews.

6. DATA PROTECTION.

- 6.1. **Security.** In addition to Customer's obligations under Section 3 (Acceptable Use), Everlaw will implement reasonable and appropriate measures designed to help secure the Case Materials and

Proprietary Information against accidental or unlawful loss, access, use, or disclosure.

- 6.2. **DPA.** To the extent Customer's Case Materials are subject to European Data Protection Laws and/or Non-European Data Protection Laws (as defined in the DPA) and are processed by Everlaw on Customer's behalf in connection with the Service, Everlaw and Customer agree to the terms of the DPA. This Agreement constitutes Customer's instructions to process "personal data" protected by applicable European Data Protection Laws and Non-European Data Protection Laws. To the extent Customer or Authorized Users upload any Documents to, or create any content in, the Service that include "personal data," Everlaw agrees to process, access, use, disclose, store, and transfer such personal data in compliance with the DPA.
- 6.3. **Privacy Notice.** Personal Information (defined in the Privacy Notice) provided to us by the Customer or Authorized Users, including Account Information and Service-Generated Data, will be used and protected as described in the Privacy Notice. Personal data contained in Case Materials will be subject to Section 6.2 (DPA).

7. CONFIDENTIALITY.

- 7.1. **Nondisclosure.** The Recipient will only use the Disclosing Party's Proprietary Information to exercise its rights and fulfill its obligations under these Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party's Proprietary Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Proprietary Information: (A) to its employees, consultants, contractors, service providers or advisors who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as these Terms; (B) with the Disclosing Party's written consent; or (C) regardless of any other provision in the Terms, as necessary to comply with applicable laws and regulations or a court or other legal order, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited to do so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose and narrow the scope of disclosure of its Proprietary Information.
- 7.2. **Exceptions.** Information is not Proprietary Information if a party can prove the information: (A) is known before receipt from the Disclosing Party, without any obligation of confidentiality; (B) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (C) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; (D) Recipient has independently developed the information without use of the Disclosing Party's Proprietary Information; or (E) is disclosed with the prior written approval of the Disclosing Party.

8. REPRESENTATIONS AND WARRANTIES.

- 8.1. **Mutual Representations and Warranties.** Each party represents and warrants that it has the necessary corporate authority to enter into this Agreement, and this Agreement is a valid and binding obligation enforceable against it, in accordance with its terms.

- 8.2. **Customer Representations and Warranties.** Customer represents and warrants that: (A) it and Authorized Users have all necessary rights and authority to upload Documents to the Service without violating any third party's proprietary or privacy rights, including Intellectual Property Rights; (B) the Documents do not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (C) it will comply with all applicable laws, rules, and regulations, and in accordance with these Terms.
- 8.3. **Everlaw Representations and Warranties.** Everlaw represents and warrants that it will comply with all laws and regulations applicable to its provision of the Service.
- 8.4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE TO CUSTOMER ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING, OR COURSE OF PERFORMANCE. EVERLAW DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS BY USE OF THE SERVICE. EVERLAW DOES NOT COMMIT TO FIXING ALL ERRORS.

9. INDEMNIFICATION.

- 9.1. **Everlaw Indemnities.** Subject to the terms of this Agreement, Everlaw will defend and indemnify Customer and its officers, directors, employees, successors, and permitted assigns, against any Claims, and all damages, costs, liabilities, and expenses (including reasonable attorneys' fees), in each case, that are actually paid or payable to third parties pursuant to such Claims, to the extent such Claims allege that the Service infringes any third-party Intellectual Property Right. Everlaw will have no indemnity obligation or other liability under this Section 9 if such Claim arises from: (A) Customer's negligence, breach of the Agreement, or alteration of the Service provided by Everlaw; (B) combination of the Service with any materials, products, or services not provided by Everlaw (including, without limitation, any Case Materials); or (C) third-party components, products or services.
- 9.2. **Customer Indemnities.** Customer will defend and indemnify Everlaw and its officers, directors, employees, successors, and permitted assigns, against any Claims, and all damages, costs, liabilities, and expenses (including reasonable attorneys' fees), in each case, that are actually paid or payable to third parties pursuant to such Claims, to the extent such Claims arise from: (A) the use or display of any Documents uploaded to, or content created in, the Service, including the Case Materials, in accordance with these Terms; (B) any litigation matter in which Customer or Authorized Users are engaged; or (C) Customer's breach of its obligations or inaccuracy of its warranties under this Agreement.
- 9.3. **Indemnification Procedure.** Each party's obligations pursuant to Sections 9.1 (Everlaw Indemnities) and 9.2 (Customer Indemnities) are expressly conditional on the party seeking indemnification providing the indemnifying party with: (A) prompt written notice of each Claim; (B) sole control over the defense and settlement of the indemnified portion of each Claim; and (C) information as may be reasonably requested by the indemnifying party in connection with each Claim. Further,

Everlaw will have the right to approve the counsel selected by Customer for defense of any Claim, which approval will not be unreasonably withheld. Customer will not settle any Claim in a manner that does not unconditionally release Everlaw without Everlaw's written consent, not to be unreasonably withheld or delayed.

- 9.4. **Remedies.** If Everlaw reasonably believes the Service might infringe a third party's Intellectual Property Rights, then Everlaw may, at its sole option and expense: (A) procure the right for Customer to continue using the Service; (B) modify the Service to make it non-infringing without materially reducing its functionality; or (C) replace the Service with a non-infringing, functionally equivalent alternative. If Everlaw does not believe the remedies in this Section 9.4 are commercially reasonable, then Everlaw may suspend or terminate Customer's use of the Service.
- 9.5. **Sole Rights and Obligations.** Without affecting either party's termination rights, this Section 9 states the parties' sole rights and obligations under this Agreement for Intellectual Property Rights-related Claims.

10. LIMITATION OF LIABILITY.

- 10.1. **Insurance.** Customer agrees that: (A) Everlaw is not an insurance company; (B) Everlaw's fees for the Service would be substantially higher if Everlaw were to agree to undertake additional obligations and liabilities beyond what Everlaw has expressly undertaken in this Agreement; and (C) Customer should look solely to its insurance or self-insurance programs to the extent that any losses, costs, judgments, or expenses are not covered by Everlaw's express obligations and liabilities contained in this Agreement.
- 10.2. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY.
- 10.3. **MAXIMUM AGGREGATE LIABILITY.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO EVERLAW DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.
- 10.4. **ACKNOWLEDGEMENT.** THE LIABILITIES LIMITED BY THIS SECTION 10 WILL APPLY TO ALL LIABILITY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE; (B) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (C) EVEN IF THE ESSENTIAL PURPOSE OF A PARTY'S REMEDIES FAIL. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 10, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.

11. GOVERNING LAW; DISPUTE RESOLUTION.

- 11.1. **Governing Law.** These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles.
- 11.2. **Informal Resolution.** Any Dispute Customer has with Everlaw must be submitted to support@everlaw.com in order to attempt resolution through discussion. Everlaw will negotiate with Customer in good faith in an effort to resolve such Dispute without the necessity of any formal proceeding.
- 11.3. **Arbitration.** In the unlikely event that the Dispute cannot be resolved in accordance with Section 11.2 (Informal Resolution) and within 15 business days of Everlaw's first communication with Customer after Customer's written submission to Everlaw under Section 11.2 (Informal Resolution), then the parties must submit the Dispute to binding arbitration as set forth in this Section 11.3. Except as set forth in Section 11.4 (Exception to Arbitration), the parties agree that the Dispute will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be held in Oakland, California, or any other location both parties agree to in writing. The prevailing party will be entitled to costs and attorneys' fees. Except as may be required by law or as necessary to enforce the respective award in a court of law, neither party, nor the mediator or arbitrator, may disclose the existence, content, or results of any mediation or arbitration without the prior written consent of both parties.
- 11.4. **Exception to Arbitration.** Without first engaging in the informal dispute process described in Section 11.2 (Informal Resolution) or by submitting to arbitration under Section 11.3 (Arbitration), either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service or its infringement of a third-party's Intellectual Property Rights, in the federal or state courts of Alameda County, California, and each party irrevocably submits to the venue and jurisdiction of such applicable courts.
- 11.5. **Class Actions.** Customer may only resolve Disputes with Everlaw on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

12. TERM; TERMINATION.

- 12.1. **Term.** These Terms apply if an effective Order Form exists between Customer and Everlaw, or until otherwise terminated.
- 12.2. **Automatic Renewal.** Unless a party provides written notice of non-renewal at least 30 days prior to the end of the then current term on an applicable Order Form, Order Forms automatically renew for: (A) 12-month periods in the case of annual or multi-year subscriptions; or (B) successive terms of 1 month.
- 12.3. **Temporary Suspension.** Everlaw may temporarily suspend Customer's or Authorized User's access to the Service if Everlaw reasonably determines that: (A) Customer's use of the Service disrupts or creates a security risk to the Service or Everlaw systems; (B) Customer is using the Service in

violation of any applicable law or regulation or these Terms; or (C) Customer fails to pay fees owed to Everlaw in accordance with this Agreement.

- 12.4. **Termination for Cause.** Either party may terminate the Agreement if the other party: (A) is in material breach of the Terms and then fails to cure that breach within 30 days after receipt of written notice; or (B) ceases its business operations or becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.
- 12.5. **Effect of Termination.** If the Agreement terminates or expires, then all Order Forms terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date: (A) all rights and access to the Service will terminate (including access to Case Materials); and (B) Everlaw will send Customer a final invoice (if applicable) for payment obligations under that Order Form.
- 12.6. **Survival.** Sections 4 (Fees and Billing), 5 (Intellectual Property Rights & Restrictions), 6 (Data Protection), 7 (Confidentiality), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11 (Governing Law; Dispute Resolution), 12.6 (Survival), and 13 (Miscellaneous) will survive the end of the Agreement.

13. MISCELLANEOUS.

- 13.1. **Modifications.** Everlaw may update these Terms and will notify Customer of any changes by posting new Terms at <https://www.everlaw.com/customer-terms-of-service/> and updating the "Last Updated" date. Everlaw will notify Customer of material changes by sending an email to Commercial Contact's address. Any changes to these Terms will be effective 30 calendar days following notification of such change. Continued use of the Service following such changes will indicate Customer's acknowledgement of such changes and agreement to be bound by the updated version of these Terms.
- 13.2. **Assignment.** Neither party may assign the Agreement, except to an Affiliate, without the written consent of the other, except that Everlaw may assign this Agreement in connection with a merger, sale of substantially all of its stock or assets, or other change in Control. Any other attempt to assign is void.
- 13.3. **Notices.** All notices and other communications will be in writing and given when sent by email.
- 13.4. **No Agency.** The Terms do not create any agency, partnership, or joint venture between the parties.
- 13.5. **Severability.** If any provision in these Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.
- 13.6. **Force Majeure.** Except for payment obligations under these Terms, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 13.7. **Entire Agreement.** The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of

the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms, which are incorporated by reference into the Agreement.

14. DEFINITIONS.

- 14.1. **Account Information** means information about the Customer that it provides to Everlaw in connection with the creation or administration of its account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with Customer's account.
- 14.2. **Administrator Access** means the level of access that allows an individual to administer the Service by having the ability to select organization settings and permissions on the Service.
- 14.3. **Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- 14.4. **Annual Fee** means an annual fee based on a Minimum Commitment.
- 14.5. **Authorized User(s)** means anyone whom the (A) Customer or Reseller, or (B) a person with Administrator Access on a Customer's account, has invited to join the Customer's account on the Service. Authorized Users must be working on behalf of the Customer and may be employees, contractors, or agents of Customer or Reseller, including attorneys representing Customer.
- 14.6. **Case Materials** means the Documents uploaded to and any content created in the Service by the Customer or Authorized User, or applicable Reseller. It does not include: (A) Account Information; or (B) Project and Database names though Project and Database names are considered Proprietary Information subject to Section 7 (Confidentiality).
- 14.7. **Claim** means, collectively, any third-party claims, demands, and actions.
- 14.8. **Commercial Contact** means the individual designated in the applicable Order Form who is authorized to purchase the Service on behalf of the Customer.
- 14.9. **Control** means control of greater than 50% of the voting rights or equity interests of a party.
- 14.10. **Database** means the repository where all of the Customer's Case Materials are uploaded and stored within the Service.
- 14.11. **DPA** means Everlaw's Data Processing Addendum, available at <https://www.everlaw.com/customer-data-processing-addendum/>.
- 14.12. **Disclosing Party** means the party that discloses Proprietary Information to the other party.
- 14.13. **Dispute** means any controversy, claim, or dispute arising out of or relating to this Agreement, or the alleged breach of the Agreement.

- 14.14. **Document** means the reviewable object in its uncompressed, unpacked format. It may include any combination of text, images, and/or native files.
- 14.15. **Documentation** means the Everlaw documentation (as may be updated from time to time) in the form generally made available by Everlaw to its customers for use with the Service at <https://support.everlaw.com/hc/en-us> (which URL link may be updated from time to time).
- 14.16. **Feedback** means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by the Customer and Authorized Users.
- 14.17. **HIPAA** means the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 14.18. **Intellectual Property Rights** means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) in the U.S.
- 14.19. **Minimum Commitment** means a Subscription with a fixed minimum Storage Capacity reserved for the Customer's use.
- 14.20. **Monthly Unit Price** means a price per gigabyte of Storage Usage per month.
- 14.21. **Native Data** means the Documents within the Case Materials the Customer or an Authorized User uploads via the native uploader functionality or created and processed by the Service.
- 14.22. **Order Form** means the document incorporated into these Terms and setting forth the Customer's Subscription.
- 14.23. **Privacy Notice** means Everlaw's Privacy Notice, available at <https://www.everlaw.com/privacy-notice/>.
- 14.24. **Processed Data** means the Documents within the Case Materials the Customer or an Authorized User uploads via the processed uploader functionality or created by the Service.
- 14.25. **Projects** mean the repositories created within a Database where Customer and Authorized Users, or applicable Reseller, utilize the Service.
- 14.26. **Proprietary Information** means all information that is designated as confidential and/or proprietary or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including: (A) with respect to Customer, the Case Materials; and (B) with respect to Everlaw, the pricing offered to Customer by Everlaw.
- 14.27. **Recipient** means the party that receives Proprietary Information from the other party.
- 14.28. **Reseller** means an authorized Everlaw reseller.
- 14.29. **Service** means the applicable Everlaw hosted eDiscovery and document management platform procured in the Order Form, as described in the Documentation.
- 14.30. **Service-Generated Data** means all data generated or derived from a Customer's and Authorized Users' interaction with and use of the Service, including data such as crash history,

time the Service takes to load, configuration data, capacity, and usage to determine storage requirements.

- 14.31. **Storage Capacity** means the minimum commitment storage amount that Customer purchases set forth in the applicable Order Form.
- 14.32. **Storage Usage** means the actual number of bytes of data the Customer uses on the Service, calculated on a monthly basis by the method set forth in the applicable Order Form.
- 14.33. **Subscription** means access to and usage of the Service subject to these Terms and referenced on the applicable Order Form.
- 14.34. **Terms of Use** refers to the Everlaw Terms of Use available at <https://www.everlaw.com/terms-of-use>, as may be updated from time to time.
- 14.35. **Trademark Policy** refers to the Everlaw Trademark Policy available at <https://www.everlaw.com/legal/trademark-policy>, as may be updated from time to time.
- 14.36. **TSS** means the then-current Everlaw technical support services associated with the Service under the TSS Guidelines.
- 14.37. **TSS Guidelines** means Everlaw's technical support services guidelines then in effect for the Service. TSS Guidelines are available at <https://www.everlaw.com/legal/everlaw-tss-guidelines>.
- 14.38. **Unpaid Subscription** means access to and use of the Service, or components of the Service, without payment.