

Customer Terms of Service

Last Updated: September 13, 2024

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**”) and accompanying **Order Form** referencing these Terms (an “**Order Form**,” and together with these Terms, the “**Agreement**”), constitute a binding agreement 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. **Professional Services.** Customer may engage Everlaw to provide certain Professional Services. Any Professional Services Everlaw performs are governed by Everlaw’s PSA.
- 1.4. **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 by posting a notice in the Service.

- 1.5. **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.
- 1.6. **Third Party Services.** Use of any third party services contained within the Service or in combination with the Service is governed by the Service Specific Terms ([here](#)).
- 1.7. **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. Authorized Users may not be able to access the Service from certain countries where Everlaw does not conduct business.
- 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 User's access to the Service for any of the reasons stated in (A) or (B) above.

3. ACCEPTABLE USE.

- 3.1. **Authorized Users.** Customer is responsible for all actions by Authorized Users on Customer's account.
- 3.2. **Prohibited Uses.** Customer, or the applicable Reseller, 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 onto its clients); (B) modify, adapt, decompile, reverse engineer, or copy the Service; (C) violate the Agreement; or (D) put Everlaw in breach of any applicable law.
- 3.3. **Controlled Data.** Except as stated in Section 3.4 below, Customer will not store or manage the following on the Service: (A) classified government data or information; (B) data controlled by U.S. or other applicable export control regulations, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the regulations governing nuclear data administered by the National Nuclear Security Administration (NNSA); (C) criminal justice information; or (D) data that falls within the definition of "Protected Health Information" under HIPAA.
- 3.4. **Exceptions.** Customer may store ITAR, EAR or criminal justice data if there is a mutually signed Order Form that specifically states Customer will store export-controlled such data exclusively on the FedRAMP-authorized version of the Service. Customer may store Protected Health Information on the Service if the parties have executed a HIPAA Business Associate Agreement. As between Everlaw and Customer, Customer is responsible for configuring the relevant version of the Service (in some cases, the FedRAMP-authorized version) to comply with the ITAR, EAR, HIPAA, and other applicable regulations.
- 3.5. **Obligations.** Customer, or the applicable Reseller, 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 necessary consents before 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. Customer must pay for the entire purchased Subscription whether or not the Service is used. 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, duties, or the like that apply to the provision or resulting from the use of the Service (except for Everlaw's employment taxes and taxes based on Everlaw's net income). 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 before the respective invoice's due date. If an invoice has not been disputed before 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 Customer uses by giving Customer 30 days' written notice before 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 stated 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 (A) the obligations in Section 7 (Confidentiality) and (B) the limits regarding use of Input and Output in Section 8.5 (Everlaw AI Assistant).

- 5.2. **Everlaw Intellectual Property.** Everlaw will retain all Intellectual Property Rights in the Service, including all derivatives, changes, and improvements, and Customer agrees that it obtains no Intellectual Property Rights or licenses by this Agreement 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 include Customer's name and logo in a list of Everlaw customers, online or in promotional materials. Provided Everlaw receives Customer's approval, Everlaw may (A) work together on an announcement of Customer being an Everlaw customer on a mutually agreed upon date within 6 months of the Signature Date (stated in the applicable Order Form); and (B) engage Customer in other joint marketing such as customer testimonials, social media promotions, public speaking events, and press/analyst interviews. In the event Everlaw permits Customer to use Everlaw's trademarks, Customer agrees to comply with the Trademark Policy.

6. DATA PROTECTION.

- 6.1. **Security.** In addition to Customer and Reseller 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 any Applicable Privacy Law (as defined in the DPA) and are processed by Everlaw on Customer's behalf in connection with the Service, Everlaw and Customer, or the applicable Reseller, agree to the terms of the DPA. This Agreement constitutes Customer's instructions to process Personal Data (as defined in the DPA) protected by Applicable Privacy Law. To the extent Case Materials 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 Customer, Reseller, 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 this Agreement, 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 this Agreement; (B) with the Disclosing Party's written consent; or (C) regardless of any other provision in this Agreement, as necessary to comply with applicable laws and regulations or a court or other legal order, provided the Recipient promptly notifies the Disclosing Party before 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 at Disclosing Party's cost.

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.

- 8.2. **Customer Representations and Warranties.** Customer represents and warrants that: (A) it and Authorized Users have all necessary rights and authority to upload or make available Case Materials to the Service without violating any export control laws or any third party's proprietary or privacy rights, including Intellectual Property Rights; (B) the Case Materials 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 this Agreement.
- 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 STATED IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE TO CUSTOMER ON AN "AS-IS" BASIS, "AS AVAILABLE" 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. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT OUTPUT IS GENERATED BY GENERATIVE ARTIFICIAL INTELLIGENCE FUNCTIONALITY, AND EVERLAW MAKES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT. 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.
- 8.5. **Everlaw AI Assistant.** Customer is responsible for Customer's use of Everlaw AI Assistant, and will not use Everlaw AI Assistant or any Output in a manner that violates applicable laws or this Agreement. Customer acknowledges that Output is probabilistic and may not be accurate, reliable, or otherwise appropriate for Customer's use. Customer should independently evaluate Output for accuracy and appropriateness for Customer's use case(s), including through human review, and modify Output as necessary before relying on, publishing, or otherwise using Output. Where appropriate, Customer should provide a disclaimer that Output has been created using generative AI, and Customer and its

Authorized Users will not misrepresent that Output has been created without the use or assistance of generative artificial intelligence functionalities. Everlaw will not use Input or Output to train or finetune a generative AI model for general use through the Service.

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 under 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); (C) third-party components, products or services; or (D) Customer's use of Everlaw AI Assistant and (i) the Claim alleges the Output infringes a third party's trademark or related rights, or (ii) the Claim alleges the Output infringes on a third party's Intellectual Property Rights.
- 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 under 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; (B) any litigation matter in which Customer or Authorized Users are engaged; or (C) Customer's breach of its obligations of its warranties under this Agreement.
- 9.3. **Indemnification Procedure.** Each party's obligations under 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. EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY UNPAID SUBSCRIPTION WILL NOT EXCEED \$100.
- 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.** The Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. If Customer is a state, local, or educational governmental entity, then the Agreement is governed by the laws of Customer's state, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act do not apply to the Agreement.
- 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 30 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 stated in this Section 11.3. Except as stated 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 prohibited.

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 before 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, Reseller'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 this Agreement; 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 Agreement 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. **Beta Services.** Everlaw sometimes releases products and features that require testing and evaluation ("Beta Services"). Everlaw designates Beta Services as "alpha," "beta," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as Everlaw's other services. Everlaw makes Beta Services available to collect Feedback, and by using the Beta Services, Customer agrees that Everlaw may contact Customer to collect such Feedback. Beta Services may be subject to additional terms and may be presented at the time Customer is given access to the Beta Services. BETA SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Everlaw may change, suspend, or discontinue Beta Services at any time without prior notice to Customer. Everlaw's indemnity obligations under Section 9.1 do not apply to Beta Services. EVERLAW'S MAXIMUM AGGREGATE

LIABILITY WITH RESPECT TO BETA SERVICES WILL NOT EXCEED \$100.

- 13.2. **Free Trial.** Everlaw may make one or more feature of the Service available to Customer on a trial basis free of charge (“Free Trial Service”) until the earlier of (A) the end of the free trial period for which Customer agreed to use such Free Trial Service, (B) the start date of any Subscription purchased by Customer for such Free Trial Service, or (C) termination of the Free Trial Service by Everlaw in its sole discretion. Free Trial Services may be subject to additional terms and may be presented at the time Customer is given access to the Free Trial Service. FREE TRIAL SERVICES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Everlaw may change, suspend, or discontinue Free Trial Services at any time without prior notice to Customer. Everlaw’s indemnity obligations under Section 9.1 do not apply to Free Trial Services. EVERLAW’S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO FREE TRIAL SERVICES WILL NOT EXCEED \$100.
- 13.3. **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 and such changes will be effective 30 calendar days following notification, except to the extent the changes are required by applicable laws, rules, or regulations, in which case they will be effective immediately. 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.
- 13.4. **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.
- 13.5. **Notices.** All notices and other communications will be in writing and given when sent by email.
- 13.6. **No Agency.** The Agreement does not create any agency, partnership, or joint venture between the parties.

- 13.7. **Severability.** If any provision in the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 13.8. **Force Majeure.** Except for payment obligations under the Agreement, 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.
- 13.9. **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 a Customer that it provides to Everlaw in connection with the creation, administration, or updating 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 Customer's account on the Service. Authorized Users act on behalf of Customer and may be employees, contractors, or agents of Customer or Reseller, including attorneys representing Customer.

- 14.6. **Case Materials** means the Documents uploaded or submitted to the Service and any content created in the Service by Customer or Authorized Users, or applicable Reseller. Case Materials include Input and Output but do not include: (A) Account Information; (B) Service-Generated Data, or (C) Project and Database names and labels, though Project and Database names and labels 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 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 a discrete collection of 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. **Everlaw AI Assistant** means any machine learning capability or functionality made available by Everlaw, including without limitation any capability or functionality labeled or otherwise identified by Everlaw as AI-powered.

- 14.17. **Feedback** means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by Customer and Authorized Users.
- 14.18. **HIPAA** means the U.S. Health Insurance Portability and Accountability Act of 1996.
- 14.19. **Input** means any text, information, or other content Customer provides or makes available to Everlaw AI Assistant for processing.
- 14.20. **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 similar rights (registered or unregistered).
- 14.21. **Minimum Commitment** means a Subscription that comes with either: (A) a fixed minimum Storage Capacity reserved for Customer's use; or (B) an amount of Storage Usage that, when calculated, is an amount equal to the minimum recurring fee Everlaw charges the Customer.
- 14.22. **Monthly Unit Price** means a price per gigabyte of Storage Usage per month.
- 14.23. **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.
- 14.24. **Order Form** means the document incorporated into these Terms and stating Customer's Subscription.
- 14.25. **Output** means any text, information, or other content that Everlaw AI Assistant generates based on Input and returns to Customer and Authorized Users.
- 14.26. **Privacy Notice** means Everlaw's Privacy Notice, available at <https://www.everlaw.com/legal/privacy-notice/>.
- 14.27. **Processed Data** means the Documents within the Case Materials Customer or an Authorized User uploads via the processed uploader functionality or created by the Service.
- 14.28. **Projects** mean the repositories created within a Database where Customer and Authorized Users, or applicable Reseller, utilize the Service.
- 14.29. **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 Project and Database names and labels; and (B) with respect to Everlaw, the pricing offered to Customer by Everlaw.

- 14.30. **Recipient** means the party that receives Proprietary Information from the other party.
- 14.31. **Reseller** means an authorized Everlaw reseller.
- 14.32. **Service** means the applicable Everlaw hosted eDiscovery and document management platform procured in the Order Form, as described in the Documentation.
- 14.33. **Service-Generated Data** means all data generated or derived from a Customer's and Authorized Users' interaction with the Service, including data such as crash history, time the Service takes to load, configuration data; and diagnostic, capacity, and usage information to determine storage requirements.
- 14.34. **Service Specific Terms** means the then-current terms specific to one or more Everlaw or third party services contained within the Service available at <https://www.everlaw.com/legal/service-specific-terms/>.
- 14.35. **Storage Capacity** means the minimum commitment storage amount that Customer purchases stated in the applicable Order Form.
- 14.36. **Storage Usage** means the actual number of bytes of data Customer uses on the Service, calculated on a monthly basis by the method stated in the applicable Order Form.
- 14.37. **Subscription** means access to and usage of the Service subject to these Terms and referenced on the applicable Order Form.
- 14.38. **Terms of Use** refers to the then-current Everlaw Terms of Use available at <https://everlaw.com/legal/global-terms-of-use>.
- 14.39. **Trademark Policy** refers to the then-current Everlaw Trademark Policy available at <https://everlaw.com/legal/trademark-policy>.
- 14.40. **TSS** means the then-current Everlaw technical support services associated with the Service under the TSS Guidelines.
- 14.41. **TSS Guidelines** means the then-current Everlaw technical support services guidelines for the Service. TSS Guidelines are available at

<https://everlaw.com/legal/everlaw-tss-guidelines>.

14.42. **Unpaid Subscription** means access to and use of the Service, or components of the Service, without payment.