Everlaw

Customer Terms of Service

Last Updated: October 30, 2026

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 between Everlaw, Inc., a Delaware corporation ("**Everlaw**") and the party named as Customer in the Order Form ("**Customer**"). 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 Subscription Term, Everlaw will provide Customer and Authorized Users with non-exclusive access to the Service in accordance with the terms of this Agreement. Customer and Authorized Users may use the Service only for Customer's internal business purposes (including, for law firms' use of the Service for their clients).

1.2. **Technical Support Services.** During the Subscription Term, Everlaw will provide TSS to Customer in accordance with the Technical Support Services Guidelines.

1.3. **Professional Services.** Everlaw may provide Professional Services to Customer under Everlaw's Professional Services Addendum and the applicable statement of work.

1.4. **Updates.** Everlaw may update or modify the Service from time to time. If Everlaw changes the Service in a manner that materially reduces the Service's functionality, Everlaw will notify Customer by sending an email to Customer and the Platform Administrator. From time to time,

Everlaw may make available certain features, functionality, integrations, and connectors. Everlaw reserves the right to modify, limit, or discontinue access to any such features, functionality, integrations, connectors or Third-Party Products at any time, or to condition continued access on payment of applicable fees, with notice provided where practicable. Any such action will not constitute a material reduction in functionality of the Service.

1.5. **Service Specific Terms.** Certain services or features may be subject to additional terms, including third party terms and the Service Specific Terms. By accessing or using services covered by any Service Specific Terms, Customer agrees to, and will ensure its Authorized Users comply with, those terms. If there is a conflict between these Terms and the Service Specific Terms, the Service Specific Terms will control with respect to the applicable services.

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 or the Service for legal advice and has not engaged Everlaw or any Everlaw employee as legal counsel.

1.7. **Referrals.** Everlaw may, at its sole discretion, enter into arrangements with third parties to promote Everlaw products or services, and Everlaw may pay referral fees or commissions to third parties for referring prospects or new customers to Everlaw. Everlaw also may offer a thank you gift to individuals or organizations who take an initial sales meeting with Everlaw in accordance with Everlaw's Referral Program Terms and Conditions.

2. **MANAGING AUTHORIZED USERS.**

2.1. **Administrator Access.** Customer or the applicable Reseller may designate Authorized User(s) as Administrators, including distinct tiers of Administrator Access. Administrators may (A) access, disclose, restrict access to, or remove Customer Data, (B) enable, disable, or opt in or out of certain features, including paid functionality, free trial features, or beta features, and (C) provision, monitor, or restrict Authorized Users' access to the Service.

2.2. **Management and Permissions.** Customer or the applicable Reseller is responsible for their Administrators' acts and omissions. Everlaw may rely on an Administrator's configurations, elections, and instructions as Customer's own. Customer, or the applicable Reseller, is in control of individual permissions on their accounts and responsible for managing its Authorized Users and all their actions on the Service. Everlaw blocks Service access from countries where Everlaw does not conduct business, such as those on the US Office of Foreign Assets Control sanctions programs list.

2.3. **Suspension.** Everlaw reserves the right to suspend a Customer, Reseller, or an Authorized User's access to the Service if Everlaw reasonably determines that: (A) an Authorized User's use of the Service disrupts or creates a security risk to the Service or Everlaw systems; (B) an Authorized User is using the Service in violation of any applicable law or regulation, Section 3 (Acceptable Use), the Terms of Use, or this Agreement or (C) Customer fails to pay fees owed to Everlaw in accordance with this Agreement. Everlaw will use commercially reasonable efforts to notify Customer of any suspension under this Section 2.3. Customer agrees to reasonably cooperate with Everlaw with respect to Everlaw's suspension efforts.

3. **ACCEPTABLE USE.**

3.1. **Prohibited Uses.** Customer, or the applicable Reseller, and its Authorized Users will not: (A) resell or sublicense the Service (except that a law firm Customer may pass Everlaw's fees onto its clients); (B) modify, adapt, decompile, reverse engineer, or copy the Service; (C) violate the Agreement; (D) cause Everlaw to breach any applicable law; or (E) circumvent any Service limits or configure the Service to avoid Service limits or fees.

3.2. **FedRAMP.** Customer is responsible for ensuring that the Service environment is appropriate for its Customer Data. Everlaw's standard commercial Service environment is designed for general commercial use and is not FedRAMP-authorized. Everlaw's FedRAMP-authorized version is designed to support heightened government and regulatory compliance requirements.

3.3. **HIPAA Data.** When applicable law requires a HIPAA Business Associate Agreement, Customer must request a Business Associate Agreement, and may store Protected Health Information on the Service only once it's executed.

3.4. **Obligations.** Customer, or the applicable Reseller, and its Authorized Users will: (A) prevent unauthorized use of, or access to the Service; (B) take reasonable care when (i) inviting individuals to 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 Customer Data and other content in the Service.

4. **FEES AND BILLING.**

4.1. **Payment.** Customer will pay all applicable fees specified in an Order Form, billed in accordance with the terms of such Order Form and as further described in the Terms and the Documentation. For any in-

platform usage, features or consumption not set forth in an Order Form, Customer will be billed and will pay based on Customer's actual in-platform usage at the rates set forth in the Service or Documentation. For any such feature, Everlaw will provide 30 days' notice to the Customer (e.g., in the Service or by email). Customer must pay for the entire purchased Subscription and all usage-based fees Customer incurs.

4.2. **Taxes.** Customer is solely responsible for payment of any taxes, duties, or the like that apply to the provision, or result 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.** Customer must submit any invoice dispute describing the basis of the dispute in writing to billing@everlaw.com before the invoice's due date. Undisputed invoices remain due and payable on their due date.

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 fees as described on the Order Form by giving Customer 30 days' written notice before any Renewal Term.

5. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS.

5.1. **Customer Data.** Everlaw agrees that it obtains no Intellectual Property Rights in the Customer Data except for the limited license stated in this Agreement. Customer grants Everlaw a worldwide, limited, non-exclusive, royalty-free license to use Customer Data to provide the Service to Customer and Authorized Users and to support, manage, and improve features within the Service, subject to (A) the obligations in Section 7 (Confidentiality) and (B) the restrictions regarding use of Customer Data in Section 8.5 (Everlaw AI).

5.2. **Everlaw Intellectual Property.** Everlaw retains 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 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 and maintain reasonable and appropriate technical, administrative, and organizational measures designed to help secure Customer Data and Proprietary Information against accidental or unlawful loss, access, use, or disclosure.

6.2. **DPA.** To the extent Customer Data is subject to any Applicable Privacy Law (as defined in the DPA) and is 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 Customer Personal Data (as defined in the DPA) protected by Applicable Privacy Law. To the extent Customer Data includes Customer Personal Data, Everlaw agrees to process, access, use, disclose, store, and transfer such Customer Personal Data in compliance with the DPA.

6.3. **Privacy Notice.** Personal Information (defined in the Privacy Notice) provided to Everlaw by Customer, Reseller, or Authorized Users, including Account Information and Service-Generated Data, will be used and protected as described in the Privacy Notice.

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, advisors, or, the end client of a law firm Customer or Reseller, 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; or (D) Recipient has independently developed the information without use of the Disclosing Party's Proprietary Information.

8. **REPRESENTATIONS AND WARRANTIES.**

8.1. **Mutual Representations and Warranties.** Each party represents and warrants that (A) it has the necessary corporate authority to enter into this Agreement, (B) this Agreement is a valid and binding obligation enforceable against it, and (C) it will comply with the terms of this Agreement.

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 Customer Data to the Service without violating any export control laws or any third party's proprietary or privacy rights, including Intellectual Property Rights; (B) the Customer Data does 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 applicable to its use of the Service.

8.3. **Everlaw Representations and Warranties.** Everlaw represents and warrants that: (A) it will comply with all laws, rules, and regulations applicable to its provision of the Service; (B) the Service will perform in material conformity with all Documentation; and (C) it will use enterprise-grade security software designed to detect and/or remove viruses, worms, Trojan horses, or other harmful or destructive code from 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 A 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. EVERLAW MAKES NO WARRANTY REGARDING ANY THIRD-PARTY PRODUCT.

8.5. **Everlaw AI.** Everlaw will not use Customer Data to train or finetune a generative AI model for general use throughout the Service. As between the parties, Customer retains all Intellectual Property Rights to Customer Data, except for the limited license stated in Section 5.1 (Customer Data). Customer is responsible for Customer's use of Everlaw AI and 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.

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) any materials, components, data, products (including Third-Party Products), or services not provided by Everlaw, either alone or in combination with the Service; or (C) Customer's use of Everlaw AI and 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) Customer Data or Customer's use of Third-Party Products, except to the extent the Claim arises from

Everlaw's breach of this Agreement; (B) any litigation matter in which Customer or Authorized Users are engaged; or (C) Customer's breach 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. **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.

10.2. **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.

10.3. **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 Sale 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 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 take effect on the Start Date and remain effective until terminated.

12.2. **Automatic Renewal.** Unless otherwise specified on the Order Form, Customer's Subscription automatically renews for a Renewal Term unless a party provides written notice of non-renewal at least 30 days before the end of the then current Subscription Term.

12.3. **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.

12.4. **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; and (B) Everlaw will send Customer a final invoice (if applicable) for payment obligations under that Order Form.

12.5. **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), 12.5 (Survival), and 13 (Miscellaneous) will survive the end of the Agreement.

13. **MISCELLANEOUS.**

13.1. **Beta Services.** Everlaw may release products or 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) in the Service. Beta Services may not be reliable. 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, which may be presented at the time Customer is given access to 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. **Modifications.** Everlaw may update these Terms, including terms incorporated by reference into this Agreement, and will notify Customer of any changes by posting new Terms at https://www.everlaw.com/legal/customer-terms-of-service/ and updating the "Last Updated" date. Everlaw will notify Customer of material changes by sending an email to Customer and such changes will be effective 30 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.

13.3. **Insurance.** During the Subscription Term, Everlaw agrees to maintain, at its sole cost and expense, insurance coverage of the types and in the amounts that are standard and customary for similarly positioned companies in Everlaw's industry.

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 or through the Service.

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 or Authorized User 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** means any Authorized User with Administrator Access.

14.3. **Administrator Access** means the level of access that allows an individual to administer the Service by, for example, having the ability to select organization settings and permissions on the Service.

14.4. **Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

14.5. **Authorized User(s)** means (A) the Customer or Reseller, or (B) anyone authorized to join Customer's or Reseller's account on the Service by a person with Administrator Access on such account. Authorized Users act on behalf of Customer and may be employees, contractors, or agents of Customer or Reseller, including attorneys representing Customer.

14.6. **Customer Data** means the Documents uploaded or submitted to the Service, or otherwise sent by or on behalf of Customer to Everlaw for processing in the Service, and any content created in the Service by or on behalf of Customer, Authorized Users, or applicable Reseller. Customer Data includes Input and Output but does not include: (A) Account Information; (B) Service-Generated Data, or (C) Database names and labels, which are considered Proprietary Information subject to Section 7 (Confidentiality). Any references to 'Case Materials' in any Order Form or other document incorporated into this Agreement shall mean Customer Data.

14.7. **Claim** means, collectively, any third-party claims, demands, and actions.

14.8. **Control** means control of greater than 50% of the voting rights or equity interests of a party.

14.9. **Database** means a repository, such as a project, where a discrete collection of Customer Data is stored within the Service.

14.10. **Disclosing Party** means the party that discloses Proprietary Information to the other party.

14.11. **DPA** means Everlaw's Data Processing Addendum, available at https://www.everlaw.com/legal/customer-data-processing-addendum/, as updated from time to time.

14.12. **Document** means the documents and data uploaded, stored, or submitted by any means for use in the Service by or on behalf of Customer or Reseller.

14.13. **Documentation** means the Everlaw documentation made available by Everlaw to its customers for use with the Service at https://support.everlaw.com/hc/en-us or within the Service, as updated from time to time.

14.14. **Everlaw AI** means any artificial intelligence capability or functionality made available by Everlaw, including without limitation any capability or functionality labeled or otherwise identified by Everlaw as AI-powered.

14.15. **Feedback** means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by Customer and Authorized Users.

14.16. **HIPAA** means the U.S. Health Insurance Portability and Accountability Act of 1996.

14.17. **Input** means any text, information, or other content Customer provides or makes available to Everlaw AI for processing.

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 similar rights (registered or unregistered).

14.19. **Native Data** means the Documents within the Customer Data the Customer or an Authorized User uploads via the native uploader functionality or created and processed by the Service.

14.20. **Order Form** means the document incorporated into these Terms and stating Customer's Subscription.

14.21. **Output** means any text, information, or other content that Everlaw AI generates based on Input and returns to Customer and Authorized Users.

14.22. **Platform Administrator** means the entity designated in the Order Form as "Platform Administrator" for Customer's or Reseller's Subscription, unless later superseded by any Administrator(s) designated in the Service.

14.23. **Platform Usage** means Storage Usage, plus any other non-storage based usage of the Service.

14.24. **Privacy Notice** means Everlaw's Privacy Notice, available at https://www.everlaw.com/legal/privacy-notice/, as updated from time to time.

14.25. **Processed Data** means the Documents within the Customer Data Customer or an Authorized User uploads via the processed uploader functionality or created by the Service, including Documents produced using the production functionality in the Service.

14.26. **Professional Services** means any implementation, configuration, integration, training, or other consulting services provided to Customer or Authorized Users in connection with Customer's Subscription to the Service and subject to Everlaw's Professional Services Addendum and the applicable statement of work.

14.27. **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 Customer Data, the names and labels of Databases; and (B) with respect to Everlaw, the pricing offered to Customer by Everlaw.

14.28. **Recipient** means the party that receives Proprietary Information from the other party.

14.29. **Renewal Term** means, unless otherwise agreed to in an Order Form, a term length of the same duration as the initial Subscription Term. Notwithstanding the foregoing, if the Order Form "Term Length" is month-to-month, each Renewal Term will be one calendar month.

14.30. **Reseller** means an authorized Everlaw reseller that has signed an agreement with Everlaw to resell the Everlaw Service.

14.31. **Service** means all of the Everlaw products available through the Everlaw platform (excluding Third-Party Products).

14.32. **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.

14.33. **Service Specific Terms** means the 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/, as updated from time to time.

14.34. **Start Date** means the earlier of (A) the date Customer first accepts these Terms, including by signing an Order Form that references them, or (B) the date Customer or any Authorized User first accesses the Service.

14.35. **Storage Usage** means the number of bytes of data Customer stores on the Service, as may be further described on the Order Form.

14.36. **Subscription** means access to and usage of the Service subject to these Terms and referenced on the applicable Order Form.

14.37. **Subscription Term** means the period between the dates indicated as the "Subscription Start Date" and the "Subscription End Date" as specified in the applicable Order Form, or in a month-to-month contract, a calendar month, including any Renewal Terms, where applicable.

14.38. **Terms of Use** refers to the Everlaw Terms of Use available at https://www.everlaw.com/legal/global-terms-of-use/, as updated from time to time.

14.39. **Third-Party Product** means any application, platform, software, service, AI model or tool, data source, or other product that is provided by a party other than Everlaw (including any application developed by or for Customer) and that Customer or its Authorized Users elect to access, enable or connect for use with the Service, whether through a connector, integration, plug-in, API, or protocol service (such as an MCP server) made available by Everlaw.

14.40. **Trademark Policy** refers to the Everlaw Trademark Policy available at https://www.everlaw.com/legal/trademark-policy/, as updated from time to time.

14.41. **TSS** means the Everlaw technical support services associated with the Service under the Technical Support Services Guidelines, as updated from time to time.