

Professional Services Addendum

Last Updated: June 4, 2026

This Professional Services Addendum (“PSA”) is incorporated into the Everlaw Agreement (the “Agreement”) and applies only to the extent that Everlaw provides Professional Services (defined below) to Customer (or Reseller, as applicable). Capitalized terms used but not defined in this PSA will have the meanings given to them in the Agreement or applicable SOW (defined below). All references to Customer in this PSA also means Reseller (as applicable).

1. **PROFESSIONAL SERVICES.** Everlaw may provide consulting, training, or other services as described under “Included Services” in the “Professional Services” article in the Documentation available at <https://support.everlaw.com/hc/en-us/articles/4428367197851-Everlaw-Professional-Services> (as may be updated from time to time, the “Included Services”) and/or in accordance with a Statement of Work (“SOW”) entered under this PSA, for which a fee is payable, as described in the SOW (in either case, the “Professional Services”). An SOW is not required for the delivery of “Included Services”. Customer acknowledges that Everlaw may use artificial intelligence to optimize its provisioning of the Professional Services, including optimizing uploads of data provided by Customer.
2. **TERM.** Everlaw is not obligated to provide Professional Services to Customer after the expiration or termination of the Agreement.
3. **TERMINATION.** This PSA remains in effect for the duration of the Agreement. If an SOW is executed, it begins on the Start Date and expires upon completion of the described Professional Services. Customer may terminate an SOW by providing 30 days' written notice; however, such termination does not entitle Customer to a refund for any prepaid, unrendered services.
4. **FEES.**
 - 4.1. **Payment.** If an SOW is executed, Customer will pay the fees specified in the SOW in accordance with its payment terms.

“Included Services” are included in Customer’s fees under the applicable Agreement.

4.2. **Taxes.** Customer is solely responsible for payment of any taxes resulting from Everlaw’s provision of the Professional Services. 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 PSA and applicable SOW.

4.3. **Expenses.** With the exception of expenses associated with the return shipping of physical media Customer sends to Everlaw, Customer will be invoiced for any expenses associated with providing the Professional Services as stated in the applicable SOW.

5. **ASSUMPTIONS.**

5.1. **Professional Services Manager.** Customer will appoint a single point of contact who will be responsible for its personnel involved and have the authority to make decisions on its behalf regarding the Professional Services (“**Professional Services Manager**”).

5.2. **Access.** The Professional Services Manager will provide Everlaw’s personnel access to Customer’s personnel and any third party services utilized by Customer necessary to fulfill the requirements of the Professional Services. Customer is responsible for: (A) obtaining necessary permissions from any of its third party services that Everlaw must access; and (B) obtaining any consents and providing any notices required to permit Everlaw to access, store, and/or process data provided by Customer.

5.3. **Customer’s Pre-Professional Services Obligations.** Customer must complete any pre-Professional Services requirements specified in any Everlaw Data Operations Professional Services documentation, the applicable SOW, or the “Professional Services” article in the Documentation before Everlaw initiates the Professional Services. If Customer fails to complete such requirements and such failure causes Everlaw to incur additional cost, then Everlaw reserves the right to charge Customer for all additional reasonable costs resulting from such failure.

5.4. **Customer’s Obligations.** Customer is responsible for the lawfulness of all data provided for Professional Services. Customer acknowledges that its failure to provide access to its personnel,

cooperate with Everlaw as reasonably requested in the performance of Professional Services, or to perform its obligations specified in any Everlaw Data Operations Professional Services documentation, under an SOW, or in accordance with the “Professional Services” article in the Documentation in a timely manner may result in delays in the completion of the Professional Services or prevent Everlaw from completing the Professional Services. Everlaw is not responsible for inability to perform Professional Services as a result of such conduct and reserves the right to charge Customer for all additional reasonable costs incurred.

5.5. **Professional Services Limitations.** Everlaw will not be responsible for any limitations in the Customer’s data that cannot be mapped to the Everlaw Service, and, accordingly, are not included in any deliverable. Everlaw is not responsible for inability to perform Professional Services if Customer does not: (A) cooperate as reasonably requested; or (B) conform to any documentation that Everlaw provides to Customer in order to facilitate the Professional Services.

5.6. **Modifications.** Everlaw may make written modifications to Professional Services to the extent reasonably necessary to support the successful performance and delivery of such services.

6. **PARTNER SERVICES.** If Customer orders Professional Services from one of Everlaw’s partners, Customer will enter into separate terms with such partner that govern the engagement. Everlaw will not be liable to Customer for any of the partner’s obligations.
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 under this PSA and has not engaged Everlaw or any Everlaw employee as legal counsel.
8. **LICENSE GRANT.** Subject to the terms and conditions of this PSA, Everlaw grants Customer a worldwide, limited, non-exclusive, non-transferable, royalty free license to use, install, display, perform, reproduce a reasonable number of copies of, and distribute internally any deliverables we provide in the course of performing Professional Services under this PSA, solely for Customer’s own internal business operations and solely in connection with Customer’s authorized use of the Service.

9. **OWNERSHIP AND RETENTION OF RIGHTS.** Except for the license granted under Section 8 (License Grant) of this PSA, Everlaw retains ownership of and the right to use and apply in the performance of Professional Services for third parties, the templates, generalized knowledge, experience, skills, methods, techniques, and know-how of its personnel used in the performance of the Professional Services and the preparation of any deliverables provided thereunder, as well as all rights in any materials or other deliverables we provide to Customer under this PSA; except that, any of Customer's Proprietary Information or pre-existing materials that are included in any Professional Services or deliverables provided thereunder will remain Customer's sole property.
10. **REPRESENTATION AND WARRANTIES.** Everlaw represents and warrants that the Professional Services will be of professional quality and performed consistently with generally accepted industry standards.
11. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY STATED IN THIS PSA, EVERLAW PROVIDES THE PROFESSIONAL SERVICES TO CUSTOMER ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING, OR BY COURSE OF PERFORMANCE. EVERLAW DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. EVERLAW DOES NOT COMMIT TO FIXING ALL ERRORS.
12. **REMEDIES.** Everlaw's entire liability and Customer's sole remedy for Everlaw's failure to provide Professional Services that conform with the terms of the applicable SOW and this PSA will be for Everlaw to at its option: (A) use commercially reasonable efforts to re-provide the Professional Services; (B) terminate the performance of the nonconforming Professional Services; or (C) terminate the applicable SOW and refund any applicable Fees received for the nonconforming Professional Services.
13. **LIMITATION OF LIABILITY.**
 - 13.1. **EXCLUSION OF DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PSA, IN NO EVENT WILL EVERLAW BE LIABLE TO CUSTOMER 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 WITH RESPECT TO ANY OR ALL PROFESSIONAL SERVICES PROVIDED FOR UNDER THIS PSA.

13.2. **LIABILITY LIMITS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PSA, EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY OR ALL PROFESSIONAL SERVICES PROVIDED UNDER THIS PSA WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO EVERLAW FOR PROFESSIONAL SERVICES.

14. **ORDER OF AGREEMENT.** If there is a conflict between the terms of this PSA, the terms of the Agreement, or a SOW, the precedence will be resolved in the following order: (A) the terms of this PSA; (B) the terms of the applicable SOW; and (C) the terms of the Agreement.