

Professional Services Addendum

Last Updated: January 24, 2022 | [Download PDF](#)

The following Professional Services Addendum (the “PSA”) relates to the applicable Everlaw Agreement (the “Agreement”) and the provision of Professional Services (defined below) to Customers. 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 will provide consulting, training, or other services in accordance with the Statement of Work (“SOW”) entered under this PSA or other services described in the “Professional Services” article in the Documentation (in either case, the “Professional Services”). An SOW will not be required for certain Professional Services as described in the “Professional Services” article in the documentation.
2. **TERM.** Everlaw will have no obligation to provide any Professional Services to Customer after the expiration or termination of the Agreement.
3. **TERMINATION.** If no SOW is entered into, this PSA will continue in effect during the term of the Agreement. If a SOW is entered into, the SOW will commence on the Start Date, and will expire upon completion of the Professional Services as described in the applicable SOW. Customer may terminate the applicable SOW under this PSA 30 days after Customer provides Everlaw with written notice. In the event Customer terminates the SOW, Customer will not be entitled to a refund for any fees paid for Professional Services not yet received.
4. **FEES.**
 - 4.1. **Payment.** If an SOW is entered into between Everlaw and Customer, as consideration for the Professional Services to be provided by Everlaw, Customer will pay Everlaw the Fee in accordance with the terms in the applicable SOW. Professional Services provided in accordance with the “Professional Services” article in the Documentation are included in Customer’s fees under the applicable Agreement (the “Included Services”).
 - 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 the applicable SOW or “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 acknowledges that its failure to provide access to its personnel or to perform its obligations 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 reserves the right to charge Customer for all additional reasonable costs resulting from such failure.

6. **PARTNER SERVICES.** If Customer orders Professional Services from one of Everlaw’s partners: (A) Customer will enter into separate terms with such partner that govern the engagement of the Professional Services; and (B) Everlaw will not be liable to Customer for any of the partner’s obligations under such separate terms.

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, NON-INFRINGEMENT, 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; or (B) 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. **MISCELLANEOUS.**

14.1. **Language.** All Professional Services provided by Everlaw under this PSA will be provided in English.

14.2. **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.

