

Everlaw Developer Terms of Service

Last Updated: May 11, 2026

These Developer Terms of Service (these “**Terms**”) govern your access to and use of the application programming interfaces, software developer kits, Model Context Protocol (MCP) servers and related connectors documentation, and related materials (collectively, the “**Everlaw APIs**”) provided by Everlaw, Inc. (“**Everlaw**”). By accessing or using the Everlaw APIs, you agree to these Terms. If you are using the Everlaw APIs on behalf of an entity, you represent that you have the authority to bind that entity.

1. **API License and Restrictions.**

- 1.1. **License Grant.** Subject to your compliance with these Terms, Everlaw grants you a limited, worldwide, non-exclusive, non-transferable, revocable license to access and use the Everlaw APIs solely to develop, test, and run your application (“**Developer App**”) to integrate with the Everlaw service for the benefit of Mutual Customers. For purposes of these Terms, a “**Mutual Customer**” is an entity that has an active, valid agreement with Everlaw for the use of the Everlaw service and an active, valid agreement with you for the use of the Developer App.
- 1.2. **Access.** You will only access (or attempt to access) the Everlaw APIs by the means described in the documentation. If Everlaw assigns you developer credentials, you must use them with the applicable Everlaw API.
- 1.3. **Restrictions.** You will not, and will not permit others to: (A) sell, rent, lease, sublicense, or redistribute the Everlaw APIs or any part of the Everlaw service; (B) use the Everlaw APIs to design, develop, test, market, distribute or create, whether directly or indirectly, any product or service that competes with Everlaw; (C) reverse engineer or extract the source code from any Everlaw API or Everlaw service; (D) exceed or circumvent rate limits, or otherwise use the Everlaw APIs in a manner that degrades the performance of the Everlaw

service; (E) use the Everlaw APIs in any manner that violates any applicable law, third party right or introduces viruses, malicious code, or security vulnerabilities; (F) monitor the availability, performance, or functionality of the Everlaw APIs or the Everlaw service, or for any similar performance testing, benchmarking, or competitive purposes; (G) scrape, build databases, or otherwise create copies of any data accessed or obtained using the Everlaw APIs; (H) request, use, or make available any data obtained using the Everlaw APIs outside any permissions expressly granted by Mutual Customers in connection with using the Developer App; (I) misrepresent or mask your identity when using the Everlaw API; or (J) use the Everlaw APIs in violation of the Everlaw Terms of Use available at <https://www.everlaw.com/legal/global-terms-of-use>.

- 1.4. **Artificial Intelligence and Machine Learning Limitations.** You may not use any Mutual Customer's data accessed or created using the Everlaw APIs ("**Customer Data**") to train, develop, evaluate, test, improve, or modify artificial intelligence or machine learning models (including language models) ("**AI Training**"), nor allow such data to be used for those purposes. Notwithstanding the foregoing, if you obtain explicit written consent from a Mutual Customer to use their Customer Data for AI Training, you may use such Customer Data solely to train models that are used exclusively to provide the Developer App's functionality to that specific Mutual Customer and for no other purpose. Upon Everlaw's request, you will provide written documentation evidencing such explicit, informed consent from the Mutual Customer.
- 1.5. **Rate Limits.** From time to time, Everlaw may place and enforce limits on access to the Everlaw APIs (e.g., limits on numbers of calls or requests, or on points that reflect the work performed in response to an API request) at our sole discretion. Further, Everlaw may monitor your usage of the Everlaw APIs and limit the number of calls or requests you may make if Everlaw believes that your usage is in breach of these Terms or may negatively affect the Everlaw service.
- 1.6. **No Support; No SLAs.** Everlaw has no obligation to provide any maintenance, technical support, or other assistance for the Everlaw APIs. Everlaw does not guarantee any uptime or availability for the Everlaw APIs, and they are excluded from any service level agreements applicable to the Everlaw service.

- 1.7. **Evolution of APIs.** Everlaw may modify, update, or discontinue any Everlaw API at any time and for any reason. These changes may require you to update your Developer App at your own expense to maintain compatibility. Everlaw is not liable for any damages or losses resulting from such changes or the deprecation of any API features.
- 1.8. **Order of Precedence.** In the event of any conflict between these Terms and a separate, signed written agreement between you and Everlaw specifically governing your access to or use of the Everlaw APIs (an “**Integration Agreement**”), the terms of the Integration Agreement will govern and control, solely to the extent of such conflict or inconsistency.

2. **Customer Data; Privacy and Security**

- 2.1. **Access to Customer Data.** Your Developer App may access Customer Data only with the explicit, informed, and prior consent of the Mutual Customer (e.g., via OAuth authentication).
- 2.2. **Collection and Use.** You must obtain all necessary rights, permissions, and consents from Mutual Customer end users for your access, collection, storage, transmission, use, disclosure, sharing, and other processing of such Mutual Customer’s Customer Data, and will ensure that all such processing complies with your customer agreement with such Mutual Customer, end user privacy notice, and all applicable laws. You may not sell any Customer Data. Everlaw shall not be liable for, or have any responsibility in connection with, Customer Data processed by you.
- 2.3. **Data Protection.** You will maintain industry-standard administrative, physical, and technical safeguards to protect Customer Data. You will not process, store, or use Customer Data for any purpose other than providing the Developer App’s functionality to the mutual customer.
- 2.4. **Credential Handling.** Developer will maintain strict security measures for all Everlaw-issued credentials, including access tokens, refresh tokens, and API keys. Specifically, Developer shall (A) ensure all credentials are encrypted both at rest and in transit using industry-standard protocols, (B) transmit tokens only via standard authorization headers; tokens must never be passed as part of a URL or query parameter, and (C) implement technical

controls to prevent credentials from being captured in application logs, debugging consoles, or third-party monitoring tools.

- 2.5. **Data Deletion.** Developer will promptly and securely delete Customer Data associated with a Mutual Customer when requested by such Mutual Customer, or when the Developer App no longer requires access to such Customer Data to provide Developer App functionality to the Mutual Customer.
- 2.6. **Security Incidents.** Upon discovery or notice of any security incident, unless prohibited by applicable laws, you will promptly notify Everlaw by emailing security@everlaw.com. Without limiting your other obligations, in the event of a security incident, you will be solely responsible, at your own expense, for investigation, remediation and your own notifications to affected end users and regulatory authorities in accordance with applicable laws and industry standards. However, you must obtain Everlaw's prior written approval for any breach notifications to end users that identify or describe Everlaw. In the event of a material security incident, if requested by Everlaw, you will engage a mutually agreed-upon third-party security assessor to assist with the performance of your obligations in this Section, and you will reimburse all reasonable costs incurred if the security incident resulted from your gross negligence, willful misconduct, or a material breach of the security obligations set forth in Section 2.3.
- 2.7. **Audit.** At Everlaw's written request (but no more than once per calendar year), you will provide copies of your most recent SOC 2 Type II, ISO 27001, or equivalent third-party security certifications. Everlaw (or a mutually agreed-upon independent third-party auditor) shall have the right to conduct a more comprehensive audit of your systems, policies, and records relevant to these Terms only if: (A) you fail to provide the aforementioned certifications; (B) Everlaw has a reasonable, good-faith belief that you are in material breach of the security or data usage obligations of these Terms; or (C) a material security incident has occurred. Such an audit shall be conducted during normal business hours and in a manner that minimizes disruption. If an audit reveals a material breach of these Terms, you will reimburse Everlaw for the reasonable costs of the audit.

3. Intellectual Property.

- 3.1. **Ownership.** Everlaw retains all rights, title, and interest in the Everlaw APIs, the Everlaw service, and the Everlaw brand. You retain all rights, title, and interest in your Developer App, excluding any Everlaw APIs or Customer Data integrated therein.
- 3.2. **Trademarks.** Subject to these Terms, Everlaw grants you a limited, revocable, non-exclusive license to use Everlaw's name and logos (the "Marks") solely to identify the Developer App's integration with the Everlaw service. All such use must strictly comply with the then-current Everlaw Trademark Policy (available at <https://everlaw.com/legal/trademark-policy>), which is incorporated herein by reference. You will not use the Marks in any manner that implies endorsement or affiliation, alter the Marks, or attempt to register any confusingly similar trademarks or domain names. You acknowledge Everlaw's exclusive ownership of the Marks, agree that all goodwill generated inures to Everlaw, and must include proper attribution as specified in the Trademark Policy. Everlaw reserves the right to terminate this license or require immediate modification of any usage at its sole discretion.
- 3.3. **Feedback.** Providing feedback, comments or suggestions about the Everlaw APIs or Everlaw service ("Feedback") to Everlaw is wholly voluntary. Everlaw may freely use Feedback for any purpose. Everlaw will not identify you as the source of Feedback without your consent.
4. **Agentic Actions and AI Features.** If your Developer App employs artificial intelligence, machine learning, or autonomous agents to take actions within the Everlaw service on behalf of a user ("Agentic Features"):
 - 4.1. **Disclosure to End Users.** Before enabling any Agentic Features, you must clearly disclose to end users that actions may be taken autonomously on their behalf, the scope of those actions, and how to disable or override them, and provide documentation regarding the security risks and consequences associated with specific configuration options.
 - 4.2. **Logging and Human Distinguishability.** Your Developer App must maintain commercially reasonable, timestamped logs aligned with current technical capabilities. Where technically feasible, these logs should distinguish whether each action taken within the Everlaw service was initiated by a human user or an autonomous agent. Developer commits to evolving these capabilities toward

more robust attribution and retention over time. The parties acknowledge that certain logging requirements may be met via Everlaw platform audit trails. Developer must make their logs available to the applicable Mutual Customer upon request and retain them for a commercially reasonable period.

- 4.3. **Guardrails for Irreversible Actions.** Your Developer App must implement and support concrete controls to mitigate risks of Agentic Features, such as: (A) admin-level opt-ins for high-impact or autonomous capabilities; (B) support for Human-in-the-Loop (HITL) approval workflows; and (C) technical requirements to require human confirmation before an autonomous agent executes any action that is irreversible or difficult to reverse, including but not limited to permanent deletion of data, bulk modification of records, or transmission of data outside the Everlaw service.
- 4.4. **Shared Responsibility.** As between you and Everlaw, Developer is responsible for providing safe default settings and technical guardrails for Agentic Features. The Mutual Customer is responsible for how those features are configured and used (e.g., permissions and approval gates) within their environment. Developer will not be held accountable for outcomes driven primarily by Mutual Customer configuration choices that override recommended security defaults.
5. **Confidentiality.** You may be given access to Everlaw non-public information, including but not limited to pre-release API documentation, security credentials (API keys), and performance data ("**Confidential Information**"). You will keep such Confidential Information strictly confidential and use it only as necessary to exercise your rights under these Terms. You will not disclose Confidential Information to any third party or embed Confidential Information in open source projects, without Everlaw's prior written consent.
6. **Termination.**

 - 6.1. **For Convenience.** You may terminate these Terms by discontinuing use of the Everlaw APIs. Everlaw may terminate these Terms with or without cause, and without notice to you.
 - 6.2. **For Cause.** Everlaw may terminate this Agreement effectively immediately upon notice for breaches involving security, data privacy, or intellectual property. For any other material breach,

Everlaw will provide 30 days' written notice and an opportunity to cure; if the breach remains uncured at the end of such period, Everlaw may terminate access.

- 6.3. **Effect of Termination.** Upon termination, you must cease all use of the Everlaw APIs and, within 30 days, delete all cached Customer Data obtained via the APIs, excluding data residing on standard archival backup systems.

7. Indemnification.

- 7.1. **Developer Indemnification.** You will indemnify, defend, and hold harmless Everlaw, its affiliates, and their respective officers, directors, and employees ("**Everlaw Indemnitees**") from and against any third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or in connection with:

- 7.1.1. your Developer App, including its design, development, operation, or content;
- 7.1.2. your breach of these Terms or your customer agreement;
- 7.1.3. your violation of any applicable law or regulation; or
- 7.1.4. your violation of any third-party rights, including intellectual property, privacy, or data protection rights.

- 7.2. **Everlaw Indemnification.** Everlaw will indemnify, defend, and hold harmless you and your affiliates, and their respective officers, directors, and employees ("**Developer Indemnitees**") from and against any Losses arising out of any third-party claim alleging that the Everlaw APIs, as provided by Everlaw and used by you in accordance with these Terms, infringe or misappropriate any third-party intellectual property right.

- 7.3. **Everlaw Indemnification Exclusions.** Everlaw has no indemnification obligation under Section 7.2 to the extent the claim arises from:

- 7.3.1. your modification of the Everlaw APIs;
- 7.3.2. your combination of the Everlaw APIs with products, services, or data not provided or approved by Everlaw, where the claim would not have arisen but for such combination;

- 7.3.3. your use of the Everlaw APIs in violation of these Terms or in a manner not consistent with Everlaw's documentation; or
- 7.3.4. your continued use of a version of the Everlaw APIs after Everlaw has provided you with a non-infringing alternative.

7.4. **Indemnification Procedure.** The party seeking indemnification (“**Indemnified Party**”) will: (A) promptly notify the indemnifying party (“**Indemnifying Party**”) in writing of any claim for which it seeks indemnification, provided that failure to provide timely notice will only reduce the Indemnifying Party’s obligations to the extent it is materially prejudiced by the delay; (B) grant the Indemnifying Party sole control over the defense and settlement of the claim, provided that the Indemnifying Party may not settle any claim in a manner that imposes liability, obligation, or restriction on the Indemnified Party without the Indemnified Party’s prior written consent; and (C) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party’s expense.

8. **Limitation of Liability**

- 8.1. **Disclaimer.** THE EVERLAW SERVICES AND EVERLAW APIs ARE PROVIDED “AS IS”, AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. EVERLAW DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 8.2. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL EVERLAW, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, RESELLERS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSS INCURRED BY YOU IN CONNECTION WITH THESE TERMS, YOUR USE OF THE EVERLAW APIs, OR YOUR DEVELOPER APP, REGARDLESS OF WHETHER EVERLAW HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.
- 8.3. **AGGREGATE LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, EVERLAW’S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE

OF THE EVERLAW APIs, OR YOUR DEVELOPER APP SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (\$1000.00). ANY CLAIM BY YOU ARISING OUT OF OR RELATING TO THESE TERMS, USE OF THE EVERLAW APIs, OR YOUR DEVELOPER APP MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM.

- 8.4. **Exclusions.** Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for certain types of damages, which means that some of the above limitations may not apply to you. In these jurisdictions, Everlaw's liability will be limited to the greatest extent permitted by law.
9. **Modifications.** Everlaw may modify these Terms at any time, with or without prior notice to you. Your continued use of the Everlaw APIs following the release of a subsequent version of these Terms will be deemed your acceptance of any modifications to these Terms.
10. **Governing Law; Dispute Resolution**
 - 10.1. **Governing Law.** These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles.
 - 10.2. **Informal Resolution.** Before initiating any formal proceeding, you must submit any dispute arising out of or relating to these Terms or your use of the Everlaw APIs ("**Dispute**") to legal@everlaw.com and attempt to resolve it through good-faith discussion. Everlaw will negotiate with you in good faith to resolve the Dispute without formal proceedings.
 - 10.3. **Arbitration.** If a Dispute cannot be resolved through informal negotiation within 30 business days of Everlaw's first response to your written submission under Section 10.2, either party may submit the Dispute to binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The arbitration will be held in Oakland, California, or another location the parties agree to in writing. The prevailing party will be entitled to recover its reasonable costs and attorneys' fees. Neither party may disclose the existence, content, or results of any arbitration without the other party's prior written consent, except as required by law or to enforce an award.
 - 10.4. **Exception to Arbitration.** Either party may seek injunctive or other equitable relief in the federal or state courts of Alameda County,

California, without first engaging in informal resolution or arbitration under Sections 10.2 or 10.3, solely to prevent unauthorized use or abuse of the Everlaw APIs or infringement of intellectual property rights. Each party irrevocably submits to the exclusive venue and jurisdiction of those courts for such purposes.

- 10.5. **Class Action Waiver.** You may only bring Disputes against Everlaw in your individual capacity or on behalf of the entity you work for. You waive any right to bring or participate in a class action, class arbitration, consolidated action, or representative proceeding of any kind.