

Customer Terms of Service

Last Updated: October 1, 2025

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. Customer and Authorized Users may use the Service solely for Customer’s own internal business purposes.
- 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.** Customer may engage Everlaw to provide certain Professional Services. Any Professional Services Everlaw performs are governed by Everlaw’s Professional Services Addendum and the applicable statement of work.
- 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 Customer and the Platform Administrator. From time to time, Everlaw may offer certain features or functionality at no additional cost to enhance the user experience. Everlaw reserves the right to modify, limit, or discontinue access to any such features and functionality at any time, or to condition continued access on payment of applicable fees, with notice provided where practicable.

- 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 Customer or 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 Platform Usage.
- 1.6. **Service Specific Terms.** Certain services contained within or mentioned in the Service may be subject to additional terms, including third party terms and conditions, that are specific to the particular services and are set forth in the Service Specific Terms. By accessing or using services covered by any Service Specific Terms, you agree to the applicable Service Specific Terms. If there is a conflict between this Agreement and the Service Specific Terms, the Service Specific Terms will control with respect to the applicable services.
- 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.
- 1.8. **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. We also may offer a thank you gift to individuals or organizations who take an initial sales meeting with Everlaw in accordance with our Referral Program Terms and Conditions.

2. MANAGING AUTHORIZED USERS.

- 2.1. **Administrator Access.** Customer or the applicable Reseller may designate Authorized User(s) to have Administrator Access on a

Customer's or Reseller's account, including distinct tiers of Administrative Access (e.g., Database, Project). Administrators may be able to (A) access, disclose, restrict access to, or remove Case Materials, (B) opt-in to use certain Everlaw AI Assistant features, free trial features, or beta features, (C) provision, monitor, or restrict access to the Service by Authorized Users.

- 2.2. **Management and Permissions.** Customer, or the applicable Reseller, is responsible for managing the Authorized Users on the Service and for all actions by Authorized Users on its account. 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.
- 2.3. **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 Customer and its Platform Administrator. 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. **Prohibited Uses.** Customer, or the applicable Reseller, will ensure that it and its Authorized Users will not: (A) resell or sublicense the Service (except that, if Customer is a 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; (D) put Everlaw in breach of any applicable law; or (E) violate or circumvent any Service limits or otherwise configure the Service to avoid Service limits or fees.

- 3.2. **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.
- 3.3. **Exceptions.** Customer may store ITAR, EAR or criminal justice data on the Service if there is a mutually signed Order Form that specifically states Customer will store 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. Customer is responsible for requesting a Business Associate Agreement. As between Everlaw and Customer, Customer is responsible for using the relevant version of the Service (in some cases, the FedRAMP-authorized version) to comply with the ITAR, EAR, HIPAA, and other applicable regulations.
- 3.4. **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 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. **Payment.** 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. Unless otherwise set forth on an Order Form, 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 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.** 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.
- 4.6. **Case Deletion.** Any Documents that remain on the Service during any portion of a calendar month will be included in Customer's Platform Usage totals, regardless of when such Documents are removed from the Service or related Projects are deleted.

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 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 (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, advisors, or, if the Customer is a law firm or Reseller, such Customer's end client, 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.** Everlaw will not use Input or Output to train or finetune a generative AI model for general use through the Service. Case Materials include Input and Output, and Customer retains all Intellectual Property Rights in and to any Input or Output, except for the limited license stated in Section 5 above. Customer is responsible for Customer's use of Everlaw AI Assistant, 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) 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 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 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 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 Term.
- 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 Customer'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. **Active Data** means Documents available for full review, search, analysis, and production by Authorized Users in the Service. Active Data excludes data not available for active review, such as ECA Data, Suspended Data, and Staging Drive Data.
- 14.3. **Administrator** means any Authorized User with Administrative Access.
- 14.4. **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.
- 14.5. **Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- 14.6. **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.
- 14.7. **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).

- 14.8. **Claim** means, collectively, any third-party claims, demands, and actions.
- 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>.
- 14.16. **ECA Data** means Documents that are placed exclusively into an early case assessment Project with limited feature functionality.
- 14.17. **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.
- 14.18. **Feedback** means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by Customer and Authorized Users.
- 14.19. **HIPAA** means the U.S. Health Insurance Portability and Accountability Act of 1996.
- 14.20. **Input** means any text, information, or other content Customer provides or makes available to Everlaw AI Assistant for processing.

- 14.21. **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).
- 14.22. **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.
- 14.23. **Order Form** means the document incorporated into these Terms and stating Customer's Subscription.
- 14.24. **Output** means any text, information, or other content that Everlaw AI Assistant generates based on Input and returns to Customer and Authorized Users.
- 14.25. **Platform Administrator** means the entity and/or individual designated in the Order Form as "Platform Administrator" for Customer's or Reseller's Subscription, and/or the Administrator(s) designated in the Service.
- 14.26. **Platform Usage** means Storage Usage, plus any other non-storage based usage of the Service.
- 14.27. **Privacy Notice** means Everlaw's Privacy Notice, available at <https://www.everlaw.com/legal/privacy-notice/>.
- 14.28. **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, including Documents produced using the production functionality in the Service.
- 14.29. **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 Services and subject to Everlaw's Professional Services Addendum and the applicable statement of work.
- 14.30. **Projects** mean the repositories created within a Database where Customer and Authorized Users, or applicable Reseller, utilize the Service.
- 14.31. **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.

- 14.32. **Recipient** means the party that receives Proprietary Information from the other party.
- 14.33. **Renewal Term** means, unless otherwise agreed to in an Order Form, a term length of the same duration as the initial Subscription Term or the immediately preceding Renewal Term, as applicable. Notwithstanding the foregoing, if the Order Form "Term Length" is month-to-month then, the subsequent calendar month(s).
- 14.34. **Reseller** means an authorized Everlaw reseller that has signed an agreement with Everlaw to resell the Everlaw Service.
- 14.35. **Service** means the applicable Everlaw hosted eDiscovery and document review and management platform procured in the Order Form, as described in the Documentation.
- 14.36. **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.
- 14.37. **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/>.
- 14.38. **Staging Drive Data** means Documents that are placed into a staging area within the Service where Customer can upload, delete, filter, and promote data but cannot review Documents.
- 14.39. **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.
- 14.40. **Subscription** means access to and usage of the Service subject to these Terms and referenced on the applicable Order Form.
- 14.41. **Subscription Fee** means any fees and payment terms specified in Customer's Order Form covering Customer's Subscription.
- 14.42. **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.

- 14.43. **Suspended Data** means Documents associated with a Project or Database that have been placed into “suspended mode” by the Customer.
- 14.44. **Terms of Use** refers to the then-current Everlaw Terms of Use available at <https://everlaw.com/legal/global-terms-of-use>.
- 14.45. **Trademark Policy** refers to the then-current Everlaw Trademark Policy available at <https://everlaw.com/legal/trademark-policy>.
- 14.46. **TSS** means the then-current Everlaw technical support services associated with the Service under the Technical Support Services Guidelines.
- 14.47. **Technical Support Services 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>.
- 14.48. **Unpaid Subscription** means access to and use of the Service, or components of the Service, without payment for the term set forth in the Order Form.

Terms of Use

Last Updated: October 1, 2025

Welcome

Thanks for using Everlaw! Our mission is to promote justice by illuminating the truth, and we do this by providing cloud-based eDiscovery and document review and management software. These Terms of Use cover your access to and use of our sites (such as [Everlaw.com](https://www.everlaw.com)), software, services, blogs, online forums, and community and social media platforms ("Service"). Selecting "I accept Everlaw's Terms of Use and Privacy Notice" when you create your account or accessing or using our Service means that you agree to be bound by these Terms of Use and our Privacy Notice.

First Things First

These Terms of Use Are Legally Binding

These Terms of Use are a legally binding contract between you and Everlaw ("we," "us," "our"). When you access or use the Service, or continue accessing or using the Service after we notify you of a change to the Terms of Use, you confirm that you have read, understand, and agree to these Terms of Use.

How You Got Here, and What It Means

You Are an Authorized User on the Service

An organization or other third party that we refer to in these Terms of Use as "**Customer**" has authorized you to access the Service, or you are authorized to access the Service as a Customer.

What This Means for You and for Us

Customer has agreed to our [Customer Terms of Service](#) or entered into a written agreement (in either case, the “**Customer Agreement**”) with us. The Customer Agreement contains terms that govern the delivery of our Service to the Customer and the users it authorizes, including a mutual understanding that when you submit, upload, or create content in the Service, the Customer owns that content.

We own all intellectual property rights in the Service, including any derivatives, changes, and improvements. Your access or use of the Service does not grant you any intellectual property rights in the Service.

We will happily accept feedback from you about the Service or your experience with the Service. When you provide feedback to us, we may use it however we choose.

The Relationships Among You, Customer, and Us

If your access to the Service has been granted on behalf of a Customer, Customer is solely responsible for:

- Updating you on their policies and practices and any settings that relate to their content;
- Getting and maintaining all the necessary consents from you for you to use the content in the Service;
- Ensuring that the transfer and processing of their content is permitted by all applicable laws; and
- Responding to and resolving any disputes with you relating to their content or the Service.

We offer the Service “as-is” and “as available.” We or the Customer may suspend or terminate your access to the Service at any time.

These Terms of Use don’t create a special relationship between you and us: both parties are independent contractors. You won’t hold yourself out as our agent, and we won’t hold ourselves out as your agent.

A Few Ground Rules

Minimum Age

Our Service is designed for users who are at least 18 years old. If you are not at least 18 years old, you should not access or use the Service. By accessing the Service, you're confirming that you're at least 18 years old.

When You Access or Use the Service, You Must Follow the Rules

DO:

- Use a browser that uses SSL and TLS1.2 or higher (SSL/TLS are encryption protocols, and you can check whether your browser uses them in the browser settings);
- Only access, use, or upload content to the Service that you have or the Customer has the necessary rights to;
- Take reasonable care when inviting other individuals to access the Service and granting permissions;
- Take reasonable care to prevent unauthorized access to or use of the Service;
- Keep user account credentials, passwords, and all other login information safe and confidential;
- Report actual or suspected security incidents or violations of these Terms of Use to our Security team (security@everlaw.com);
- If there are issues, reach out to us at support@everlaw.com and work with us to figure out and resolve those issues;
- Comply with the Everlaw Community Code of Conduct available at <https://www.everlaw.com/legal/everlaw-community-code-of-conduct>; and
- Comply with all applicable terms of the third party services offered within the Service.

DON'T:

- Misuse the Service or encourage anyone else to misuse the Service, including in a manner that bypasses its intended function or billing model;
- Copy, use, or share any information you get from the Service with unauthorized third parties, unless you have Customer's permission;
- Share information that you don't have permission or authority to share (e.g. confidential information);

- Use the Service to engage in or encourage any activity that is illegal, deceptive, harmful, unethical, or violates the rights of others;
- Violate any laws, regulations, or industry standards or guidance (e.g. privacy and data protection laws, intellectual property laws, child protection laws, laws against hate crimes, laws against the incitement of violence or laws against helping terrorist groups);
- Interfere with or otherwise have a negative impact on any aspect of the Service or any other service, device, data, account, or network (e.g. sharing your account, trying to gain unauthorized access to the Service, distributing spam or malware, or attempting to find a workaround to usage limits);
- Reverse engineer or otherwise try to figure out or copy the Service, any of our related technology, or our source code for any reason, including for competitive analysis to build competitive products; and
- Create a false identity or misrepresent an affiliation with any person or organization.

You're Here at the Pleasure of Our Customer and Us

These Terms of Use remain effective until Customer's subscription expires, Customer terminates your access for any reason, or we terminate your access for violating these Terms of Use.

Limitation of Liability

If we believe that there is a violation of the Customer Agreement, Terms of Use, or any of our policies that the Customer can resolve, in most cases, we'll ask our Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there's a credible risk of harm to us, the Service, any other users, any third party, or any violation of applicable law.

We won't pay you damages for any harm that might indirectly result from our Service or from our failure to carry out our obligations under these Terms of Use. **Any direct damages we might owe you will not exceed \$100.**

This limit on our liabilities applies no matter what the circumstances are surrounding the liabilities. If a law applies to this section, our liability will be limited to the maximum extent allowed by that law.

General Information You Also Need to Know

Modifications

We may change these Terms of Use from time to time. Laws, regulations, and industry standards evolve, which make those changes necessary, or we may make changes to our site or Service. We will post the changes to this page and revise the “Last Updated” date at the top of these Terms of Use. If we make major changes to it, we’ll notify you through our Service, or we’ll send an email to the email address you provided us. Any changes won’t be retroactive. We’ll also update the “Last Updated Date” once the changes become effective. Using the Service after the “Last Updated Date” tells us that you accept the changes.

Governing Law

These Terms of Use are governed by California law, without regard to its conflict of laws principles. Please reach out to the Customer or our Customer Success (“CS”) team (support@everlaw.com) if you have a dispute.

If the Customer and CS can’t help you with a dispute, we’ll escalate the dispute internally to try to resolve it. If that doesn’t work, then we’ll follow the dispute resolution process outlined in the Customer Agreement that the Customer entered into with us. **You will only resolve disputes with us on an individual basis and will not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.**

Government Use

Unless you are a public sector Customer that has specially negotiated terms of use that apply to its authorized users, then these Terms of Use apply to you.

Assignment

You cannot transfer or assign any of your rights under these Terms of Use without getting written permission from us in advance. We may assign our rights to any of our affiliates or subsidiaries or to any successor in interest of any business associated with our Service.

Waiver

Just because you or we don’t enforce some part of these Terms of Use at one point doesn’t mean either of us can’t enforce them later. The only way a waiver

under these Terms of Use will be effective is if it's made in writing and signed by you (if you're the one granting the waiver) or by one of our authorized representatives (if we're the ones granting the waiver).

Severability

If any of the provisions in these Terms of Use are found to be unenforceable, the remaining provisions will remain in full effect, and we'll substitute an enforceable provision that reflects our intent as closely as possible.

Notices

If you need to notify us, you'll do it via email to CS (support@everlaw.com). If we need to notify you, we'll do it in the Service or via email to the email address you designated in your account. You'll also be able to manage your settings to control the notifications you get from us or from other users.

Trademark Policy

Last Updated: June 28, 2024

By using the Everlaw trademarks, in whole or in part, you are acknowledging that Everlaw is the sole owner of the trademark and promising that you will not interfere with Everlaw's rights in the trademark, including challenging Everlaw's use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world. The goodwill derived from using any part of an Everlaw trademark exclusively inures to the benefit of and belongs to Everlaw. Except for the limited right to use as expressly permitted under this Trademark Policy, no other rights of any kind are granted under this Trademark Policy, by implication or otherwise. Everlaw may revoke any rights granted to use Everlaw's trademarks at any time and at our sole discretion. Upon notice of such revocation, you will immediately stop such use.

References to Everlaw, Inc.

When Everlaw is used to refer to our company, Everlaw, Inc., rather than as a brand of product or services, then the rules for proper usage change slightly. Unlike trademarks, company names are proper nouns; they can be used in the possessive form and do not need to be followed by a generic term. Neither the TM nor [®] symbol should accompany references to Everlaw as a company.

- What to do: Everlaw is now offering its customers new products.
- What not to do: Everlaw[®] is now offering its customers new products.

Proper Usage of Everlaw Trademarks

- Use Everlaw's trademark only as an adjective followed by the appropriate generic product or service noun describing the relevant product or service, and never in the plural or possessive form.

- What to do: I bought the Everlaw Service.
- What not to do: I bought Everlaw, I bought Everlaw's services.
- Properly designate the status of Everlaw's trademarks by using the correct trademark symbol (® or ™) reflecting Everlaw's ownership of particular marks. Also include an attribution of Everlaw's trademark in the following format: "_____ is a trademark or registered trademark of Everlaw, Inc. in the U.S. and other countries".

Prohibited Usage of Everlaw Trademarks

- Do not remove, distort, or alter any element of Everlaw's trademarks, including modifying an Everlaw trademark (e.g. through hyphenation, combination, or abbreviation).
- Do not shorten, abbreviate, or create acronyms out of Everlaw trademarks.
- Do not use Everlaw's trademarks in any manner that expresses or implies Everlaw has any affiliation, sponsorship, endorsement, certification, or approval of your product, service, or company, unless specifically authorized by Everlaw.
- Do not display an Everlaw trademark in a manner that in Everlaw's sole opinion is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- Do not display Everlaw trademarks on a site or on material that violates any law or regulation.
- Do not use Everlaw's trademarks in false or misleading advertising or marketing materials.
- Do not adopt marks, logos, slogans, or designs that are confusingly similar to Everlaw's trademarks.
- Do not copy or imitate Everlaw's trade dress, including the look and feel of Everlaw's web design properties.
- Do not use or register Everlaw trademarks as or incorporate them in social media account names, profiles, or aliases.
- Do not register Everlaw trademarks as second or third level domain names.
- Do not use Everlaw trademarks in a way that suggests a common, descriptive, or generic meaning.

- Do not use the registration symbol (®) in connection with marks in countries where our marks have not been registered. Trademark rights vary from country to country.

Everlaw Trademarks

- Everlaw's trademarks include the following list. The absence of any Everlaw trademark, product name, service name, or any other name from this list does not waive Everlaw's intellectual property rights.

- Everlaw
- Don't Settle. Win.
- Storybuilder
- Discover, Illuminate, Act
- Everlaw Illuminate
- Everlaw Summit: Illuminate
- Everlaw AI
- Everlaw AI Assistant

-



-



-



Questions or Concerns?

If you have any questions regarding this Trademark Policy or become aware of any usage of Everlaw trademarks in violation of this Trademark Policy, please contact legal@everlaw.com or:

Everlaw, Inc.

Attn: Legal

2101 Webster Street, Ste 1500

Oakland, CA 94612

United States

844-EVERLAW (844-383-7529)

[Home](#) / [Legal](#) / [Everlaw TSS Guidelines](#)

Everlaw TSS Guidelines

Last Updated: October 21, 2022 | [Archived Version](#) | [Download PDF](#)

The following TSS Guidelines relate to the applicable Everlaw Agreement (the “**Agreement**”) and the provision of support to Customer. Capitalized terms used but not defined in these TSS Guidelines will have the meanings given to them in the Agreement. All references to Customer in these TSS Guidelines also mean Reseller (as applicable).

1. DEFINITIONS.

- 1.1. **Request** means a request from Customer or Authorized User to Support Personnel for technical support services to resolve a question or problem report regarding the Service.
- 1.2. **Scheduled Maintenance** means downtime periods scheduled to perform service maintenance, upgrades, and testing of failover capabilities.
- 1.3. **Support** means the technical support services provided by Support Personnel.
- 1.4. **Technical Support Data** means information Customer elects to provide to Everlaw for the purpose of obtaining technical support services described in these TSS Guidelines, including requests for technical support services and the details provided to Everlaw about the specific support issue. Technical Support Data is not considered Case Materials, but it remains subject to confidentiality obligations.
- 1.5. **Support Personnel** means the Everlaw representatives responsible for handling requests submitted to Everlaw by phone, by email to the appropriate Everlaw support email address, and via in-Service message.

2. SUPPORT REQUEST SUBMISSION.

- 2.1. **Customer Efforts to Fix Errors.** Prior to making a Request to Everlaw, Customer or Authorized User will use reasonable efforts to resolve issues, to fix any error, bug, malfunction, or network connectivity defect without escalation to Everlaw. Afterward, Customer or Authorized User may

submit a Request for technical support services by calling 844-EVERLAW (844-383-7529), using in-Service messaging, or emailing support@everlaw.com.

- 2.2. **Procedures for Acknowledgement and Resolution of Requests.** When making a Request, Customer or Authorized User may be requested to provide diagnostic information including but not limited to: (A) describing the question or problem, the configuration, and Customer or Authorized User's network; (B) providing relevant data; and (C) answering questions and assisting Support Personnel as appropriate.
- 2.3. **Request Acknowledgement.** Everlaw may respond to a Request by acknowledging receipt of the Request. Everlaw may be unable to provide answers to, or resolve all, Requests.

3. ACCESSING SUPPORT.

Customer's Authorized Users of the Service may access Support. Customer is responsible for responding to any questions and complaints by Authorized Users or other third parties relating to Customer's or its Authorized Users' use of the Service.

4. SUPPORT LEVELS.

- 4.1. **Generally.** As part of Customer's use of the Service, Everlaw will provide technical support services to Customer, unless such support will be provided by a third party procured by Customer, such as a Reseller. Customer may request additional limited project management services for an additional fee.
- 4.2. **Support Hours.** Everlaw will provide access to Support as outlined at <https://www.everlaw.com/customer-success/>.

5. GENERAL PROVISIONS.

- 5.1. **Scheduled Maintenance.** To ensure optimal performance of the Service, Everlaw performs periodic Scheduled Maintenance. In most cases, Scheduled Maintenance will be scheduled by region and will have limited or no negative impact on the availability and functionality of the Service. Everlaw may perform emergency unscheduled maintenance at any time. If Everlaw expects planned Scheduled Maintenance to negatively affect the availability or functionality of the Service, Everlaw will use commercially reasonable efforts to provide notice of the Scheduled Maintenance. Any notification will be provided via alert on the Service or email.
- 5.2. **Language.** All technical support services provided by Support Personnel under these TSS Guidelines will be provided in English.
- 5.3. **Term of Support.** Everlaw will only provide the support described in these TSS Guidelines during the term of the Agreement and will have no obligation to provide any technical support services to Customer after the expiration or termination of such Agreement.

- 5.4. **Technical Support Data Processing Activities.** Everlaw collects, uses, and processes Support Data in accordance with Customer's instructions for the purpose of providing the requested technical support services and improving and maintaining services.
- 5.5. **LIABILITY LIMITS.** EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY OR ALL TECHNICAL SUPPORT SERVICES PROVIDED FOR UNDER THESE TSS GUIDELINES IS CAPPED AT \$100.

Service Specific Terms

Last Updated: October 1, 2025

The following Service Specific Terms relate to the Everlaw Agreement (the “**Agreement**”) and supplement the Agreement. Capitalized terms used but not defined in these Service Specific Terms will have the meanings given to them in the Agreement.

1. TERMS FOR SPECIFIC EVERLAW FUNCTIONALITY

- 1.1. **Suspended Data.** Suspended Data is not accessible by the Customer during the period of suspension.
- 1.2. **Early Case Assessment (ECA).** Customer can promote ECA Data to Active Data at any time. Case Materials can be transferred from an ECA Project to one or more review Projects anytime at Customer's discretion. If a Document is in both an ECA Project and a review Project simultaneously, it will be billed at the Rate per GB for Active Data only.

2. THIRD PARTY SERVICES.

- 2.1. **General.** If Customer or Authorized User chooses to use any third party services contained within the Service or in combination with the Service, Everlaw will not be responsible for the delivery, quality, or timeliness of such service.
- 2.2. **Disclaimer.** Everlaw's suppliers will have no liability arising out of or relating to the Agreement.

3. GOOGLE CLOUD TRANSLATION.

- 3.1. Customer's use of Google's Cloud Translation product within the Service is subject to the terms and conditions stated at <https://cloud.google.com/translate/attribution#disclaimer>, including that the “[...] SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED,

INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.”

4. EVERLAW AI ASSISTANT.

4.1. In connection with your use of certain Everlaw AI features, you acknowledge and agree to comply with, and to require each of your Authorized Users to comply with the policies below, which may change from time to time.

4.1.1. OpenAI’s Usage Policy, available at <https://openai.com/policies/usage-policies>.

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.

Everlaw Community Code of Conduct

Last Updated: June 28, 2024

At Everlaw, we are committed to creating a welcoming, respectful, and inclusive community for everyone. This Code of Conduct (the “**Code of Conduct**”) outlines our expectations and applies to Everlaw community members interacting at Everlaw Events and across Everlaw blogs, online forums, and social media platforms, including the Everlaw community hosted on Vanilla Forums ULC’s platform and the Service (collectively, the “**Everlaw Community**”). Any terms used in this Code of Conduct and not defined will have the meanings given to them in [Everlaw’s Event Terms and Conditions](#) and [Terms of Use](#).

A Few Ground Rules

When You Attend or Engage in the Everlaw Community, You Must Follow the Below Rules:

DO:

- Be professional, polite, and nonjudgmental. Any discussions in the Everlaw Community should remain constructive and focused on the topic at hand;
- Contribute and share by asking questions and engaging in discourse;
- Comply with the instructions of Everlaw Event staff and Everlaw Community moderators;
- Comply with the terms of any customer agreement that governs your use of the Everlaw Service; and
- Comply with all applicable laws and, in the context of Everlaw Events, all of Everlaw’s Event-specific requirements (including all health and safety requirements).

DON’T:

- Make discriminatory, harassing, abusive, derogatory, or otherwise offensive remarks, including, but not limited to, libelous or defamatory remarks, slurs, discrimination, profanity, or other abusive or vulgar language, and the promotion of negative sentiments against individuals;
- Post spam, including but not limited to: (A) sharing the same content multiple times on the same thread; (B) sharing irrelevant content; or (C) offering unsolicited commercial services; or
- Share any confidential information of a third party in the Everlaw Community.

Public Sector Employees

If You Are an Employee of, or Service Provider to, a Public Sector Customer, You Acknowledge the Following:

- Your participation in the Everlaw Community does not constitute an endorsement of the Service so please refrain from comments that imply an endorsement;
- Do not share non-public government or public sector information; and
- As explained in the Terms of Use, you are participating in your individual capacity even if you are an Authorized User for a specific public sector Customer and you will ensure you have the appropriate permissions to engage in the Everlaw Community.

Scope

Everlaw expects all Everlaw community members (including but not limited to Event attendees, vendors, Event Sponsors, speakers, volunteers, moderators, and Everlaw employees) to uphold the principles of this Code of Conduct. In the context of Everlaw events, this Code of Conduct covers the main event and all related events (social or otherwise). Everlaw employees must continue to abide by all company policies at all times.

Community members acknowledge that participating in the Everlaw Community is voluntary. Everlaw has not and will not pay you in exchange for your participation.

Community members understand that Everlaw is not a law firm and does not provide legal advice or engage in the practice of law. Community members acknowledge that their participation in the Everlaw Community is not to seek legal advice.

Consequences

Inappropriate behavior and/or violations of the expectations outlined in this Code of Conduct will not be tolerated. If asked to stop inappropriate behavior, please comply immediately. If Everlaw believes that you have breached this Code of Conduct, Everlaw may prohibit you from attending future Everlaw Events and interacting in the Everlaw Community, and reserves the right to notify your employer of any such breach.

If Everlaw believes that you have breached this Code of Conduct while participating in the Everlaw Community, Everlaw reserves the right to remove you and edit or remove posts from the respective Everlaw Community forum, in its sole discretion.

If Everlaw believes that you have breached this Code of Conduct in the context of an Everlaw Event, you may be removed from the Event at the sole discretion of Everlaw. If Everlaw requires you to leave an Everlaw Event, you will not be eligible to receive a refund of any fees paid to Everlaw related to the Event. Everlaw will involve law enforcement if we deem appropriate.

If you witness or are subjected to inappropriate behavior or have any other concerns, notify a member of the Everlaw team as soon as possible. If you have any questions regarding this Code of Conduct, please contact us at support@everlaw.com.

Privacy Notice

Last Updated: December 19, 2025

This Privacy Notice describes how Everlaw collects, uses, processes, and discloses your personal information and what rights and choices you have with respect to your personal information. Any terms used in this Privacy Notice and not defined have the meanings given to them in Everlaw's [Customer Terms of Service](#).

We offer our Service to customers either directly or via a Reseller. Where we refer to our "Customers" in this Privacy Notice, we refer to customers that have entered into an agreement with us to use the Service as well as Resellers and their customers. 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. Everlaw's Customers are the controllers of personal information contained in their Case Materials ("Customer Data"), and Everlaw is a processor of this information. Everlaw is the controller of certain other personal information as described in this Privacy Notice ("Personal Information").

Applicability

This Privacy Notice applies to Personal Information that we collect online and offline including through: (A) all products, services, and related applications offered by Everlaw (collectively, the "**Service**"); (B) Everlaw.com and other Everlaw websites, including blogs, online forums, social media platforms, and the Everlaw community (collectively, the "**Site**"); (C) any interactions you have with, registrations for, attendance at, or participation in our events, tutorials, or webinars (collectively, "**Marketing Activities**"); (D) any user education session you attend; or (E) your visit to our offices, (collectively, as used in this Privacy Notice, the "**Services**").

This Privacy Notice does not apply to any personal information contained in Customer Data that Everlaw processes on behalf of the Customer as a processor or “service provider” as set out in our agreement with them. A Customer using the Service (e.g. your employer or a Reseller or their customer) controls its instance of the Service and any associated Customer Data. Similarly, this Privacy Notice does not apply to any third-party applications or software accessible via the Services or that integrate with the Services or any other third party products, services, or businesses. If you have any questions about the specific settings and privacy practices of such third parties, please contact the relevant third party product, service, or business to review its privacy notice.

Children’s Personal Information. The Site and Service are not directed to or intended for use by individuals under the age of 18. If you are a parent or guardian and become aware that your child provided us with Personal Information, you should contact us at privacy@everlaw.com.

Information We Collect

We collect Personal Information based on your interactions with Everlaw and the choices you make, including your privacy settings and Service configurations, the products and features you use, and your location. We may collect information from you directly, from third parties, or automatically. Without certain information, we may be unable to provide the Services to you. The information we, our partners, or our vendors collect may include:

- **Account Information.** Information provided by you or the Customer to create, update, or administer an account on the Service (e.g. your name, job title, email address, mailing address, phone number, your employer’s name, login credentials, contact preferences for marketing information, billing details, billing address, and banking information).
- **Service-Generated Data.** Information generated from your use of the Site and Service (e.g. diagnostic, capacity, and usage information to determine storage requirements, and performance information our servers automatically collect when you access or use our Service and which we record in log files; Internet Protocol (“IP”) address; the address of the web pages visited before using the Site or Service; browser type and settings and information about your activity in the Service; and data settings and configurations including your elected privacy and security settings).

- **Support Data.** Information about your account preferences or data you provide when you contact us for help, contact or authentication data, and the content of chats and other communications with us.
- **Device Information.** Information about your computer, phone, tablet, or other device you use to access the Site or Service (e.g. IP address or proxy server, device and application identification numbers, location, hardware model, internet service provider and/or mobile carrier, operating system, and system configuration information).
- **Marketing Information.** Information you provide via any of our Marketing Activities or non-support communications (e.g. through form submissions, email, or information you provide to us when you participate in a survey or interact with us virtually or in person at an event, when you participate in user forums such as the Everlaw Community, or a phone call with one of our sales representatives).
- **Image and Audio.** Depending on how you interact with us, we may collect your image or audio recordings. For example, if you contact us by phone, we may record those calls for quality and training purposes. If you attend an event hosted or sponsored by Everlaw, we may capture your image and/or voice in any video, photograph, or audio recording taken at the event.
- **Product Certification.** Information you provide when you access or enroll in the learning management system platform used for the completion of Everlaw's product certification.
- **Office Visitor Information.** Information you provide to us when visiting our physical offices.
- **Job Application.** If you apply to a job opening through our career pages, we may collect the information you provide to us for the processing of your job application. For more information, please see our [Applicants Privacy Notice](#).
- **Cookie Information.** Information we automatically collect from your browser by using cookies and similar tracking technologies in our Site and Service (e.g. cookie IDs and certain types of Service-Generated Data). Please see the Cookies section below for more information.
- **Third Party Data.** Information about you from third parties, such as public databases, joint marketing partners, or marketing service providers whose data we use for marketing purposes (e.g. mailing addresses, job titles, email addresses, phone numbers, user behavior data, IP addresses, social media profiles, social media URLs).

- **Social Media Information.** Our Site may use social media features, such as the Facebook “Like” button, and other sharing widgets (“**Social Media Features**”), and we and the social media network may receive information about you. Your interactions with Social Media Features are governed by the privacy and user policies of the companies that provide them, and we are not responsible for how those companies collect, use, or disclose your information so we encourage you to review the privacy policies of those companies.
- Any additional Personal Information you voluntarily provide to Everlaw.

How We Use Your Information

Everlaw uses the Personal Information as described in this Privacy Notice for our legitimate business purposes in operating the Service, Site, and business generally. More specifically, we may use Personal Information for the following purposes:

- **Service Operation.** To provide, update, maintain, improve, monitor, and protect our Services.
- **Communication.** To provide customer and technical support, to send service-related emails, and to send marketing emails about new product features or other news about Everlaw.
- **Digital Advertising.** To display digital advertising to you on the Site or other websites (including through the use of cookies or other technologies).
- **Administration.** For transactional, billing, account management, tax, and administrative matters.
- **Training.** To provide and track product certifications and training.
- **Compliance.** To comply with applicable laws and regulations or a court or other legal order.
- **Risk Mitigation.** To detect violations of our legal terms, enforce the legal terms that govern your use of the Service, or to detect, prevent, and respond to potential fraud or misuse of the Service.
- **Marketing.** To develop and publish marketing materials, for internal and external purposes.
- **Interaction Improvement.** To develop and improve our Marketing Activities and training sessions to better match your interests and preferences.

- For other purposes with your consent.

Lawful Basis for Processing. Our lawful basis to collect and use your Personal Information will depend on the type of information and the context in which we process it. We may process your information to enter into or perform a contract with you, for the purposes of our legitimate interests (unless your rights and freedoms override those interests), with your consent, or to comply with our legal obligations (e.g. to comply with applicable laws and regulations or a court or other legal order).

Cookies. We, and the third parties we work with, use cookies and other tracking technologies on the Site and Service to collect information about your usage of the Site and Service and your device. This information enables us to better understand Site and Service usage and to improve the quality and relevance of our offerings. We may use the following types of cookies:

- **Advertising Cookies.** These cookies allow us to serve ads on other websites that may be of interest to you. Sometimes the third parties we work with place or recognize a unique cookie or other tracking technology on your browser and may also use technology to measure and track effectiveness of ads. Cookies and similar technologies may be used by our online data partners or vendors to associate these activities with other personal information they or others have about you, including by association with your email. We (or service providers on our behalf) may then send communications and marketing to these emails. You can learn more about ad-serving companies and the options available to limit their collection and use of your information by visiting the websites for the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#). To opt-out of Google Analytics for Display Advertising or customize Google Display Network ads, you can visit the [Google Ads Settings page](#). Another service provider we use is GetEmails, LLC d/b/a R! B2B, and you may opt out of receiving this advertising by visiting <https://app.retention.com/optout>. If you are based in the EU or UK you also have the option to opt out of their collection of your personal data in compliance with applicable laws by visiting <https://www.rb2b.com/rb2b-gdpr-opt-out>. Please note that to the extent advertising technology is integrated into the Site or Service, you may still receive advertising content even if you opt-out of tailored advertising. In that case, the advertising content may not be tailored to your interests. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms. If your

browsers are configured to reject cookies when you visit these opt-out pages, or you subsequently erase your cookies, use a different computer or change web browsers, your NAI or DAA opt-out may no longer be effective. Additional information is available on NAI's and DAA's websites, available at the above links.

- **Analytics Cookies.** We may engage third parties to help analyze how people use the Site and Service, compile reports, and improve the quality and relevance of the Site and Service. These services (e.g. Google Analytics, Heap) may use cookies, web beacons, and other tracking technologies to identify the devices used on our Site or Service and while visiting other online sites and services. These services generate, transmit, and store this information subject to their privacy policies and notices. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-out Browser Add-on by clicking [here](#).

How Long We Keep Your Personal Information. We retain your Personal Information for different periods of time depending on what it is, how we use it, and how you configure your settings. We will either delete or anonymize Personal Information once it is no longer needed or after expiration of the applicable retention periods. Our collection and processing of Personal Information is limited to what is adequate, relevant, and reasonably necessary and proportionate to achieve the purposes described in this Privacy Notice. If we anonymize, aggregate, or de-identify Personal Information, we may use and disclose it for any business purpose. If deletion or anonymization is not possible (e.g. because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion or anonymization is possible.

Information We Share With Others

This section describes when we may disclose Personal Information:

- **Service Providers.** We may disclose Personal Information with third party service providers who are working on our behalf (e.g. billing and payment service providers, cloud hosting and storage providers, communications providers, learning management system platforms, and analytics companies).
- **Affiliates.** We may disclose Personal Information with our affiliates who use Personal Information as set out in this Privacy Notice.

- **Customers.** If a Customer (e.g. your employer) has given you access to the Service, we may disclose certain information about you (e.g. your Account Information, Service-Generated Data, and Device Information) with that Customer upon their request, to satisfy our contractual obligations, or for the purposes described in this Privacy Notice.
- **Partners.** We may disclose your Personal Information with our business partners including independent resellers and managed service providers in order for them to conduct marketing or sales activities with you in relation to the Service.
- **Protection of Everlaw and Others.** We may disclose your Personal Information if we believe that disclosure is reasonably necessary to comply with any applicable law or regulation, if we are required by law to comply with any court order or legal process or respond to any government or regulatory request, and to maintain and enforce our agreements and policies. We may also disclose your information to protect the rights, property, or personal safety of Everlaw, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.
- **Business Transfers.** We may disclose your Personal Information in connection with any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company, in reliance on our legitimate business interests.
- **Advertising Partners.** We may partner with third party advertising networks, exchanges, and social media platforms (e.g. LinkedIn) to display advertising on our Site or to manage and service advertising on other sites, and we may disclose or otherwise make available Personal Information with them for this purpose. Please see our [Cookie Notice](#) for more information.
- **Any Other Person with Your Consent.** We may share your Personal Information with other third parties with your express consent.

How We Secure Your Information. We have adopted physical, technical, and organizational safeguards against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, access, use, or processing of Personal Information we collect.

Links to Third Party Websites. We may place third party links in the Service or on our Site. When you click on a link from our Service or Site to a third party

website, that website's policies govern your activity and use. We are not responsible for the information practices of those third parties, and we encourage you to review their privacy and user policies.

Use of AI. To enhance the efficiency and consistency of our internal business operations, we may use artificial intelligence tools. These tools may analyze Personal Information that you share with Everlaw (but not including Customer Data). Any such tools are used to support human review and decision-making, and final decisions are always made by a member of our team. We do not use automated decision making technologies for significant decisions about individuals. If we do in future, we will update this Privacy Notice. We ensure these tools are evaluated for compliance with data protection regulations. If you have concerns about AI-related processing, you may contact us at privacy@everlaw.com. In addition, where we use AI tools which process Personal Information (including Google Workspace APIs), these are not used to develop, improve, or train generalized AI and/or ML models. If you use the AI Chatbot on the Site, you are agreeing that any personal information you choose to enter may be shared with the AI service provider, Qualified.com, Inc. Information on their privacy practices can be found [here](#).

Data Transfers. Everlaw is headquartered in the US and has offices, employees, and service providers who operate around the globe. To provide the Service, Everlaw may store, process, and transmit Personal Information to countries outside of your location, including but not limited to the US, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. Data may be accessible to law enforcement and national security authorities under certain circumstances.

Depending on your location, when we transfer your Personal Information we rely on certain legal mechanisms to safeguard the transfer, as required by law. If you are located in the EEA, UK, or Switzerland, this may include transferring your Personal Information to adequate countries, using Standard Contractual Clauses approved by the European Commission or the UK Addendum to the Standard Contractual Clauses approved by the UK authorities, transferring your Personal Information to organizations that have self-certified to the Data Privacy Framework, and any additional safeguards as necessary.

Everlaw relies on the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework as a legal basis for transfers of personal information from those locations to the United States. For more information, please refer to our Data Privacy Framework Notice [here](#).

Your Privacy Rights

Depending on your location, you may have statutory rights in and to your Personal Information. These may include the right to request access, as well as seek to update, delete, or correct your Personal Information. If you are a user of the Service, you can update, correct, or modify your Account Information by contacting us at support@everlaw.com, or for certain Account Information at any time by logging into your Everlaw account. Additionally, you may have the right to object to our processing of your Personal Information, ask us to restrict the processing of your Personal Information, or request portability of your Personal Information. If we rely on your consent to collect and use your Personal Information, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing based on your consent we conducted before you withdraw consent.

For all requests regarding your Personal Information or questions about your rights, please contact us at privacy@everlaw.com. We respond to all requests in accordance with Applicable Privacy Law, and we may need to verify your identity before we can respond to your request. Depending on your request, we may ask for information such as your name, and an email address that you have used with us, and/or details, about your most recent interaction with us. If Everlaw cannot complete your request, we will inform you unless legally prohibited to do so. Everlaw will not discriminate against you for exercising your rights under applicable law.

Marketing Communications. We will process your Personal Information for marketing purposes according to your preferences (e.g. via mail, email, text, or phone). You may opt-out of receiving marketing from us by checking the relevant box on a consent form; by clicking the “unsubscribe” link in an email; by setting your preferences in our [Preference Center](#); or by emailing us at privacy@everlaw.com. If you are a user of our Service and opt-out from receiving marketing from us, we may still send you non-promotional communications (e.g. security alerts and notices related to your account).

Lodging a Complaint. If you have any concerns about how we handle your Personal Information, or if you believe we have not complied with this Privacy Notice or Applicable Privacy Law, please contact us in the first instance at privacy@everlaw.com or refer to the contact details below. We will investigate the complaint and determine what action, if any, to take. If you are not satisfied with our response, you have the right to appeal to Everlaw or complain to the relevant data protection authority in your jurisdiction.

Updating This Notice. We may update this Privacy Notice from time to time. Laws, regulations, and industry standards evolve or we may make changes to our Services, which make the updates necessary. If we make updates that materially alter your privacy rights, we will provide additional notice, such as notifying you by email or posting a notice in the Service prior to the change becoming effective. Your continued access or use of our Services will signify acceptance of the terms of the updated Privacy Notice.

Contact Us. If you have any questions about this Privacy Notice, or would like to obtain this Privacy Notice in an alternative format, please contact us at privacy@everlaw.com or:

Everlaw, Inc.

Attn: Privacy
2101 Webster Street, Suite 1500
Oakland, California 94612
United States
844-EVERLAW (844-383-7529)

Everlaw UK Ltd.

Attn: Privacy
32-38 Scrutton Street
London EC2A 4RQ
United Kingdom
0800 068 9249

If you are a resident of the EEA, UK, or Switzerland: Everlaw, Inc. is the controller responsible for your Personal Information in connection with the Services; and Everlaw UK Ltd. is the controller responsible for your Personal Information if you've visited Everlaw's UK offices and in connection with interactions you've had with Everlaw UK Ltd.'s activities.

California Resident Privacy Rights

If you are a California resident, this section also applies to you and supplements the information contained elsewhere in this Privacy Notice. It provides additional information as to how you may exercise your rights under the California Consumer Privacy Act of 2018 ("CCPA").

Information We Collect. This Privacy Notice already describes the information we collect and the sources of information. This section organizes that information around the Personal Information categories set out in the CCPA. In the past 12 months, we have collected the following categories of information:

- Identifiers, such as name, email address, mailing address, and phone number;
- Commercial Information, such as transaction data related to your use of the Service;
- Service-Generated Data and Device Information, such as information generated from your use of the Site and Service and information about your computer, phone, tablet, or other device you use to access the Site or Service;
- Professional and employment-related information, such as employment and business contact information including job positions and titles;
- Support Data, which may include information about your account preferences or data you provide when you contact us for help, contact or authentication data, and the content of chats and other communications with us;
- Other information that identifies or can be reasonably associated with you; and
- Inferences drawn from any of the above categories.

Sources of Information. We collect the categories of Personal Information identified above from the following sources: (A) directly from you; (B) through your use of our Site or Services; (C) affiliates; and (D) other parties such as Customers, data brokers, other users, and social networks.

Business Purposes. Everlaw uses and discloses the categories of Personal Information described above for the following business and commercial purposes:

- Providing, updating, maintaining, and protecting our Services;
- Communicating to you and responding to your requests, comments, and questions;
- Providing customer and technical support;
- Transactional and administrative matters;

- Complying with legal obligations;
- Protecting our rights, detecting, preventing, and responding to potential fraud and otherwise take action in response to misuse of the Site or Service;
- Sending Service-related emails and other communications;
- Sending marketing-related emails and other communications;
- Displaying digital advertising to you;
- Developing and improving our Marketing Activities;
- Improving our Site and Service and developing new products and services; and
- For other purposes with your consent.

When We Disclose Personal Information. In the past 12 months, we have disclosed the following categories of Personal Information to third parties, including service providers and contractors, for the Business Purposes described above:

- Identifiers;
- Commercial information;
- Internet activity information;
- Professional and employment-related information;
- Support Data; and
- Inferences drawn from any of the above information categories.

You may request details related to the Personal Information collected earlier than the past 12 months, and you may specify a date range or request details on all Personal Information collected about you.

Advertising Preferences. The CCPA also requires businesses that “share” Personal Information to provide an opt-out from such sharing. Under the CCPA, “sharing” is defined as the targeting of advertising to a consumer based on that consumer’s Personal Information obtained from the consumer’s activity across websites. We “share” information for these purposes to provide more relevant and tailored advertising to you regarding our Services. Everlaw shares, and has shared in the past 12 months, the following categories of Personal Information for targeted advertising with:

- **Marketing and Advertising Partners**

- Identifiers;
- Internet usage information;
- Inferences drawn from the above information.

Cookies. Everlaw uses cookies and similar tracking technologies to disclose information with our service providers and third party partners for a variety of reasons, including to secure, provide, and improve our Site and Service.

Right to Know and to Delete. California residents may have the right to request information about a business's collection, use, disclosure, sharing, or sale of their Personal Information. You may be permitted to request that we:

- Provide you the categories of Personal Information we have collected or disclosed about you; the categories of sources of such information; the business or commercial purpose for collecting, "selling," or "sharing" your Personal Information; the categories of third parties to whom we disclose or "sell," or with whom we "share," Personal Information; and the categories of Personal Information we "sell."
- Provide access to and/or a copy of certain information we hold about you.
- Delete certain information we have about you.
- Correct inaccurate Personal Information that we maintain about you.

You may have the right to receive information about the financial incentives that we offer to you, if any. You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights. Certain information may be exempt from such requests under applicable law. We need certain types of information so that we can provide our Services to you. If you ask us to delete it, you may no longer be able to access or use our Services.

If you wish to exercise any of your rights, please contact us at privacy@everlaw.com or +1.844.383.7529 . California residents can use "authorized agents" to make requests to know and requests for deletion. We will take steps both to verify the identity of the person seeking to exercise their rights, and to verify that your agent has been authorized to make a request on your behalf.

Sale of Personal Information and the Right to Opt-out. We may disclose Personal Information with third parties or allow them to collect Personal Information from our Site or Service if those third parties are authorized service providers or business partners who have agreed to our contractual limitations

as to their retention, use, and disclosure of such Personal Information or if you use our Service to interact with third parties or direct us to disclose your Personal Information to third parties. As described under our Cookie Notice, we may disclose or otherwise make available certain Device Information with third parties in order to understand how you interact with our Site. Such information sharing may be considered a “sale” / “sharing” under California law. If you are a California resident, you can opt-out of the sale or sharing of your Personal Information by submitting a request at privacy@everlaw.com or, in certain states, including California, by broadcasting an Opt-Out Preference Signal, such as the Global Privacy Control (GPC) on the browsers and/or browser extensions that support such a signal. Any opt-out preferences you have exercised through these methods will only apply to the specific device/browser on which you made them. Your request to opt-out of sale/sharing will be linked to your browser identifier only and not linked to any account information because the connection between your browser and the account is not known to us. If you would like us to make the connection between your browser and your customer account when you send the opt-out of sale/sharing of your Personal Information request or GPC signal, and you have not yet opted-out of sale or sharing your Personal Information, we recommend you submit your Do Not Sell or Share Personal Information request at privacy@everlaw.com. We do not knowingly “sell” or “share” the Personal Information of consumers under 16 years of age.

Sensitive Personal Information. If we process sensitive Personal Information collected about you, we do so for the following purposes:

- Maintain the quality and safety of our Services;
- Provide and improve our Services;
- Detect any potential security incidents; and
- Maintain customers’ accounts and provide customer service.

We may also process this sensitive Personal Information as needed to help ensure people’s physical safety and as required by applicable law. We do not use or disclose sensitive Personal Information other than for purposes for which you cannot opt-out under the CCPA.

Retention of Your Personal Information. Please see the [How Long We Keep Your Personal Information](#) section above.

California Do Not Track : We do not respond to browser-initiated Do Not Track signals, as the internet industry is currently still working on Do Not Track

standards, implementations, and solutions. Please note that Do Not Track is a different privacy mechanism than the Global Privacy Control browser choice referenced above.

Cookie Notice

Last Updated: December 15, 2022 | [Download PDF](#)

At Everlaw, we believe in being transparent about how we collect and use data. This Cookie Notice provides information about how and when we use cookies and similar technologies to recognize you when you visit Everlaw.com and other Everlaw websites (collectively as used in this Cookie Notice, the “**Site**”) and access our hosted eDiscovery and document management platform (the “**Service**”). It explains what these technologies are and why we use them, as well as your rights to control our use of them.

What are Cookies?

What are Cookies?

Cookies are small data files placed on your device when you visit a website. They are unique to your browser. Website owners can use cookies for a variety of reasons that can include enabling their websites to work (or work more efficiently), providing personalized content and advertising, and creating website analytics.

Cookies set by a website owner are called “first party cookies.” Website owners can set and access first party cookies. Cookies set by parties other than a website owner are called “third party cookies.” Third party cookies enable third party features or functionality to be provided on or through a website (e.g. ads, interactive content, social sharing). The parties that set these third party cookies can recognize your device both when it visits the website in question and also when it visits other websites that have partnered with them.

Session-based cookies last only while your browser is open on your device and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them or until they expire.

Everlaw’s Use of Cookies

In connection with our Site and Service, and in accordance with our Privacy Notice, we may make use of first or third party cookies (described in the table below), whether session or persistent cookies, and other similar technologies. Some cookies are required for technical reasons that are strictly necessary for our

Site and Service to operate, and we refer to these as “strictly necessary” cookies. Other cookies enable us to provide Site and Service functionality, or to enhance visitors’ experience on our Site by providing them with personalized content and advertising.

Types of cookies
Strictly necessary cookies: These cookies are strictly necessary to provide you with services available through our Site and Service, such as for authentication, and to use some of its features, such as access to secure areas.
Functional cookies: These cookies enable the Site and Service to provide enhanced functionality and personalization, but are non-essential to their use. However, without these cookies, certain functionality may become unavailable, such as videos and live chat support. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies, then some or all of these services may not function properly.
Analytics or performance cookies: These cookies are used to recognize and count visitors and their actions to understand usage and improve the Site and Service, including any advertising messages.
Advertising cookies: These cookies record visits and actions taken on the Site and Service to make our advertising messages on other websites more relevant to you, such as by selecting ads that are based on your interests. These may be based on third-party cookies or other technologies, as described in our Privacy Notice.

The specific types of first and third party cookies served through our Site and Service and the purposes they perform are described in our cookie consent tool, which you can access here: [Do Not Sell or Share My Personal Information](#).

Other Tracking Technologies

Cookies are not the only way to recognize or track visitors to a website. We and our third party partners (such as advertising and analytics partners) may use other, similar technologies from time to time, like web beacons (sometimes called “tracking pixels” or “clear gifs”). These are tiny graphics files that contain a unique identifier that enable us to recognize when someone has visited our Site or Service or opened an email that we have sent them. This allows us, for example, to monitor the traffic patterns of users from one page within our Site and Service to another, to deliver or communicate with cookies, to understand whether you have come to our Site from an online ad displayed on a third-party website, to improve Site performance, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will often impair their functionality.

We permit third parties (including Google Analytics) to use tracking technologies on our Site and Service for analytics, advertising, and customer support purposes, including to help manage and display advertisements, to tailor advertisements to your interests, and provide customer support (depending on your communication preferences). These third parties may use their technology to provide advertising about products and services tailored to your interests which may appear on other websites.

Your Controls

You have choices as to whether to accept or reject cookies other than strictly necessary cookies.

You may receive a cookie notification when you first visit our site. By clicking “Accept All” in that notification, you agree to the use of cookies described there. You can exercise your cookie preferences through our cookie consent tool, which you can access here: [Do Not Sell or Share My Personal Information](#). We do not enable refusal of first and third party cookies that are necessary for our Site and Service to function.

You can set up or amend your web browser controls to accept or reject cookies. If you choose to reject cookies, you may still use our Site and Service, though your access to some functionality and areas of our Site and Service may be restricted. Information about the procedure to follow in order to enable or disable cookies can be found on your internet browser provider’s website via your help screen.

Additionally, you may wish to refer to [Managing Cookies, How to Enable & Disable a Cookie](#) for information on commonly used browsers. Please be aware that if cookies are disabled, not all features of the Site or Service may operate as intended.

As described in this Notice, we may share certain information with third parties using cookies and other tracking technologies in order to understand how you interact with our Site and Service and to display relevant advertisements to you. Such information sharing may be considered a “sale” / “sharing” under California law. If you are a California resident, you can opt-out of the sale or sharing of your personal information by submitting a request at privacy@everlaw.com or in certain states, including California, by broadcasting an Opt-Out Preference Signal, such as the Global Privacy Control (GPC) on the browsers and/or browser extensions that support such a signal. Any opt-out preferences you have exercised through these methods will only apply to the specific device/browser on which you made them. Your request to opt-out of sale/sharing will be linked to your browser identifier only and not linked to any account information because the connection between your browser and the account is not known to us. If you would like us to make the connection between your browser and your customer account when you send the opt-out of sale/sharing of your Personal Information request or GPC signal, and you have not yet opted-out of sale or sharing your Personal Information, we recommend you submit your Do Not Sell or Share Personal Information request at privacy@everlaw.com. We do not knowingly “sell” or “share” the personal information of consumers under 16 years of age.

Changing Our Notice

We may change this Cookie Notice from time to time. Laws, regulations, and industry standards evolve, which make those changes necessary, or we may make changes to our Site or Service. If we make updates that materially alter your privacy rights, we will provide additional notice, such as notifying you by email or posting a notice in the Service prior to the change becoming effective. Your continued access or use of our Site and/or Service will signify acceptance of the terms of the updated Cookie Notice.

Contact Us

If you have any questions about this Cookie Notice, please contact privacy@everlaw.com or:

Everlaw, Inc.

Attn: Privacy

2101 Webster Street, Ste 1500

Oakland, CA 94612

United States

844-EVERLAW (844-383-7529)

Customer Data Processing Addendum

Last Updated: October 1, 2025

This Data Processing Addendum ("DPA") is incorporated into the written agreement that Customer has entered into with Everlaw, Inc. and/or its Affiliates (collectively, "Everlaw") governing Customer's use of the Service (the "Agreement"). Any terms used in this DPA and not defined will have the meanings given to them in the Agreement.

1. RELATIONSHIP OF THE PARTIES.

- 1.1. **Everlaw.** Everlaw will process the Customer Data as a processor or sub-processor (as applicable) on behalf of Customer (whether the controller or itself a processor acting on behalf of a third party controller). For the purposes of the CCPA (where applicable), Everlaw will process Customer Data as a service provider for the Customer as a business.
- 1.2. **Customer.** Customer agrees that it has entered into this DPA on its own behalf and on behalf of the Authorized Controllers, provided that such Authorized Controllers have not entered into their own separate agreement with Everlaw.

2. **DURATION.** This DPA will remain in effect until, and automatically expire upon, deletion of all Customer Data by Everlaw as described in this DPA.

3. PROCESSING INSTRUCTIONS.

- 3.1. **Customer's Instructions.** Everlaw will process Customer Data under and in accordance with Customer's documented instructions, unless Everlaw believes that any data processing instruction from Customer violates Applicable Privacy Law, in which case Everlaw will notify Customer, unless legally prohibited to do so, before such other processing. For these purposes, Customer instructs Everlaw to process Customer Data: (A) to provide, maintain, and improve the Service in accordance with the Agreement; (B) as further specified via Customer's use of the

Service (e.g. including on Customer's account settings page and other functionality of the Service); and (C) as documented in the Agreement and this DPA.

3.2. Permissible and Non-Permissible Use of Customer Data.

Customer and Everlaw agree that: (A) Everlaw will not retain, use, or disclose Customer Data other than as permitted under the Agreement and Applicable Privacy Law; (B) Everlaw will not sell Customer Data within the meaning of the CCPA or otherwise; (C) Everlaw will not retain, use, or disclose Customer Data outside of the direct business relationship between Customer and Everlaw except as authorized under this DPA; and (D) Everlaw may de-identify or anonymize Customer Data in the course of providing the Service for its internal business purposes, provided that Everlaw will not attempt to re-identify such data.

3.3. Customer as Processor. Where Customer is itself a processor of Customer Data: (A) Customer represents and warrants to Everlaw that the processing instructions in this DPA reflect and do not conflict with the instructions of the third party controllers; and (B) Customer will serve as the sole point of contact for Everlaw with regard to any such third parties.

4. CUSTOMER'S RESPONSIBILITIES.

4.1. Sole Responsibility. Customer is solely responsible for obtaining and maintaining all the necessary consents prior to accessing, storing, uploading, processing, or storing the Customer Data in the Service.

4.2. Representations and Warranties. Customer represents and warrants that: (A) it has provided, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents, permissions, and rights necessary under applicable laws for Everlaw to lawfully process Customer Data for the purposes contemplated by the Agreement; (B) it has complied with all applicable laws, rules, and regulations in the collection and provision of Customer Data to Everlaw and its Sub-processors; and (C) it will ensure its processing instructions comply with applicable laws, rules, and regulations and that the processing of Customer Data by Everlaw in accordance with Customer's instructions will not cause Everlaw to be in breach of Applicable Privacy Law.

5. AUTHORIZED CONTROLLERS.

- 5.1. **Agreement.** Customer will require each Authorized Controller to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Controller is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Service by Authorized Controllers must comply with the Agreement, and any violation of the Agreement by an Authorized Controller will be deemed a violation by the Customer.
- 5.2. **Communications.** Customer will remain responsible for coordinating communications with Everlaw under this DPA and be entitled to make and receive communications in relation to this DPA on behalf of each Authorized Controller.
- 5.3. **Rights and Remedies.** Customer will be solely entitled to exercise the rights and remedies under this DPA, and where Applicable Privacy Law gives an Authorized Controller the ability to exercise a right or seek a remedy under this DPA against Everlaw itself, the parties agree that: (A) solely Customer will exercise any such right or seek any such remedy on behalf of the Authorized Controller; and (B) Customer will exercise any such rights under this DPA in a combined manner for itself and all Authorized Controllers together.

6. DATA DELETION.

- 6.1. **Deletion During Subscription.** Customer may delete or export any Customer Data during the term of the Subscription in a manner consistent with the functionality of the Service. If Customer deletes any Customer Data during the term of the Subscription, such action will constitute an instruction to Everlaw to delete the relevant Customer Data from Everlaw's systems or that is otherwise still in its possession or control.
- 6.2. **Deletion After Termination.** Termination or expiration of the term of a Subscription serves as Customer's instruction to Everlaw to delete all Customer Data, including copies, still in its possession or control. Customer may export, alone or with Everlaw's support, all Customer Data, within a 30 day grace period following such termination or expiration.
- 6.3. **Instruction.** Everlaw will comply with Customer's instruction under Sections 6.1 (Deletion During Subscription) and 6.2 (Deletion After Termination) within a commercially reasonable timeframe, except that this requirement will not apply to the extent Everlaw is

required to retain some or all of the Customer Data as required by applicable law.

7. SECURITY.

- 7.1. **Security Measures.** Everlaw will implement and maintain Security Measures designed to protect Customer Data from Security Incidents and to preserve the security and confidentiality of Customer Data. Everlaw will ensure that any person who is authorized by Everlaw to process Customer Data will be under an appropriate obligation of confidentiality, whether contractual or statutory duty.
- 7.2. **Security Incident Response.** Upon becoming aware of a verified Security Incident, Everlaw will notify Customer without undue delay and: (A) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer; and (B) promptly take steps, deemed necessary and reasonable by Everlaw, to contain, investigate, and remediate any Security Incident, to the extent that the remediation is within Everlaw's reasonable control. Everlaw's notification of or response to a Security Incident under this Section 7.2 will not be construed as an acknowledgment by Everlaw of any fault or liability with respect to the Security Incident. These obligations will not apply to Security Incidents to the extent they are caused by Customer or its Authorized Users.
- 7.3. **Updates to Security Measures.** Customer acknowledges that the Security Measures are subject to technical progress and development and that Everlaw may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the material degradation of the overall security of the Service purchased by the Customer.
- 7.4. **Customer Responsibilities.** Without prejudice to Everlaw's obligations under Sections 7.1 (Security Measures), 7.2 (Security Incident Response), and 7.3 (Updates to Security Measures), Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Service, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Service, and taking any appropriate steps to securely encrypt or backup any Customer Data.

- 7.5. **Customer's Security Assessment.** Customer agrees, based on its current and intended use of the Service, that the Service, Security Measures, and any other additional security controls described in this DPA: (A) meet Customer's needs, including with respect to any security obligations of Customer under Applicable Privacy Law; and (B) provide a level of security appropriate to the risk regarding the Customer Data.

8. **AUDITS AND DEMONSTRATION OF COMPLIANCE.**

- 8.1. **Security Reports.** Upon Customer's written request, Everlaw will supply Customer with a summary copy, on a confidential basis, of its most recent Report so that Customer can verify Everlaw's compliance with this DPA. Additionally, upon request and with 90 days' advance notice, and no more than once per calendar year, Everlaw will complete a Customer provided information security program questionnaire relating to the Service provided to Customer.
- 8.2. **Customer's Audit Rights.** In addition, if required by Applicable Privacy Laws, Everlaw will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections (which will be conducted at a mutually agreeable time and place) by Customer to assess compliance with this DPA, provided that such audit or inspection will: (A) take place not more than once per calendar year and at Customer's expense; and (B) be conducted during normal business hours in a manner that will not interfere with Everlaw's normal business activities. Notwithstanding the foregoing, Customer may also exercise its audit rights when Customer is expressly required to provide this information to a supervisory authority or when Everlaw has experienced a Security Incident.
- 8.3. **Everlaw's Information.** Nothing in this DPA will be construed to require Everlaw to provide: (A) trade secrets or any proprietary information; (B) any information that would violate Everlaw's confidentiality obligations, contractual obligations, or applicable law; or (C) any information, the disclosure of which could threaten, compromise, or otherwise put at risk the security, confidentiality, or integrity of Everlaw's infrastructure, networks, systems, or data.

- 8.4. **Exceptions.** Nothing in this Section 8 varies or modifies any rights or obligations of Customer or Everlaw under the SCCs where Section 10.4 (SCCs) applies.

9. **RIGHTS OF DATA SUBJECTS AND COOPERATION.**

- 9.1. **Data Subject Request.** Customer will respond to any requests from data subjects or applicable supervisory authorities relating to the processing of Customer Data under the Agreement. To the extent Customer is unable to independently retrieve, access, or delete the relevant Customer Data within the Service in order to respond to such requests, Everlaw will (at Customer's cost and taking into account the nature of the processing) provide all reasonable cooperation to assist Customer by appropriate technical and organizational measures, to the extent possible. In the event that any such request is made to Everlaw directly, Everlaw will not respond to such request directly without Customer's prior authorization, unless legally compelled to do so. If Everlaw is required to respond to such a request, Everlaw will promptly notify Customer and provide it with a copy of the request, unless legally prohibited to do so.

- 9.2. **Data Protection Impact Assessment.** To the extent Everlaw is required under Applicable Privacy Law, Everlaw will provide reasonably requested information regarding Everlaw processing of Customer Data under the Agreement, to the extent Customer does not otherwise have access to the relevant information and to the extent that such information is available to Everlaw, to enable the Customer to carry out data protection impact assessments or prior consultations with supervisory authorities as required by applicable law.

10. **CROSS-BORDER DATA TRANSFERS.**

- 10.1. **Principal Place of Processing.** Customer may choose within which of Everlaw's available AWS instances to have its Customer Data stored and processed. Notwithstanding the foregoing, Customer acknowledges that Everlaw may in connection with the performance of the Service and the processing activities described in Schedules 1 and 2 of this DPA, need to transfer and process Customer Data and Controller Data to and in the US and anywhere else in the world where Everlaw or its Sub-processors maintain data processing operations. Everlaw will ensure such transfers are made

in compliance with the requirements of Applicable Privacy Law and this DPA.

- 10.2. **Data Privacy Framework.** Everlaw complies with the Data Privacy Framework in relation to transfers from the EEA, UK, and Switzerland to the U.S. The parties agree that Everlaw shall use the Data Privacy Framework to lawfully receive Customer Data and Controller Data in the U.S. and Everlaw shall ensure that it provides at least the same level of protection to such data as is required by the Data Privacy Framework Principles. Everlaw shall notify Customer if it makes a determination that it can no longer comply with its obligations under the Data Privacy Framework.
- 10.3. **SCCs.** In the event that the Data Privacy Framework is invalidated, or the Data Privacy Framework does not otherwise apply to the transfer of Personal Data, then to the extent the transfer of Personal Data from Customer to Everlaw is a Restricted Transfer, the parties agree to be subject to, abide by, and process such Personal Data in compliance with the SCCs as follows:
 - 10.3.1. **EEA Transfers.** In relation to Personal Data that is protected by the EU GDPR, the SCCs will apply as follows: (A) Everlaw will be the “data importer” and Customer will be the “data exporter”; (B) Module One will apply to Controller Data and Modules Two or Three (as appropriate) will apply to Customer Data; (C) in Clause 7, the optional docking clause will apply; (D) in Clause 9 of Modules Two and Three, Option 2 will apply and the time period for prior notice of Sub-processor changes is identified in Section 11 (Sub-processing) of this DPA; (E) in Clause 11, the optional language will not apply; (F) in Clause 17, Option 1 will apply, and the SCCs will be governed by Irish law; (G) in Clause 18(b), disputes will be resolved before the courts of Ireland; (H) Annex I will be deemed completed with the information set out in Schedule 1 and Schedule 2 of this DPA; and (I) Annex II will be deemed completed with the information stated in Schedule 3 of this DPA.
 - 10.3.2. **Swiss Transfers.** In relation to Personal Data that is protected by the Swiss FADP, the SCCs as implemented under Section 10.4.1 (EEA Transfers) will apply with the following modifications: (A) references to “Regulation (EU) 2016/679” are interpreted as references to the Swiss FADP;

(B) references to specific Articles of “Regulation (EU) 2016/679” are replaced with the equivalent article or section of the Swiss FADP; (C) references to “EU,” “Union,” and “Member State” are replaced with “Switzerland”; (D) Clause 13(a) and Part C of Annex II are not used and references to the “competent supervisory authority” and “competent courts” will be interpreted as references to the “Swiss Federal Data Protection and Information Commissioner” and the “competent Swiss courts”; (E) in Clause 17, the SCCs are governed by the laws of Switzerland; and (F) in Clause 18(b), disputes will be resolved before the competent courts of Switzerland.

10.3.3. **UK Transfers.** In relation to Personal Data that is protected by the UK GDPR, the SCCs as implemented under Section 10.4.1 (EEA Transfers) will apply with the following modifications: (A) the SCCs are deemed amended as specified by the UK Addendum, which is deemed executed between the parties; (B) any conflict between the SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum; (C) Tables 1 to 3 in Part 1 of the UK Addendum are deemed completed using the information contained in the Schedules of this DPA; and (D) Table 4 in Part 1 of the UK Addendum is deemed completed by selecting “neither party.”

10.3.4. Where this Section 10.4 applies, it is not the intention of either party to contradict or restrict any of the provisions stated in the SCCs, and, accordingly, if and to the extent the SCCs conflict with any provision of the Agreement (including this DPA), the SCCs will prevail to the extent of such conflict.

11. SUB-PROCESSING.

11.1. **Authorized Sub-processors.** Customer agrees to provide a general authorization to Everlaw to engage Sub-processors to process Customer Data on Customer’s behalf. Everlaw will notify Customer if it adds or replaces any Sub-processors at least 10 days in advance of any such changes.

11.2. **Sub-processors’ Obligations.** Everlaw will: (A) enter into a written agreement with each Sub-processor containing terms that provide

at least the same level of protection for Customer Data as those contained in this DPA, to the extent applicable to the nature of the services provided by such Sub-processor; and (B) remain responsible for all obligations sub-contracted and for any acts or omissions of the Sub-processor.

- 11.3. **Objection to Sub-processors.** Customer may object, in writing, to Everlaw's appointment of a new Sub-processor on reasonable grounds relating to data protection (e.g. if making Customer Data available to the Sub-processor may violate Applicable Privacy Law) by notifying Everlaw in writing within 15 calendar days of receipt of Everlaw's notice. Customer's notice must explain the reasonable grounds for the objection, and the parties will discuss such concerns with a view to achieving commercially reasonable resolution. If no such resolution can be reached, Everlaw will, at its sole discretion, either not appoint that proposed Sub-processor in respect of that Customer Data only or permit Customer in writing to suspend or terminate the affected Service in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination). If Customer does not object as described above, silence will be deemed approval.

12. **LIMITATION OF LIABILITY.**

- 12.1. **EXCLUSION OF DAMAGES.** EACH PARTY AND ITS RESPECTIVE AFFILIATES' LIABILITY, TAKEN TOGETHER IN THE AGGREGATE, ARISING OUT OF OR RELATED TO THIS DPA (INCLUDING THE SCCS) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WILL BE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THE AGREEMENT, AND ANY REFERENCE IN PROVISIONS TO THE LIABILITY OF A PARTY MEANS THE AGGREGATE LIABILITY OF THAT PARTY AND ALL OF ITS AFFILIATES UNDER AND IN CONNECTION WITH THE AGREEMENT AND THIS DPA TOGETHER.
- 12.2. **MAXIMUM AGGREGATE LIABILITY.** EVERLAW'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS FROM CUSTOMER AND ALL AUTHORIZED CONTROLLERS ARISING OUT OF OR RELATED TO THE AGREEMENT OR THIS DPA, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WILL APPLY IN AGGREGATE FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH BOTH THE AGREEMENT AND

THIS DPA, INCLUDING BY CUSTOMER AND ALL AUTHORIZED CONTROLLERS, AND IN PARTICULAR WILL NOT BE UNDERSTOOD TO APPLY INDIVIDUALLY AND SEVERALLY TO CUSTOMER AND/OR TO ANY AUTHORIZED CONTROLLER THAT IS A PARTY TO THIS DPA.

13. **EU Data Act.** To the extent the EU Data Act applies to Customer's access to and use of the Service, Everlaw and Customer, or the applicable Reseller, agree to the terms of the EU Data Act Addendum.

14. **MISCELLANEOUS.**

- 14.1. **Order of Agreements.** Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern.
- 14.2. **Governing Law.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless otherwise required by Applicable Privacy Law or the SCCs.
- 14.3. **Permitted Disclosures.** Each party acknowledges that the other party may disclose the SCCs, this DPA, and any privacy-related provisions in the Agreement to any appropriate regulator upon request.

15. **DEFINITIONS.**

- 15.1. **Applicable Privacy Law** means all applicable data protection and privacy laws, regulations, guidance, or codes of practice relating to the processing of Customer Data in connection with the Agreement.
- 15.2. **Authorized Controller** means the Customer and, to the extent required under Applicable Privacy Law, its Affiliates and any Authorized Users who are also controllers of the Customer Data and permitted to use the Service as Authorized Users.
- 15.3. **CCPA** means the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100-1798.199), including any amendments and its implementing regulations from time to time.
- 15.4. **Controller Data** means the Personal Data that Everlaw processes as a controller under the Agreement, as described in Schedule 1.
- 15.5. **Customer Data** means the Personal Data included in Customer's Case Materials that Everlaw processes on behalf of Customer under

the Agreement, as described in Schedule 2.

- 15.6. **Data Privacy Framework** means (as applicable) the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs operated by the U.S. Department of Commerce, and their respective successors.
- 15.7. **Data Privacy Framework Principles** means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework, as may be amended, superseded, or replaced.
- 15.8. **EEA** means the European Economic Area.
- 15.9. **EU Data Act** means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828.
- 15.10. **EU Data Act Addendum** means the then-current Everlaw EU Data Act Addendum available at <https://www.everlaw.com/legal/eu-data-act-addendum>.
- 15.11. **EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 15.12. **Personal Data** means any information which is protected as “personal data,” “personal information,” or “personally identifiable information” under Applicable Privacy Law.
- 15.13. **Report** means Everlaw’s Service Organizational Control (SOC) 2 Report or comparable reports.
- 15.14. **Restricted Transfer** means: (A) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside the EEA which is not subject to an adequacy determination by the European Commission; (B) where the UK GDPR applies, a transfer of Personal Data from the UK to any other country which is not based on adequacy regulations under the UK GDPR, and (C) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to any other country which is not based on an adequacy decision recognized under Swiss data protection law, in any case whether such transfer is direct or via onward transfer.

- 15.15. **Security Incident** means a breach of Everlaw's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data transmitted, stored, or otherwise processed by Everlaw and/or its Sub-processors in connection with the provision of the Service.
- 15.16. **Security Measures** means the appropriate technical and organizational measures Everlaw implements and maintains as described in Schedule 3.
- 15.17. **Service** for the purposes of this DPA means either the Service or Storybuilder Service, each as defined in the applicable Agreement.
- 15.18. **SCCs** means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, as amended, superseded, or replaced from time to time.
- 15.19. **Sub-processor** means any processor that has access to Customer Data and that is engaged by Everlaw to assist in fulfilling its obligations with respect to providing the Service under the Agreement. Sub-processors may include third parties but excludes any Everlaw employee, contractor, or consultant. A current list of Everlaw's Sub-processors is available at:
www.everlaw.com/legal/list-of-subprocessors.
- 15.20. **Swiss FADP** means the Swiss Federal Act on Data Protection of 2020 and its corresponding ordinances.
- 15.21. **UK** means the United Kingdom.
- 15.22. **UK Addendum** means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under s.119(A) of the UK Data Protection Act 2018, as amended, superseded, or replaced from time to time.
- 15.23. **UK GDPR** means, collectively, the EU GDPR as saved into UK law by virtue of Section 3 of the UK's European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018.
- 15.24. The terms "personal data," "data subject," "supervisory authority," "processing" (including the terms "process," "processes," and "processed" and other variations), "controller," and "processor" as used in this DPA have the meanings given to them in Applicable Privacy Law.
- 15.25. The terms "business" and "service provider" have the meanings given to them in the CCPA.

SCHEDULE 1 (Controller Data)

Description of Processing Activities / Transfer

Annex 1(A) List of Parties:

DATA EXPORTER	DATA IMPORTER
Name: The party named as Customer in the Order Form	Name: Everlaw, Inc.
Address: The Customer's address as identified in the Order Form	Address: 2101 Webster Street, Ste 1500 Oakland, California 94612, United States
Contact person's name, position and contact details: The Customer's information as identified in the Order Form	Contact person's name, position and contact details: Everlaw, Inc., Attn: Privacy, 2101 Webster Street, Ste 1500, Oakland, California 94612, United States, privacy@everlaw.com
Activities relevant to the transfer: See Annex 1(B) below	Activities relevant to the transfer: See Annex 1(B) below
Role: Controller	Role: Controller

Annex 1(B) Description of transfer / processing activities:

	DESCRIPTION
Categories of data subjects:	Authorized Users, as defined in the Agreement.
Categories of personal data:	The categories of Personal Data include: Account Information (e.g. name, job title, email address, mailing address, phone number, employer's name, login

	credentials, contact preferences for marketing information, billing information associated with Customer's account); Service-Generated Data (e.g. diagnostic, capacity and usage information, log files, IP address, address(es) of the web page(s) visited, browser type and settings, information about activity in the Service, privacy and security settings); Support Data (e.g. account preferences, data provided when Authorized Users contact Everlaw for help, contact or authentication data, the content of chats and other communications); Other Personal Data (if any) collected by Everlaw in connection with the Service and which Everlaw processes as a controller, as more particularly described in the Privacy Notice available at https://www.everlaw.com/legal/privacy-notice/.
Sensitive data:	N/A.
If sensitive data, the applied restrictions or safeguards	N/A.
Frequency of the transfer:	Continuous.

Nature and subject matter of processing:	The nature and subject matter of Everlaw's processing include: (A) to provide, improve, update, maintain, and protect the Service; (B) to respond to requests, comments, and questions; (C) for transactional and administrative matters; (D) to comply with legal obligations; (E) to send service-related emails, marketing communications, and other non-marketing communications; (F) to develop and improve Everlaw's marketing activities; (G) to provide customer support and answer support requests; and (H) for all other purposes as more particularly described in the Privacy Notice available at https://www.everlaw.com/legal/privacy-notice .
Purpose(s) of the data transfer and further processing:	Everlaw is headquartered in the United States and has offices, employees, and service providers who operate around the globe. As a global business, Everlaw may process Controller Data in locations outside of the country where the data subject is located because Controller Data is typically processed by centralized or regionalized operations like billing, support, and security. For more information, see the Privacy Notice available at https://www.everlaw.com/legal/privacy-notice .
Retention period (or, if not possible to determine, the criteria used to determine that period):	Everlaw will not, and will not permit any third party to, retain the Controller Data for longer than the period during which Everlaw has a legitimate need to retain the Controller Data for the purposes it is processed and in compliance with Applicable Privacy Law.

Annex 1(C) Competent supervisory authority:

For the purposes of the SCCs, the competent supervisory authority will be determined in accordance with the EU GDPR, UK GDPR, or Swiss FADP, as applicable.

SCHEDULE 2 (Customer Data)

Description of the Processing Activities / Transfer

Annex 1(A) List of Parties:

DATA EXPORTER	DATA IMPORTER
Name: The party named as Customer in the Order Form	Name: Everlaw, Inc.
Address: The Customer's address as identified in the Order Form	Address: 2101 Webster Street, Ste 1500 Oakland, California 94612, United States
Contact person's name, position and contact details: The Customer's information as identified in the Order Form	Contact person's name, position, and contact details: Everlaw, Inc., Attn: Privacy, 2101 Webster Street, Ste 1500, Oakland, California 94612, United States, privacy@everlaw.com
Activities relevant to the transfer: See Annex 1(B) below	Activities relevant to the transfer: See Annex 1(B) below
Role: Controller or processor	Role: Processor

Annex 1(B) Description of Transfer / Processing Activities:

	DESCRIPTION
Categories of data subjects:	Individuals whose Personal Data is included in Case Materials.
Categories of personal data:	Any Personal Data included in Case Materials that Customer, Authorized Users, or third parties acting on Customer's behalf, may submit, upload, or otherwise provide to the Service, the extent of which is exclusively determined and controlled by the Customer.
Sensitive data:	Customer, Authorizer Users, or third parties acting on Customer's behalf, may submit Personal Data that

	contains special categories of data to Everlaw in connection with the performance of the Service, the extent of which is exclusively determined and controlled by the Customer.
If sensitive data, the applied restrictions or safeguards:	See Schedule 3 for applied restrictions and safeguards.
Frequency of the transfer:	Continuous.
Nature and subject matter of processing:	Providing the Service to Customer. Customer Data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities: (A) storage and other processing necessary to provide, maintain, and improve the Service, as applicable, provided to Customer; and/or (B) disclosures in accordance with the Agreement and/or as compelled by applicable laws.
Duration of the processing:	Personal Data will be processed in accordance with Sections 2 and 6 of this DPA.
Purpose(s) of the data transfer and further processing:	Everlaw may process Customer Data: (A) as necessary to provide, maintain, and improve the Service as applicable to Customer and in accordance with the Agreement, including analytical capabilities native to the Everlaw platform, data analysis for the purposes of diagnosing support requests and debugging platform issues, and, where appropriate, the resolution and reporting on the support requests; (B) to perform any steps necessary for the performance of the Agreement; and (C) to comply with other reasonable instructions provided by Customer (e.g. via email) that are consistent with this DPA or the Agreement.
Retention period (or, if not possible to determine, the	In accordance with Section 6 of the DPA.

criteria used to determine that period):	
--	--

Annex 1(C) Competent supervisory authority:

For the purposes of the SCCs, the competent supervisory authority will be determined in accordance with the EU GDPR, UK GDPR, or Swiss FADP, as applicable.

SCHEDULE 3

Everlaw Security Measures

Everlaw has implemented and will maintain security measures, internal controls, and information security policies and procedures designed to protect Customer Data (collectively, the “Security Measures”). Everlaw regularly monitors compliance with these safeguards. Everlaw may update the Security Measures from time to time and without notice, provided that such updates and modifications do not materially decrease the overall security of the Service during the term of the Subscription.

The following Security Measures are in place to protect the Customer Data processed by Everlaw on behalf of Customer:

Measures of pseudonymization and encryption of Customer Data

- Everlaw requires full-disk hard drive encryption using AES-256 for all employee computers, and uses role-based access control (“RBAC”), multi-factor authentication (“MFA”), and account management procedures to control access to Customer Data.
- Everlaw encrypts data in transit and at rest using hybrid encryption techniques that constitute software-based encryption, hosting solutions (e.g. Amazon Web Services (“AWS”)), and self-encrypting drives to align with NIST Special Publication 800-53.
- Customer Data at rest is encrypted using the AES-256 algorithm.
- Everlaw uses Transport Layer Security (“TLS”) protocol version 1.2 or higher to protect HTTPS communications.
- For email security, Everlaw leverages opportunistic TLS encryption (OE) by default.

- Customer Data that resides in AWS is encrypted at rest as stated in AWS's documentation and whitepaper. Further information about AWS's security practices can be found at <https://aws.amazon.com/compliance/data-center/controls/>.
- AWS log-in credentials and private keys generated by the Service are for Everlaw's internal use only.
- Encryption keys are rotated at least annually.

Measures for ensuring ongoing confidentiality, integrity, availability, and resilience of processing systems and services

- Everlaw maintains a record of personnel authorized to access systems that contain Customer Data.
- Privileged access requires a formal account management and access control procedure that requires review and approval from a line manager or other executives, as dictated by Everlaw's information security policies.
- Everlaw deactivates authentication credentials of individuals promptly following the date of their employment or services termination or a role transfer that no longer requires access to Customer Data.
- Everlaw's personnel are legally obligated to maintain the confidentiality of Customer Data and this obligation continues even after their employment or services provided end.
- Employees complete mandatory training annually, which covers data privacy and governance, data protection, confidentiality, social engineering, password policies, and information security.
- Everlaw requires difficult-to-guess passwords for all employees and follows NIST best practices.
- Everlaw web application account passwords are hashed using bcrypt when stored.
- Everlaw web application sessions expire after 30 minutes of inactivity to prevent further access to the system.
- The Everlaw web application retains session locks until the session user reestablishes access using Everlaw identification and authorization procedures.

Measures for ensuring the ability to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident

- Everlaw maintains geographically-distributed data centers leveraging AWS cloud hosting infrastructure in several jurisdictions, including the United States (US East and West Regions), Canada (Central Region), Australia (Asia Pacific, Sydney Region), the United Kingdom (London Region), and the EU (Frankfurt Region).
- Everlaw's information systems have security controls designed to detect and mitigate attacks by using logs and alerting.
- Everlaw's incident reporting and response procedure aligns with NIST SP 800-61 guidance on handling incidents, including steps for breach notification.
- All incidents are logged in an incident tracking system that is subject to auditing on an annual basis.
- Everlaw has a business continuity and disaster recovery plan that incorporates input from periodic risk assessments, vulnerability scanning, and threat analysis.
- Everlaw conducts an incident response and business continuity and disaster recovery test annually that is used to inform the ongoing risk assessment and management process.

Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure the security of the processing

- Everlaw conducts regular risk assessments and monitors the effectiveness of its safeguards, controls, and systems, including conducting vulnerability scanning, annual penetration testing, intrusion detection, and continuous monitoring.
- Everlaw's vulnerability management program includes an independent testing team to perform vulnerability scanning and a variety of vulnerability scanning tools to assess its internal and external network environments against emerging security threats.
- Everlaw implements endpoint protection on its hosting environments, including antivirus, which are continuously updated with critical patches or security releases in accordance with Everlaw's Development & Configuration Management Policy.
- The servers that host the Everlaw Service are scanned for viruses and malware on a weekly basis.
- The Everlaw web application, network segmentation, and interconnections are protected by firewalls.

- The Amazon Virtual Private Cloud allows Everlaw services to operate in separate, virtual networks that are isolated from other external traffic.
- Everlaw's corporate equipment is protected to reduce the risks from environmental threats, hazards, and opportunities for unauthorized access.
- Sub-processors undergo onboarding due diligence to ensure compliance with security and privacy requirements, laws, and regulations. In addition and to the extent applicable, sub-processors are required to sign a Data Processing Addendum (DPA) that includes compliance with data protection laws, confidentiality, data retention, and access requirements.

Measures for user identification and authorization

- Everlaw uses commercially reasonable practices to identify and authenticate users who attempt to access information systems. Everlaw's authentication and password protection practices are designed to maintain the confidentiality and integrity of account credentials when they are assigned and distributed and during storage.
- Customers may set their own password complexity when choosing to enable Single Sign On via the SAML 2.0 protocol.

Measures for the protection of Customer Data during transmission

- Customer Data is encrypted in transit. Encryption is a requirement.
- All communications between the clients and Everlaw, as well as all third-party applications, take place over a secure HTTPS connection using TLS 1.2 protocol to ensure data in transit is encrypted.
- The Everlaw production environments include logical and physical separation of components using networking and software defined networking technologies where appropriate. Production, testing, and staging environments are also logically separated to ensure the security of Customer Data.
- All connections between Everlaw internal networks and the Internet or any other publicly-accessible computer network include an approved firewall or related access control system.

Measures for the protection of Customer Data during storage

- Customer Data is hosted by AWS. Everlaw maintains complete administrative control over its virtual servers.

- AWS Key Management System ("KMS") managed server-side encryption keys are used to encrypt data in our cloud infrastructure. AWS KMS is a secure and resilient service that uses FIPS 140-2 validated hardware security modules to protect keys that cannot be retrieved from the service by anyone or transmitted beyond the AWS regions where they were created.
- Customer Data within Everlaw's multi-tenant environments is logically segregated and attempts to access Customer Data outside allowed domain boundaries are prevented and logged (Customer Data can be logically and physically segregated in accordance with the Agreement).
- Antivirus scans are conducted regularly to detect malicious files present in the production environment and all access to Customer Data is logged.
- Customer Data is protected during storage by AWS endpoint protection, which includes firewalls and antivirus.

Measures for ensuring physical security of locations where Customer Data is processed

- Physical access to data hosting facilities is documented and managed by AWS.
- Everlaw limits access to its corporate offices to identified authorized individuals who require access for the performance of their job function and authorized visitors.
- Policy requires that all visitors to Everlaw's corporate offices are escorted at all times by authorized personnel.
- Physical access to Everlaw corporate offices is managed and administered by the Business Operations team.
- Everlaw uses commercially reasonable systems and measures to protect against loss of data due to power supply failure or disruptions to Everlaw office.
- Access to customer physical media is limited to employees who require access. The Data Operations team administers employees' access, which must be approved based on job role.
- Ad hoc access to customer physical media under specific requests are administered by the Data Operations team with the approval of the employee's supervisor.
- Everyone with access rights to an Everlaw corporate office must sign a non-disclosure agreement.

- Policy requires that access cards and/or keys are not shared or loaned to others without authorization.
- Policy requires that access cards and/or keys that are no longer required are returned to the Facilities team.
- Cards are not reallocated to another individual, bypassing the return process.
- Everlaw employees are responsible for notifying the Facilities team within 24 hours if their access cards and/or keys are lost, stolen or compromised.
- Cards and/or keys have no identifying information coded into them.
- Everlaw maintains an inventory of all customer physical media received by Everlaw. Everlaw imposes restrictions on handling Customer Data and has procedures for disposing of materials that contain Customer Data.
- Everlaw uses commercially reasonable processes to securely destroy customer physical media in accordance with the Agreement.

Measures for ensuring events logging

- Event and system access logs are logged, monitored, and reviewed periodically.
- User activity metrics and logs, configuration changes, deletions, and updates are written automatically to audit logs in operational systems.
- User activity metrics are available to customers within the Everlaw web application.
- Audit logs maintain detailed information such as timestamp, IP address, specific action taken, requested metadata.
- Certain log events on Everlaw such as timestamps, IPs, login/logouts, and errors are available to authorized employees for security investigations.
- Notifications and alerts are sent based on the rules configured in the monitoring systems to identify anomalies, suspicious network behavior, abnormal activities, and potential threats.
- Everlaw has a central Security Information and Event Management (SIEM) system and other product tools to monitor the security alerts generated by the Everlaw Service.

Measures for ensuring system configuration, including default configuration

- Everlaw has a Development & Configuration Management Policy to aid in securely controlling assets, configurations, and changes throughout the

software development lifecycle.

- Everlaw monitors changes to in-scope systems to ensure that changes follow the process and to mitigate the risk of undetected changes to the production environment. Changes are tracked in our change management platform.

Measures for internal security governance and IT management

- Everlaw maintains security documents describing its Security Measures and relevant procedures and responsibilities of its personnel. These include a suite of information security policies and procedures, security and privacy training documents, penetration and vulnerability scanning reports, and Service Organization Control (SOC) 2 Type II (or comparable) reports.
- Everlaw has established an Information Security Management System in accordance with the International Organization for Standardization ("ISO") 27001 standard. Information security-related business operations continue to be carried out in line with the ISO 27001 standard.
- The authority and responsibility for managing Everlaw's information security program has been delegated to the Governance, Risk, Compliance, and Trust team, who is authorized by senior management to take actions necessary to establish, implement, and manage Everlaw's information security program.

Measures for certification/assurance of processes and products

- Everlaw's system of internal control requires annual independent third-party audits to test the operational effectiveness of its program and practices. Annual audits include SOC 2 Type II (Security, Privacy, Confidentiality and Availability), ISO 27001, 27017, 27018, UK Cyber Essentials Plus and FedRAMP Moderate.
- In addition Everlaw has engaged independent auditors to review its compliance status for both HIPAA and GDPR, attesting to our commitment to safeguard the confidentiality, integrity, and privacy of information stored and processed in our Service.
- AWS has achieved: (A) SOC 1, 2, and 3; (B) ISO 27001, 27017, 27018, 27701, and 9001; (C) Cloud Security Alliance Security, Trust, Assurance and Risk Cloud Control Matrix v3.0.1; (D) FedRAMP; and (E) uses FIPS 140-2 validated cryptographic modules, in addition to meeting compliance standards for many other legal, security, and privacy frameworks. Further information

about AWS' security practices can be found at <https://aws.amazon.com/compliance/data-center/controls/>.

Measures for ensuring data minimization

- Customer Data collection by Everlaw is limited to the purposes of processing (or the data that the customer chooses to provide).
- Security Measures are in place to provide only the minimum amount of access necessary to perform the Service.

Measures for ensuring data quality

- Everlaw has a process that allows individuals to exercise their privacy rights (including a right to amend and update information), as described in Everlaw's Privacy Notice <https://www.everlaw.com/legal/privacy-notice/>.
- Software releases and updates/patches to Everlaw production environments are tested for functionality and security, including any significant modifications, major enhancements, and new systems, before deployment.

Measures for ensuring limited data retention

- Customer Data is retained as per the contractual terms agreed with the Customer and as required by applicable privacy law.
- After termination of a Subscription, Customer Data is deleted from the production environment within a commercially reasonable timeframe.

Measures for ensuring accountability

- Events and audit trails related to Everlaw Service and system access are logged, monitored, and reviewed periodically.
- Everlaw adopts the Three Lines of Defense governance model for its system of internal control. This model is designed to ensure the effective and transparent management of compliance obligations and risks by making accountabilities clear across the organization.

Measures for allowing data portability and ensuring erasure

- Customers have the ability to export Customer Data to CSV, PDF, and ZIP formats via the Everlaw web application.
- Everlaw has a process that allows individuals to exercise their privacy rights under Applicable Privacy Law, as described in Everlaw's Privacy Notice

<https://www.everlaw.com/legal/privacy-notice/>.

Data Privacy Framework Notice

Last Updated: April 26, 2024

Everlaw, Inc. ("Everlaw") complies with the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework (collectively, the "Data Privacy Framework" or "DPF"), as set forth by the U.S. Department of Commerce, regarding the collection, use, and retention of Personal Information transferred from the European Union, the United Kingdom, and Switzerland to the United States. Everlaw has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles with regard to the processing of Personal Information received from the EU and UK, and to the Swiss-U.S. Data Privacy Framework Principles with regard to the processing of Personal Information received from Switzerland (collectively, the "DPF Principles"). If there is any conflict between the terms in this DPF Notice and the DPF Principles, the DPF Principles shall govern.

To learn more about the Data Privacy Framework, and to view our certification, please visit the [Data Privacy Framework website](#).

Personal Information Collected. The types of Personal Information we receive in the U.S., as well as the purposes for which we collect and use it, are set out in the Everlaw [Privacy Notice](#).

Third Parties. Information about the types of third parties to which we disclose Personal Information, and the purposes for which we do so, is described in our [Privacy Notice](#). In the context of an onward transfer, Everlaw is responsible for the processing of Personal Information that it receives under the Data Privacy Framework and subsequently transfers to a third-party agent acting on our behalf. If such third-party agents process Personal Information in a manner inconsistent with the DPF Principles, we remain liable unless we prove we are not responsible for the event giving rise to the damage.

Your Rights. If you are located in the EU, UK, or Switzerland, you have the right to request access to the Personal Information that we hold about you

and request that we correct, amend, or delete your Personal Information if it is inaccurate or processed in violation of the DPF Principles. We will give you an opportunity to opt out where Personal Information we control about you is to be disclosed to a third party or used for a purpose that is materially different from those set out in our [Privacy Notice](#). If you wish to exercise your rights, or otherwise wish to limit the use or disclosure of your Personal Information, please contact us via the details provided below. You may also opt out of receiving marketing communications from us. You can use the unsubscribe option within Everlaw's marketing emails or unsubscribe via this email address: privacy@everlaw.com

Contact Us. If you wish to exercise your DPF rights, or have any questions or complaints related to Everlaw's participation in the Data Privacy Framework, we encourage you to contact us via privacy@everlaw.com. We will investigate and attempt to resolve any DPF-related complaints within 45 days of receipt. For any complaints related to the Data Privacy Framework that Everlaw cannot resolve directly, we commit to referring unresolved complaints concerning our handling of personal information received in reliance on the DPF to JAMS, an alternative dispute resolution provider which has locations in the United States, EU, the UK, and Switzerland. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit <https://www.jamsadr.com/DPF-Dispute-Resolution> for more information or to file a complaint. The services of JAMS are provided at no cost to you.

If neither Everlaw nor other dispute resolution mechanisms are able to resolve your complaint, you may pursue binding arbitration through the Data Privacy Framework. For further information, please visit [How to Submit a Complaint](#).

Enforcement. Everlaw's compliance with the DPF Principles is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC). Please note that under certain circumstances, we may be required to disclose your Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Updating This Notice: We may update this DPF Notice from time to time consistent with the DPF Principles. If we make updates that materially alter your privacy rights, we will provide additional notice, such as notifying you by email or posting a notice in the Service prior to the change becoming effective. Your continued access or use of our Services will signify acceptance of the terms of the updated DPF Notice.

Everlaw List of Sub-Processors

Last Updated: November 14, 2025

To support the delivery of the Service (e.g., infrastructure services, customer support, and communication services), Everlaw may provide limited access to Customer Data to the following Sub-processors. Any terms used in this Everlaw List of Sub-processors and not defined will have the meanings given to them in our [Customer Terms of Service](#) and [Data Processing Addendum](#).

ENTITY NAME	FUNCTION	COUNTRY OF PROCESSING
Amazon Web Services, Inc.	Cloud and AI Service Provider	As set out in our Data Processing Addendum , Customer may choose within which of Everlaw’s available AWS instances to have its Customer Data stored and processed. These encompass: United States, United Kingdom, EU (Germany), Canada, and Australia
Google LLC	Cloud and AI Service Provider	United States EU (only for Customers on Everlaw’s UK or EU instances)
Zendesk, Inc.	Cloud-based Customer Support (only applicable where Customer chooses to attach or upload Customer Data during	United States

	support communications)	
OpenAI, L.L.C.	AI Service Provider (only applicable where Customer enables certain AI functionality)	United States EU (only for Customers on Everlaw's UK or EU instances)
Pinecone Systems, Inc. (effective 12/1/25)	Vector database to facilitate vector search features (only applicable where Customer enables certain AI functionality)	United States

Everlaw Affiliates

ENTITY NAME	FUNCTION	COUNTRY
Everlaw, Inc.	Providing the Services, together with support services	United States
Everlaw UK Ltd.	Support services for the Services	United Kingdom

Security, endpoint detection, and response tools

We do not disclose these Sub-processors on our website, but Customers may request a list by emailing privacy@everlaw.com