

# Everlaw Terms of Service

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## Customer Terms of Service

These Customer Terms of Service (the “Terms”) are effective upon execution of an Order Form or click-through web form referencing these Terms (each an “Order Form” and together with these Terms, the “Agreement”), by and between Everlaw, Inc., a Delaware corporation (“Everlaw”) and the party named as Customer in the Order Form. This Agreement governs Customer’s access to and use of the services offered by Everlaw and described at <https://everlawstaging.wpengine.com> and referenced on the applicable Order Form (the “Service”).

### 1. The Service.

1. **Subscriptions.** Company and Customer may enter into one or more Order Forms referencing these Terms, pursuant to which Customer may purchase a subscription to access and use the Service, subject to this Agreement (a “Subscription”).
2. **Authorized Users.** An “Authorized User” is a person who the Customer, or a person with admin access on a Customer’s account, has invited to join Customer’s account on the Service, either via the interface of the Service or via a request to Everlaw. Authorized Users may be employees, contractors or agents of Customer, including attorneys representing Customer. Customer is responsible for all actions by Authorized Users on Customer’s account. Each Authorized User is subject to and must accept Everlaw’s User Terms of Service, available at <https://everlawstaging.wpengine.com/legal> as a condition of being added to Customer’s account as an Authorized User.
  1. **Access to the Service.** During the term of a Subscription, Everlaw shall provide Customer and Customer’s Authorized Users with non-exclusive access to the Service. Customer and the Authorized Users may use the Service solely for Customer’s own internal business

purposes and not for re-sale, in a service bureau arrangement or via distribution by any means not explicitly allowed under this Agreement.

3. **Trial Access.** Everlaw may, in its sole discretion, also offer Customers the ability to access and use the Service, or certain components of the Service, without payment, subject to these Terms (an "Unpaid Subscription"). Everlaw may terminate any Unpaid Subscription at any time, in its sole discretion, without liability to the applicable Customer. Anything to the contrary in these Terms notwithstanding, Everlaw's maximum aggregate liability with respect to any Unpaid Subscription shall not exceed \$100. Everlaw reserves the right to, in its sole discretion, view, delete or suspend Case Materials. Everlaw may also exclude and remove Customers from the platform and block email and IP addresses. Everlaw makes no representations or warranties as to system uptime or functionality.

## 2. **Billing and Payments.**

1. **Pricing Structure.** Fees for access to the Service are based on the amount of storage capacity used by Customer on the Service ("Storage Capacity"), as described on the applicable Order Form. The amount of Storage Capacity used by Customer shall in all cases be calculated on an unpacked, uncompressed, and unzipped basis. An Order Form may include a price per Gigabyte of Storage per month (a "Monthly Unit Price"). Additionally, an Order Form may include an annual subscription with a fixed minimum Storage Capacity reserved for use by Customer (an "Annual Minimum Commitment") with an annual fee (an "Annual Fee").
2. **Billing.** Unless otherwise stated on an Order Form:
  1. for an Order Form containing an Annual Minimum Commitment, (i) the Annual Fee is invoiced in advance upon execution of the Order Form, and (ii) use of Storage Capacity in excess of the Annual Minimum Commitment in a given month will be calculated monthly and invoiced monthly in arrears at the Monthly Unit Price; and
  2. for an Order Form containing only a Monthly Unit Price, use of Storage Capacity in a given month will be calculated monthly and invoiced monthly in arrears at the Monthly Unit Price.
3. **Invoices.** Unless otherwise stated on an Order Form, all invoices are due 30 days after the date thereof.
4. **Late Charges.** Late payments are subject to interest charges of 1.5% per month, or if lower, the maximum amount allowed by

law.

5. **Taxes.** Customer is solely responsible for payment of any taxes resulting from the use of the Service. If any such taxes are required to be withheld, Customer shall pay an amount to Everlaw such that the net amount payable to Everlaw after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.
6. **Billing Disputes.** Customer agrees that it will notify Everlaw within 30 days of receipt of an invoice from Everlaw if it intends to dispute the amounts owed under such invoice, and that after 30 days all undisputed invoices will be deemed to have been accepted.

### 3. **Intellectual Property Rights & Restrictions.**

1. **Case Materials.** As part of the Service, Customer or its Authorized Users may create or upload documents, images, files, annotations, notes, tags or other electronic records relating to litigation matters (the "Case Materials") to the Service. As between Customer and Everlaw, Customer retains all ownership of the Case Materials, and Everlaw agrees that it obtains no intellectual property rights in the Case Materials except the limited license set forth herein. Customer hereby grants Everlaw a limited, non-exclusive, royalty-free license to use the Case Materials to provide the Service to Customer and Customer's Authorized Users and to support, manage and improve the Service, subject to the confidentiality obligations set forth in this Agreement.
2. **Everlaw Intellectual Property.** Everlaw shall retain all intellectual property rights in the Service, including any and all derivatives, changes and improvements thereto, and Customer agrees that it obtains no intellectual property rights or licenses by these Terms except those expressly granted herein. Customer agrees that it shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Service; (ii) not represent that it possesses any proprietary interest in the Service; (iii) not directly or indirectly, take any action to contest Everlaw's intellectual property rights or infringe them in any way; and (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Everlaw.
3. **Everlaw Platform Data.** In the course of providing the Service, Everlaw may collect statistical data and performance information, analytics, meta-data, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer's

use of the Service (the “Platform Data”). Nothing in this Agreement shall restrict Everlaw’s right to collect Platform Data or to use it for any internal business purpose, provided however, that (i) Platform Data will not include any Case Materials, and (ii) Everlaw will not disclose Platform Data to any third party in a manner that allows such third party to identify Customer or any Authorized User, other than Everlaw’s employees, agents or service providers who are subject to obligations of confidentiality with respect to such Platform Data.

4. **Feedback.** Customer may, from time to time, provide Everlaw with ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service (collectively, “Feedback”). Customer hereby grants Everlaw a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to Everlaw on an “as-is” basis without warranties of any kind.
5. **Marketing Rights.** Customer consents to the inclusion of its name and logo on the Everlaw website and in Everlaw’s marketing materials, describing Customer as a customer of Everlaw.

#### 4. **Privacy and Security.**

1. **Security.** Without prejudice to Customer’s obligations under Clause 4.4 (Customer Responsibilities), Everlaw will implement reasonable and appropriate measures designed to help secure the Case Materials and Confidential Information against accidental or unlawful loss, access, or disclosure.
2. **Backups.** Everlaw will take commercially reasonable steps to back up Case Materials, conducted at least on a daily basis. Backed up data will be stored at two (2) separate geographical locations or more and will be erased, destroyed, or otherwise made unrecoverable within a commercially reasonable timeframe.
3. **Account Security.** Login credentials cannot be shared or used by more than one individual authorized user. Customer will notify Everlaw immediately if Customer believes that an unauthorized third party has accessed Customer’s account on the Service, or that an Authorized User’s account credentials or Case Materials have been compromised.
4. **Data Privacy.** Except as described in this Agreement and in Everlaw’s Privacy Policy, available at <https://everlawstaging.wpengine.com/privacy> (the “Privacy Policy”), or as otherwise required by applicable law, Everlaw will

not disclose Case Materials or Customer's Confidential Information to any third party.

5. **Customer Responsibilities.** Customer acknowledges and agrees that Everlaw does not require any specific data from Customer or its Authorized Users for the purposes of providing the Service and that Customer and its Authorized Users control the content of any Case Materials inputted, transmitted, uploaded, transferred, submitted, replicated or in any other way accessed or used through the use of and for the purposes of providing the Service. Accordingly, Customer is solely responsible for accuracy, content and legality of all Case Materials uploaded by (or on behalf of) Customer or its Authorized Users to the Service. In addition, Customer acknowledges and agrees that it shall be responsible for procuring and maintaining any necessary consents and permissions and providing and making any necessary notifications required to ensure: (i) Customer is lawfully (without being in breach of applicable laws) able to disclose, provide or make available to the Case Materials to Everlaw in connection with this Agreement and the Service, including (but not limited to) any consents required to enable the lawful transfer of Case Materials to Everlaw located in the United States; and (ii) Everlaw is lawfully (without being in breach of applicable law) able to use, store, handle and process the Case Materials in accordance with and for the purposes contemplated by this Agreement.
6. **EU Data Processing Addendum.** To the extent Everlaw processes any Case Materials that include "personal data" protected by Data Protection Laws (defined in the DPA), Everlaw agrees to process such personal data in compliance with Everlaw's Data Processing Addendum, available at <https://everlawstaging.wpengine.com/legal/data-protection/dpa> (the "DPA"), which is hereby automatically incorporated by reference.
7. **California Consumer Privacy Act.** Customer acknowledges and agrees that Everlaw's California Data Privacy Addendum, available at <https://everlawstaging.wpengine.com/legal/data-protection/cdpa> (the "CDPA") is hereby automatically incorporated into this Agreement by reference.
8. **HIPAA.** Customer agrees that any transfer by Customer to Everlaw of any "personal health information", as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is subject to Everlaw's Business Associate Agreement, available at <https://everlawstaging.wpengine.com/legal/data->

[protection/baa](#) (the “BAA”), which is hereby incorporated by reference.

## 5. Confidentiality.

1. **Confidential Information.** “Confidential Information” shall mean all information of a party disclosed to the other party, regardless of the form of disclosure, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential (i) with respect to Customer, the Case Materials, but not the Platform Data, and (ii) with respect to Everlaw, the pricing terms offered to Customer by Everlaw.
2. **Nondisclosure.** Each party (each a “Receiving Party”) agrees that (i) it shall use and reproduce the Confidential Information of the other party (the “Disclosing Party”) only for purposes of exercising its rights and performing its obligations under these Terms and only to the extent necessary for such purposes and (ii) it shall restrict disclosure of such Confidential Information to the Receiving Party’s employees, consultants, service providers or advisors who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as these Terms, and shall not otherwise disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The Receiving Party will exercise at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. Notwithstanding the foregoing, it shall not be a breach of these Terms for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.
3. **Exceptions.** Notwithstanding anything to the contrary herein, neither party shall be liable for using or disclosing information that such party can prove: (i) was publicly known at the time it was disclosed or has become publicly known through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated

by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of these Terms by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in these Terms.

## **6. Representations and Warranties.**

- 1. Customer Representations and Warranties.** Customer Represents and warrants to Everlaw that: (i) Customer has all necessary right and authority to upload the Case Materials to the Service without infringement upon any third party's proprietary or privacy rights, including intellectual property rights; (ii) the Case Materials do not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (iii) Customer will use the Service in compliance with all applicable laws, rules and regulations, and in accordance with these Terms.
- 2. Everlaw Representations and Warranties.** Everlaw represents and warrants to Customer that Everlaw will provide the Service to Customer in accordance with all applicable laws, rules and regulations.
- 3. 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, in accordance with its terms.
- 4. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE 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 COURSE OF PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, 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.

### 7. Indemnification.

1. **Indemnities.** Customer shall defend, indemnify and hold harmless Everlaw and its officers, directors, consultants, employees, successors and permitted assigns, from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from any claim, demand, action, subpoena, request or attestation (collectively, a "Claim") arising from (i) the use or display of any Case Materials in accordance with these Terms; (ii) any litigation matter in which Customer or any Authorized User is engaged; or (iii) Customer's breach of its obligations or inaccuracy of its warranties hereunder.
2. **Indemnification Procedure.** Everlaw shall provide Customer with: (i) prompt written notice of such Claim; (ii) sole control over the defense and settlement of such claim; and (iii) information as may be reasonably requested by Customer. Everlaw will have the right to approve the counsel selected by Customer for defense of any such claim, which approval will not be unreasonably withheld. Customer shall not settle any such Claim in a manner that does not unconditionally release Everlaw without Everlaw's written consent, not to be unreasonably withheld or delayed.

### 8. Limitation of Liability.

1. **Exclusion of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **Maximum Aggregate Liability.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.
3. **Acknowledgement.** THE LIABILITIES LIMITED BY THIS SECTION 8 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT



PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 8, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.

9. **Term; Termination.**

1. **Term.** These Terms shall be effective for so long as there is an Order Form in effect between Customer and Everlaw, or until otherwise terminated as provided herein.
2. **Termination for Cause.** Either party may terminate these Terms by giving written notice to the other party if: (i) the other party breaches a material provision of these Terms and fails to cure the breach within 30 days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
3. **Effect of Termination.** Upon termination or expiration of these Terms for any reason, Customer's right to access and use the Service shall immediately terminate and Customer will immediately cease use of the Service.
4. **Survival.** Sections 3 (Intellectual Property Rights & Restrictions), 4 (Privacy and Security), 5 (Confidentiality), 7 (Indemnification), Section 6 (Representations and Warranties), 8 (Limitation of Liability), 11 (Miscellaneous) shall survive any expiration or termination of these Terms.

10. **Changes to these Terms.** These Terms are subject to occasional revision. Everlaw will notify Customer of any changes to these Terms by posting the new Terms on the Service and updating the "Last Updated" date below. Everlaw will also notify Customer of material changes by sending an email to the email address Customer have provided to us. For existing Customers, any changes to these Terms will be effective thirty calendar days following notification of such change, and for new Customers entering into these Terms after the new "Last Updated" date, these changes 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.

11. **Miscellaneous.**

1. **Governing law.** These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles, and any dispute arising from these Terms shall be brought exclusively before the state and federal courts in Alameda, California, and each party irrevocably submits to the jurisdiction of such courts. The foregoing notwithstanding, if Customer is principally based in any country other than the United States or Canada, then these Terms will be governed by the laws of England and Wales, without regard to its conflict of laws principles, and any dispute arising from these Terms shall be brought exclusively before the courts located in London, England, and each party irrevocably submits to the jurisdiction of such courts.
2. **Assignment.** Neither party may transfer or assign its rights or obligations under these Terms to any third party without the prior written approval of the other party, except for an assignment to an affiliated company or to a successor in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by email.
4. **Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. These Terms will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
5. **Severability.** If any provision of these Terms is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
6. **Temporary Suspension.** Everlaw may temporarily suspend Customer'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 these Terms; or (c) Customer fails to pay fees

owed to Everlaw in accordance with this Agreement. In the event of any suspension pursuant to this section, Everlaw will use commercially reasonable efforts to provide written notice thereof to Customer, and to restore access to the Service as promptly as reasonably practicable.

7. **Force Majeure.** Except for payment obligations under these Terms, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

Last updated: 11/26/2020

## User Terms of Service

These User Terms of Service (the "User Terms") form a binding agreement between you, in your individual capacity, and Everlaw, Inc., a Delaware corporation ("Everlaw") and govern your access to and use of the services offered by Everlaw and described at [everlawstaging.wpengine.com](https://everlawstaging.wpengine.com) (the "Service").

1. **Customer Agreement.** You are joining an account on the Service either (i) belonging to a third party customer of Everlaw (an "Organization"); (ii) created by you (an "Individual Customer"); or (iii) pursuant to an agreement between either you as an Individual Customer or an Organization on the one hand, and one of Everlaw's partners or resellers (a "Reseller") on the other hand, with Organizations, Individual Customers and Resellers also referred to as "Customer", which is subject to either the Customer Terms of Service available at [everlawstaging.wpengine.com/legal](https://everlawstaging.wpengine.com/legal), or a separate written agreement between Everlaw and Customer (the "Agreement").
2. **Acceptance of User Terms.** By accepting an invitation to join a Customer's account on the Service, accessing the Service via an agreement with a Reseller, or otherwise accessing and using the Service, or clicking "I accept" when presented with these User Terms, you agree to be bound by these User Terms. You represent and warrant that (i) you have read, understand, and agree to be bound by these User Terms, and (ii) you are at least 18 years of age. If you do not wish to be bound by these User Terms, you may not access or use

the Service. The Service is not designed for users under the age of 18, and if you are younger than 18 you may not use the Service.

3. **Access to the Service.** You acknowledge and agree that your access to the Service is subject to the terms of the Agreement. If the applicable Customer on your account is an Organization, your access to the Service may be revoked by such Organization at any time. If the applicable Customer on your account is a Reseller, your access to the Service may be limited by the applicable agreement between you or the applicable Organization and the Reseller. In all cases, your access to the Service is additionally dependent on the applicable Customer maintaining the effectiveness of the Agreement and complying with its terms.
4. **Relationship with Everlaw.** As between Everlaw and Customer, you agree that it is solely Customer's responsibility to (i) inform you of any relevant Customer policies and practices and any settings that may impact the processing of Customer data; (ii) obtain any rights, permissions or consents from you that are necessary for the lawful use of Customer data and the operation of the Services; (iii) ensure that the transfer and processing of Customer data under the contract is lawful; and (iv) respond to and resolve any dispute with you relating to or based on Customer data, the Services or Customer's failure to fulfill these obligations. EVERLAW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND " AS AVAILABLE" BASIS.
5. **Privacy Policy.** You acknowledge and agree that your access to the Service is subject to the Everlaw Privacy Policy and/or E.U. Privacy Notice, if applicable, available at [everlawstaging.wpengine.com/privacy](https://everlawstaging.wpengine.com/privacy) (the "Privacy Policy").
6. **Acceptable Use.**
  1. You acknowledge and agree that at all times in your use of the Service you will: (i) comply with these User Terms; (ii) comply with all applicable law, rules and regulations; (iii) upload to the Service only information to which Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law; (iv) use commercially reasonable efforts to prevent unauthorized access to, disclosure of, or use of the Service; (v) keep passwords and all other login information confidential; (vi) monitor and control all activity conducted through your account in connection with the Services; (vii)

promptly notify Everlaw if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and (viii) comply in all respects with all applicable terms of the third party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.

2. You acknowledge and agree that at all times in your use of the Service you will not: (i) permit any third party to access or use your username or password for the Service; (ii) use the Service to store or transmit any material that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful; (iii) upload to, or transmit from, the Service any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Service or on the systems of Everlaw or any third party; (iv) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Service (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Service, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law); (v) attempt to gain unauthorized access to the Service or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Service; (vi) access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services; (vii) use the Services in any manner that may harm minors or that interacts with or targets people under the age of eighteen; (viii) engage in activity that incites or encourages violence or hatred against individuals or groups; (ix) impersonate any person or entity, including, but not limited to, an employee of Everlaw or another user of the Service, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity; (x) use the Service to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States

government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism; (xi) access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, “scraping” or creating accounts in bulk); (xii) send unsolicited communications, promotions or advertisements, or spam; (xiii) send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”; (xiv) sublicense, resell, time share or similarly exploit the Services; (xv) use contact or other user information obtained from the Services (including email addresses) to contact users outside of the Service without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for use outside of the Services; or (xvi) authorize, permit, enable, induce or encourage any third party to do any of the above.

7. **Suspension of Access.** Everlaw may suspend your access to the Service if Everlaw reasonably determines that: (a) your use of the Service disrupts or creates a security risk to the Service or Everlaw systems; or (b) you are using the Service in violation of any applicable law or regulation, these User Terms, or the applicable Agreement. In the event of any suspension pursuant to this section, Everlaw will use commercially reasonable efforts to provide you written notice thereof, and to restore access to the Service as promptly as reasonably practicable.
8. **Intellectual Property Rights & Restrictions.** Everlaw shall retain all intellectual property rights in the Service, including any and all derivatives, changes and improvements thereto, and you agree that you obtain no intellectual property rights or licenses by these User Terms except those expressly granted herein.
9. **Limitation of Liability.**
  1. **Exclusion of Damages** IN NO EVENT WILL EVERLAW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  2. **Maximum Aggregate Liability.** EVERLAW’S MAXIMUM

AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$100.

3. **Acknowledgement.** THE LIABILITIES LIMITED BY THIS SECTION 9 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9, EVERLAW'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.

10. **Changes to the User Terms.** These User Terms are subject to occasional revision. We will notify you of any changes to our User Terms by posting the new User Terms on the Service and updating the "Last Updated" date below. We will also notify you of material changes by sending an email to the email address you have provided to us. Changes to these User Terms will be effective thirty calendar days following notification of such change, but for new users entering into these User Terms after the new "Last Updated" date, these changes will be effective immediately. Continued use of the Service following such changes will indicate your acknowledgement of such changes and agreement to be bound by the updated version of these User Terms.

11. **Miscellaneous.**

1. **Governing law.** These User Terms are governed by the laws of the State of California, without regards to its conflict of laws principles, and any dispute arising from these User Terms shall be brought exclusively before the state and federal courts in Alameda, California, and each party irrevocably submits to the jurisdiction of such courts. The foregoing notwithstanding, if Customer is principally based in Europe, or anywhere in the United Kingdom, then these User Terms will be governed by the laws of England and Wales, without regards to its conflict of laws principles.
2. **Assignment.** You may not transfer or assign its rights or obligations under these User Terms to any third party without the prior written approval of Everlaw, but Everlaw may freely do so without consent, including without limitation in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall be void. Subject to the

foregoing, these User Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

3. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by email.
4. **Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. These User Terms will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
5. **Severability.** If any provision of these User Terms is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
6. **Force Majeure.** Except for payment obligations under these User Terms, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

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