



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Awards Schedule

CONTRACT NUMBER: 47QTCA18D00C6

CONTRACT PERIOD: May 5, 2018 TO May 14, 2023

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Everlaw, Inc.
2101 Webster Street, Suite 1500
Oakland, CA 94612

CONTRACTOR'S ADMINISTRATION SOURCE: john.carr@everlaw.com

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
518210C	Cloud Computing Services – Subject to Cooperative Purchases

2. MAXIMUM ORDER*:

518210C \$5,000,000; per order

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Worldwide
5. POINT(S) OF PRODUCTION: USA
6. DISCOUNT FROM LIST PRICES: All prices are net; basic discounts have been applied.
7. QUANTITY DISCOUNT(S): Additional 5% discount for single task orders over \$250,000
8. PROMPT PAYMENT TERMS: None
- 9.a. Government Purchase Cards are accepted at or below the micro-purchase threshold.
- 9.b. Government Purchase Cards are accepted above the micro-purchase threshold.
10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY: 30 DAYS
- 11b. EXPEDITED DELIVERY: CONTACT COMPANY ADMINISTRATOR
- 11c. OVERNIGHT AND 2-DAY DELIVERY: CONTACT COMPANY ADMINISTRATOR
- 11d. URGENT REQUIREMENTS: CONTACT COMPANY ADMINISTRATOR
12. FOB POINT: Not Applicable
- 13a. ORDERING ADDRESS: Same as Contractor's address.
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. PAYMENT ADDRESS: Same as Contractor's address.
15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
16. EXPORT PACKING CHARGES: Not applicable.
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepted at or below and above the micro-purchase level.
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: N/A

25. DUNS NUMBER: 054953010

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Active

MFR PART NO	PRODUCT NAME	GSA OFFER PRICE (Monthly)
EVER-VPC-1MO-ENV	Virtual Private Cloud Instances - 1 VPC Monthly Subscription	\$13,476.07
EVER-GCC-1MO-ENV	Government Community Cloud (fed.everlaw.com) Access - 1 GCC Monthly Subscription	\$4,439.55
EVER-ADATA-1MO-500GB	Active Data Bundle Subscription Increase - 500 GB	\$6,700.25
EVER-ADATA-1MO-1TB	Active Data Bundle Subscription Increase - 1 TB	\$10,881.61
EVER-ADATA-1MO-5TB	Active Data Bundle Subscription Increase - 5 TB	\$40,050.38
EVER-ADATA-1MO-10TB	Active Data Bundle Subscription Increase - 10 TB	\$68,010.08
EVER-ADATA-1MO-50TB	Active Data Bundle Subscription Increase - 50 TB	\$244,332.49
EVER-RDATA-1MO-1TB	Archive Data Bundle Subscription Increase - 1 TB	\$1,088.16



The Everlaw Difference

Everlaw is a modern approach to ediscovery that enables teams to quickly and easily discover relevant information, reveal details hidden in huge document troves, and collaboratively act on the information. *Our mission is to promote justice by illuminating truth.*



Discover

Data ingestion

- Self-service data uploads, for native and processed data
- Cloud storage integration
- Fast ingestion processing engine

Search

- Search filters
- Visual query builder
- Search term reports

Review

- Native document support
- Customizable review interface
- Automated redactions
- Context panel

Productions

- Production modifications, including one-click clawbacks
- Customized productions
- Production modifications
- Exports & shareable links



Reveal

Hidden data conversion

- Foreign language translation
- A/V transcription
- Modern data formats

Predictive coding

- Accessible models
- Integrated results
- Rigorous performance metrics
- Weighted phrases

Data visualization

- Graphical display
- Interactive customization
- File path explorer
- Dashboard



Act

Secure collaboration

- In-platform messaging
- Per document collaboration
- Flexible sharing options

Narrative building

- StoryBuilder Outlines
- StoryBuilder Chronology
- Exhibits

Matter management

- Case analytics
- Organization administration
- Project administration

“Everlaw really listens to us and is constantly committed to building and improving the platform. Many of our suggested features and functionalities are now part of the platform”

Paralegal, Kegler Brown



Our Principles



Innovation

- Impactful product releases every four weeks
- Features instantly deployed to all customers/cases
- Quarterly feature prioritization, incorporating client feedback



Transparency

- Authentic interactions with platform team
- Insights provided across cases and matters
- Straightforward pricing and an absence of hidden fees



Respect for Users

- Elegant solutions with thoughtful design
- Relentless focus on user satisfaction
- Automation as a strength



Speed

- Every step streamlined or automated: ingesting, searching, reviewing, or producing documents
- 400K+ documents processed and produced per hour
- Blink-speed search with instant results
- Documents rendered in 1/8th of a second
- Document review benchmarks at 105 docs per hour



Security

- Ongoing commitment to enterprise-class security and privacy
- Third-party validation: SOC 2 Type II, HIPAA Compliance, GDPR-readiness, and FedRAMP authorized

Everlaw Descriptive Pricing Literature

General Service

Everlaw's FedRAMP authorized platform is a fully contained Software as a Service annual subscription model. The subscription is based on storage utilization, capturing the peak storage on the platform during the course of a month. This fee blends all features and functionality together so that our clients only have to concern themselves with data stored on the platform from a commercial standpoint.

Our subscriptions include:

- All the hardware and infrastructure to host the platform
- An unlimited number of users and cases - Every platform feature including new releases
- Unlimited data processing, productions, and exports
- Unlimited training, support, and product certification

Subscription Options

Platform Options

Subscribing to Everlaw's platform on GSA MAS in a few easy steps. All subscribers can start off by selecting one of two platform plans. Everlaw offers:

Everlaw's Government Community Cloud (GCC) Platform - The Everlaw Government Community Cloud (GCC) is Everlaw's multi-tenant cloud solution built exclusively for the public sector on Amazon Web Services, providing an easy entry point to use Everlaw's services without requiring an environment built exclusively for them. All Clients' data is logically separated eliminating the risk of data cross-pollination. The Everlaw GCC Plan provides access to the platform, and an Active Data or Archived Data may be purchased separately.

Everlaw Virtual Private Cloud (VPC) Platform - The Everlaw Virtual Private Cloud (VPC) Plan offers a standalone environment for agencies looking for both logical and physical separation of their data. Subscribers will have access to Everlaw on their own unique web domain ([http://\[agency\].everlaw.com](http://[agency].everlaw.com)) and an additional layer of global administration that is not available with the GCC option. Typically, Everlaw clients select this plan for either for better control and management of the environment or for additional security. Additional Active Data or Archive Data may be purchased separately.

Data Storage Options

Active Data Bundle Subscription - The Active Data Bundle Subscription allows Everlaw clients to add Active data capacity to the base platform subscription licensed. Active data refers to data added to the Everlaw platform that is visible and accessible by users. All data added to the platform will be considered Active upon ingest and will be counted towards the selected data capacity until the data is either removed or placed in an Archive state. Should data be placed in an Archive state and then subsequently revived, the data would count toward the Active data capacity upon revival. Active Data may be purchased in 500 GB, 1 TB, 5 TB, 10 TB, 50 TB increments.

Archive Data Bundle Subscription - The Archive Data Bundle Subscription allows Everlaw clients to store data on the platform that is not currently in use at a significantly reduced rate. Cases, investigations and FOIA requests have a tendency to go dormant at times yet they may need to be stored for extended periods for compliance reasons or may need to come back online at some point and cannot be deleted. The Archive Data Bundle Subscription allows clients to store these dormant cases on Everlaw at a substantially reduced rate, but they will be hidden from view for all users until returning to an Active state. All clients are able to suspend cases whenever they wish, but clients on the Everlaw Public Sector Cloud cannot revive cases without involving Everlaw support (cases will be revived on the same business day by Everlaw support and at no additional fee). Archive Data may be purchased in 1 TB increments.

Everlaw

Master Service Agreement

This Master Service Agreement (the "Agreement") is entered into as of [_____] (the "Effective Date") by and between Everlaw, Inc. ("Everlaw," "we," "us," or "our") and [_____] ("Customer", "you" or "your"), effective as of [_____] , and governs your access to and use of the Service. This Agreement includes and incorporates the Privacy Policy available at www.everlaw.com/privacy_policy.html. Customer is an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2I, as may be revised from time to time. Customer cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

1. Use of the Service.

- 1.1. Generally. During the term of any effective Purchase Order referencing, and executed by the parties hereto in connection with, this Agreement (a "Purchase Order"), we will provide, and you may access and use, the Service in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service.
- 1.2. Your Account. To use the Service, you must activate your account by logging in to the Service using the administrator username and password provided by us or an authorized Everlaw reseller (a "Partner"). At your request, Everlaw or our Partner will provide you with additional usernames and passwords (administrator or otherwise) under your account for any additional End Users. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our Partners and affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if any username or password provided to you or your End Users is lost or stolen. "End User" means any individual or entity that directly, or indirectly through another user, accesses or uses the Service under your account.
- 1.3. Support. If you would like document conversion support or other support related to the Service other than the support we generally provide to other users of the Service without charge, Everlaw or our Partner may provide such support at the rates set forth in the applicable Purchase Order (or, if no rate is set forth, at our then-current standard rates).
- 1.4. Acceptable Use. You may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal or harmful use, or to transmit, store, display, distribute or otherwise make available content that is illegal. You may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"), including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

2. Security and Data Privacy.

- 2.1. Security. Without limiting Section 7, we will implement reasonable and appropriate measures designed to help secure Your Content against accidental or unlawful loss, access or disclosure. "Your Content" means any data, text, audio, video, images, or other content uploaded, entered into, added, or modified on the Service by or on behalf of you or any End User.
- 2.2. Data Privacy. Except as required to provide the Service, such as the provision of machine translations via the Google Translate API, or as otherwise required by applicable law, we will not disclose Your Content to any third party; provided, however, that in the event all or part of our business is acquired, we may transfer Your Content to the acquirer subject to the acquirer's compliance with the terms of this Agreement with respect to Your Content.

- 2.3. Data Collection. We do not store any information not expressly provided by you, regardless of whether your browser sends a "Do Not Track" signal.
3. Fees and Payment. For Purchase Orders directly between you and Everlaw, we invoice fees and charges as described in the applicable Purchase Order. Unless otherwise set forth on a Purchase Order, all such fees are payable, in full, in the form of a single payment, within 30 days after invoice. We may charge you a late fee at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. All fees and charges payable by you are exclusive of applicable taxes and duties. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state and local taxes and duties.
4. Term and Termination.
- 4.1. Term. The term of this Agreement will commence on the Effective Date, and will remain in effect until the earlier of (i) the date on which all Purchase Orders have expired or been terminated, and (ii) the date on which this Agreement is terminated by you or us in accordance with Section 4.2.
- 4.2. Termination.
- 4.2.1. General. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act (41 U.S.C §§ 7101-7109), unless such remedy is otherwise ordered by a United States Federal Court.
- 4.2.2. Termination for Material Breach. Either party may terminate any Purchase Order or this Agreement upon 30 days advance notice to the other party if there is any material breach of this Agreement by the other party, unless the defaulting party has cured the material breach within the 30-day notice period.
- 4.2.3. Survival. Sections 6, 7, 8 and 9 will survive any termination of this Agreement or any Purchase Order, together with any payment obligations accrued prior to such termination.
- 4.2.4. Removal of Data. In the event of a termination pursuant to this Section 4.2, Everlaw will retain Your Content for a period of 30 days after the date of termination. After such time Everlaw may permanently delete Your Content at its discretion, unless prohibited by law.
- 4.3. Temporary Suspension. We may suspend your or any End User's right to access or use any portion or all of the Service immediately upon notice to you if we determine that: (a) your or an End User's use of the Service (i) poses a security risk to, or may otherwise adversely impact, the Service or any System, or (ii) may subject us, our Partners or affiliates, or any third party to liability; or (b) you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days.
5. Proprietary Rights.
- 5.1. Your Content. You or your licensors own all right, title, and interest in and to Your Content. Except as explicitly provided in this Agreement, we obtain no rights under this Agreement to Your Content, including any related intellectual property rights. You consent to, and hereby grant us a limited, non-exclusive, royalty free license to, use Your Content (a) to provide the Service to you and any End Users, and (b) in aggregated and anonymized form for our internal business purposes, including providing and optimizing its services and products, performing analytics, and marketing.
- 5.2. Service. We or our licensors own all right, title, and interest in and to the Service and all software and other technology and materials used to provide the Service. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, during the term of this Agreement, to access and use the Service solely in accordance with this Agreement and subject to compliance with its terms. Except as explicitly provided in this Section 5.2, you obtain no rights under this Agreement to the Service, including any related intellectual property rights. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service, or (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service. Portions of the Service are licensed subject to the additional terms of the applicable open source or other license conditions and/or copyright notices that may be located on our website or in other documentation or materials accompanying the Service (the "Incorporated Terms"), which Incorporated Terms are hereby incorporated into this Agreement.
- 5.3. Marketing Rights. You consent to the inclusion of your name and logo on our website and in our marketing materials. Specifically, you grant us the right to (a) publish your corporate logo on our website and in marketing

materials that include examples of customers and (b) publicly acknowledge you as our customer on our website and in marketing materials other than press releases.

6. Indemnification. We agree to indemnify and hold harmless you and your affiliates, and each of their respective officers, employees, directors, agents and representatives from and against any claims, losses, damages, liabilities and costs, including reasonable attorneys' fees, incurred in connection with a claim by any third party due to or arising out of: the infringement by the Service of such third party's intellectual property rights; or violation of this Agreement, applicable law or the rights of a third party by us.
7. Representations and Warranties; Disclaimer.
 - 7.1. Each party represents and warrants (a) that it has the legal power to enter into this Agreement, (b) that this Agreement is a valid and binding obligation of such party, and (c) that it shall comply with all applicable laws, rules and regulations.
 - 7.2. Everlaw represents and warrants that the Service, when used in accordance with the terms of this Agreement, will not violate the intellectual property rights of any third party.
 - 7.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
8. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY OR ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH PARTY AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE EVENT THAT FIRST GAVE RISE TO THE CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act (31 U.S.C. §§3729-3833).
9. Audit. During the term of this Agreement: (a) if Customer's security requirements included in an Order Form are met, Everlaw or its designated agent may audit Customer's facilities and records to verify Customer's compliance with the Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Everlaw will give Customer written notice of any non-compliance ("Notice"); or (b) If Customer's security requirements are not met, Customer will run a self-assessment with tools provided by and at the direction of Everlaw ("Self-Assessment") to verify Customer's compliance with the Agreement.
10. Miscellaneous.
 - 10.1. Contract Formation. Subject to FAR Sections 1.601(a) and 43.102, this Agreement must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Customer must be included within the contract signed by the Customer.
 - 10.2. Notices. All notices shall be in writing and shall be sent to the addresses or email addresses noted on the Purchaser Order.
 - 10.3. Choice of Law and Forum. Subject to the Contracts Disputes Act and Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act or any similar U.S. Federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.
 - 10.4. Waiver and Severability. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision by us. If any provision of this Agreement is found by a court of

competent jurisdiction to be invalid, the court will endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement will remain in full force and effect.

- 10.5. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war; provided, however, that subject to FAR 52.212 -4(f) Excusable delays - unilateral termination by Everlaw does not apply to a Government order and Everlaw shall not have any right to unilaterally terminate this Agreement pursuant to this paragraph.
- 10.6. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 10.7. Assignment. Neither party may assign this Agreement, or delegate or sublicense any of its rights under this Agreement, without the other party's prior written consent, except either party may assign this Agreement (including all Purchase Orders) without the consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets or business. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. Provided further, that all provisions of this paragraph regarding assignment are subject to FAR 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements.
- 10.8. Advertisements and Endorsements. Unless specifically authorized by Customer in writing, use of the name or logo of any U.S. Government entity is prohibited.
- 10.9. Public Access to Information. Everlaw agrees that the MSA and this Rider contain no confidential or proprietary information and may be made available to the public and is subject to the Freedom of Information Act (5 U.S.C. §552) and any order by a United States Federal Court.
- 10.10. Future Fees or Penalties. No terms hereof that violate the Anti-Deficiency Act (31 U.S.C. §1341, 41 U.S.C. §11) prohibition on the Government paying any fees or penalties beyond the contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access to Justice Act 31 U.S.C. §3901, 5 U.S.C. §504 will have any force or effect.
- 10.11. U.S. Government Rights. The Service is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.