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 15, 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)

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<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
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<tr>
<td>518210C</td>
<td>Cloud and Cloud-Related IT Professional Services</td>
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<tr>
<td>511210</td>
<td>Software Licenses</td>
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2. MAXIMUM ORDER*:

<table>
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<tr>
<th>SIN</th>
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<tr>
<td>518210C</td>
<td>$500,000; per order</td>
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<tr>
<td>511210</td>
<td>$500,000; per order</td>
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*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 (BPAs) 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. UEI: VL9GLDMAN889

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

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<th>Type</th>
<th>Data Capacity</th>
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<th>UPC-A</th>
<th>GSA Offer Price (Monthly)</th>
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**Everlaw Descriptive Pricing Literature**

**General Service**

Everlaw's FedRAMP-Moderate authorized platform, built on AWS-GovCloud, is a fully contained Software as a Service annual or monthly-based 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**

everlaw.com
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 a Data Subscription 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) and an additional layer of global administration that is not available with the GCC option. Typically, Everlaw clients select this plan either for better control and management of the environment or for additional security. Additional Data Subscriptions may be purchased separately.

**Data Storage Options**

Everlaw clients may purchase any combination of the below subscriptions based on either a monthly-consumption based model or an annual-based model with a fixed minimum storage capacity.

**Active Data Monthly or Bundle Subscription** - The Active Data 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 with full project functionality. Unless the customer has also purchased an Early Case Assessment Subscription, 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 Suspended state. Should data be placed in an Suspended state and then subsequently revived, the data would count toward the Active data capacity upon revival.

- For monthly-consumption based model subscriptions, fees will be based on the total amount of storage customer use each month.
- For bundle subscriptions, Active Data may be purchased in 500 GB, 1 TB, 5 TB, 10 TB, or 50 TB increments.

**Early Case Assessment (ECA) Monthly or Bundle Subscription** – The Early Case Assessment Subscription allows Everlaw clients to add data capacity to the ECA area of the platform to the base platform subscription licensed. To help with the costs associated with hosting large amounts of data, only a portion of which will need to be reviewed, Everlaw offers ECA databases. These databases contain both a limited-functionality ECA project and at least one full-functionality review project. ECA projects have a limited feature set that is targeted specifically toward the ECA stage of a matter. Everlaw users can promote batches of documents that have been identified as requiring additional review to an active review project. Documents housed in the ECA project but not in a review project are billed at a lower rate than documents housed in both.
• For monthly-consumption based model subscriptions, fees will be based on the total amount of ECA storage that customer use each month.
• For bundle subscriptions, ECA Data may be purchased in 1 TB, 10 TB, 50 TB increments and must be accompanied by an Active Data Bundle Subscription of any size.

Suspended Data Monthly or Bundle Subscription - The Suspended Data 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 Suspend Data 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 or reactivate cases whenever they wish.
• For monthly-consumption based model subscriptions, fees will be based on the total amount of Suspended storage that customer uses each month.
• For bundle subscriptions, Suspended Data may be purchased in 1 TB increments.
Everlaw
Federal Terms of Service

These Everlaw Federal Terms of Service (the “Terms”), are effective when (A) an agency or entity of any branch of the US Federal government or entity authorized to purchase under Multiple Award Schedule contracts (the “Federal Customer”) places an order or makes an award to Everlaw, Inc. (“Everlaw”); or (B) an authorized Everlaw federal partner (the “Federal Partner”) places an order on behalf of the Federal Customer (each an “Order Form” and together with these Terms, the “Agreement”), by and between Everlaw, a Delaware corporation, and the Federal Customer specified in the Order Form.

This Agreement governs Federal Customer’s access to and use of the services offered by Everlaw and described in Attachment A and referenced on the applicable Order Form (the “Service”). If the Federal Customer does not agree to the Terms, or to any part of the Agreement, or if the Terms are not incorporated into the Order Form, the Federal Customer must not use the Service.

1. DEFINITIONS.

1.1. Administrative Data means specific Federal Customer Data that is exempt from the boundary established in Everlaw’s FedRAMP System Security Plan and permitted within Everlaw corporate services such as information Federal Customer provides to Everlaw in connection with the creation, administration, or support of Federal Customer’s account on the Service. For example, Administrative Data includes organization names, project names, usernames, phone numbers, and email addresses associated with a Federal Customer.

1.2. Active Data means any of the Federal Customer’s Case Materials uploaded to or hosted on the Service which is not in ECA or Suspended Mode.

1.3. Annual Fee means an annual fee based on an Annual Minimum Commitment.

1.4. Annual Minimum Commitment means an annual Subscription with a fixed minimum Storage Capacity reserved for Federal Customer’s use.

1.5. Authorized User means anyone who (A) the Federal Customer or (B) a person with administrator access to the Service on a Federal Customer’s account, has been invited to join Federal Customer’s account on the Service, either via the Service interface or a request to Federal Partner and/or Everlaw. Authorized Users may be anyone, including employees, contractors, agents and attorneys of Federal Customer.

1.6. Case Materials means the specific Federal Customer Data relating to litigation matters, including Native Data, Processed Data, all other data, documents, images, files, annotations, notes, tags or other electronic records in any format.

1.7. Claim means collectively any claims, damages, costs, liabilities and expenses (including reasonable attorneys’ fees) filed or levied against Everlaw resulting from any claim, demand, action, subpoena, request or attestation.

1.8. Confidential Information means all information, regardless of the form of disclosure, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of the disclosure, including (A) with respect to Federal Customer, Federal Customer Data, but not the Service-Generated Data, and (B) with respect to Everlaw, the pricing terms offered to Federal Customer by Everlaw.

1.9. Database means the repository where all of Federal Customer’s Case Materials are uploaded and stored within the Service.

1.10. Disclosing Party means the party that discloses Confidential Information to the other party.
1.11. Document means the reviewable object in its unpacked, uncompressed format. It may include any combination of text, images, and/or native files.

1.12. Early Case Assessment ("ECA") Mode means Case Materials that are uploaded to the Service but are placed in an ECA Project with limited feature functionality to promote Case Materials to one or more Active Data Projects.

1.13. File means any file in its unpacked, uncompressed format; text; PDF; images; and any data associated with said file.

1.14. Federal Customer means an agency or entity of any branch of the US Federal government or entity authorized to purchase under Multiple Award Schedule contracts who directly or indirectly contracts for the use of the Everlaw Service.

1.15. Federal Customer Data means data and metadata created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Customer in any medium or form.

1.16. Federal Partner means an Everlaw partner authorized to place orders on behalf of a Federal Customer.


1.18. Feedback means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service.


1.20. Monthly Unit Price means a price per gigabyte of Storage Usage per month.

1.21. Native Data means the Files within the Case Materials the Federal Customer or an Authorized User uploads to the Service via the native uploader functionality.

1.22. Order Form means the document incorporated into these Terms and setting forth the Federal Customer’s Subscription.

1.23. Processed Data means the Files within the Case Materials the Federal Customer or an Authorized User uploads via the processed uploader functionality or created by the system via the production functionality.

1.24. Service-Generated Data means all data generated or derived from a Federal Customer's interaction with and use of the Service. Everlaw uses this data to ensure performance, security, scaling and other services that impact the customer experience and ensure that Everlaw's services are operating at the levels our customers require. For clarity, Service-Generated Data does not include Federal Customer Data but does include data such as crash history, time the Service takes to load, capacity and usage to determine storage requirements.

1.25. Recipient means the party that receives Confidential Information from the other party.

1.26. Service means the services offered by Everlaw and described in Attachment A and referenced on the applicable Order Form.

1.27. Storage Capacity means the amount of storage Federal Customer purchases in an Annual Minimum Commitment.

1.28. Storage Usage means the actual number of bytes of data the Federal Customer uses on the Service, calculated on a monthly basis by: A) rounding the number of bytes to the nearest whole gigabyte that the Federal Customer uses on each Database and B) summing those Database values. Database storage values will be calculated by summing, (i) the peak Native Data usage for the month, (ii) the peak Processed Data usage for the month, and (iii) at a minimum, 1GB if the Federal Customer places any data on the Service.
1.29. Subscription means access to and usage of the Service subject to this Agreement and referenced on the applicable Order Form.

1.30. Support Data means the information Federal Customer provides to Everlaw for the purpose of obtaining technical Support Services.

1.31. Support Services means training, assistance with uploading Case Materials, project management, and/or telephonic support provided by Everlaw.

1.32. Suspended Mode means Case Materials that are uploaded to the Service but are designated as suspended by an account administrator.

1.33. Team means Everlaw’s employees that comprise the Customer Success Department.

1.34. Terms means these Everlaw Federal Terms of Service, including all attachments.

1.35. Unpaid Trial means access to and use of the Service, or certain components of the Service, without payment for a temporary period subject to these Terms and Attachment A.

2. THE SERVICE.

2.1. Subscriptions. Federal Customer, directly or through a Federal Partner, may purchase a Subscription from Everlaw. Everlaw will provide Federal Customer and Federal Customer’s Authorized Users with non-exclusive access to the Service. Federal Customer may use the Service solely for Federal Customer’s own internal governmental purposes.

2.2. Authorized Users. The invitation from Federal Customer to an Authorized User to join Federal Customer’s account on the Service provisions access to that invitee on behalf of the Federal Customer even if Everlaw and/or Federal Partner processes the invitation request.

2.3. Case Materials. As part of the Service, Federal Customer or its Authorized Users may create or upload Case Materials to the Service. Federal Customer is responsible for moving Case Materials in and out of the Service.

3. FEDERAL CUSTOMER RESPONSIBILITIES.

3.1. Managing the Subscription. Federal Customer may use the Service in a manner consistent with these Terms.

3.1.1. Information for Orders. Federal Customer will provide Everlaw all information needed to process the Order Form to activate the Subscription and provision the Service to Federal Customer.

3.1.2. ECA Mode. Federal Customer may place Case Materials in an ECA Project if it has purchased the ECA Bundle Subscription to promote Case Materials to one or more Active Review Projects. Case Materials can be transferred from an ECA Project to one or more Active Data Projects anytime at Federal Customer’s discretion.

3.1.3. Suspended Mode. Federal Customer may place a Database in Suspended Mode if it has purchased the Suspended Data Bundled Subscription described in Attachment A.


3.2.1. Invitations and Permissions. Federal Customer is responsible for determining which persons to invite to join the Federal Customer’s account on the Service and for all actions by Authorized Users on Federal Customer’s account. Federal Customer is solely in control of the individual permissions on Federal Customer’s accounts, Databases and projects.

3.2.3. Federal Customer's Obligations. Federal Customer must (A) inform an Authorized User of any relevant Federal Customer policies, practices, rules of behavior, and any settings that may impact the processing of Federal Customer Data whether under FISMA or any other applicable law or legal order; (B) obtain any rights, permissions or consents that are necessary for the Authorized User's lawful use of Federal Customer Data and the operation of the Services; (C) ensure that the transfer and processing of Federal Customer Data under the Agreement is lawful; and (D) respond to and resolve any dispute with an Authorized User relating to or based on Federal Customer Data, the Service, or Federal Customer's failure to fulfill its obligations under the Agreement or applicable law.

3.2.4. Suspending an Authorized User. Federal Customer must suspend an Authorized User's access to the Service if Federal Customer 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, the Acceptable Use Policy, or the applicable Agreement. If Everlaw detects any Authorized User's violation or suspected violation of the Acceptable Use Policy, Everlaw will use commercially reasonable efforts to notify Federal Customer in writing.

3.3. Managing Case Materials.

3.3.1. Case Material Movement. Federal Customer or its Authorized Users are responsible for uploading and downloading Case Materials in and out of the Service.

3.3.2. Accuracy and Legality. Federal Customer acknowledges and agrees that Federal 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 and is responsible for the accuracy, content and legality of the Case Materials. Everlaw does not require any specific data from Federal Customer or its Authorized Users in order to operate the Service and is not responsible for accuracy, content and legality of any Case Materials uploaded to the Service.

3.3.3. Lawful Use. Federal Customer acknowledges and agrees that it will obtain and maintain any necessary consents and permissions and provide and make any necessary notifications required to ensure: (A) lawful disclosure, provision or availability of the Case Materials and Federal Customer Data to Everlaw, including any consents required to enable the lawful transfer of Case Materials and Federal Customer Data to Everlaw located in the United States; and (B) Everlaw's use, storage, process, and handling of the Case Materials and Federal Customer Data on behalf of Federal Customer is legal.

3.4. Managing Claims. Federal Customer is responsible for any Claim arising from (A) the use or display of any Case Materials or Federal Customer Data in accordance with these Terms; (B) any litigation matter in which Federal Customer or any Authorized User is engaged; or (C) Federal Customer's breach of its obligations or inaccuracy of its representations and/or warranties under this Agreement. Notwithstanding anything to the contrary, the maximum amount of all fees and damages paid in connection with Federal Customer's responsibility under this Section 3.4 to Everlaw will not exceed the amount of appropriated funds available at the time payment must be made. Everlaw will provide Federal Customer with: (A) prompt written notice of a Claim; (B) sole control over the defense and settlement of a Claim; and (C) information Federal Customer reasonably requests. Federal Customer will not settle any Claim without Everlaw's written consent, not to be unreasonably withheld or delayed, unless such claim unconditionally releases Everlaw.

4. ACCEPTABLE USE.

4.1. Prohibited Uses. Federal Customer and its Authorized Users must not: (A) resell or sublicense, whether in a service bureau arrangement or via distribution by any means not explicitly allowed under this Agreement, or
attempt to reverse engineer or copy the Service; (B) share user accounts; or (C) use the Service (i) in a way prohibited by law or that would cause Federal Customer, an Authorized User, or Everlaw to be out of compliance with applicable law, (ii) to violate any rights of others, (iii) to cause loss or damage to any person or property, (iv) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service or any other service, device, data, account, or network, (v) to distribute spam or malware, (vi) in a way that could harm the Service or impair anyone else’s use of it, (vii) in a way intended to work around the Service technical limitations, Subscription fees calculation, or usage limits, (viii) avoid security protections, password requirements, or other authentication settings established for Federal Customer’s account, or (ix) while misrepresenting an affiliation with a person, organization, or entity.

4.2. Obligations. Federal Customer and Authorized Users must: (A) use a browser that utilizes SSL and TLS 1.2 or higher; (B) take reasonable care to prevent unauthorized access; (C) only upload or access Case Materials or other Federal Customer Data to which it is expressly authorized; (D) take reasonable care when inviting individuals to access the Service and granting permissions; and (E) report all actual or suspected security incidents or vulnerabilities, or violations of this section to the Everlaw Security Team (security@everlaw.com).

4.3. Third Party Violations. Federal Customer and Authorized Users will not authorize, permit, enable, induce or encourage any third party to violate the Terms.

4.4. Cooperation. If Everlaw reasonably believes a problem with the Service is due to an Authorized User’s use, then Federal Customer must cooperate with Everlaw to identify the source of the problem and to resolve it.

5. FEES AND BILLING.

5.1. Fees. Fees are based on Storage Usage and, unless otherwise stated in the applicable Order Form, consist of either an Annual Minimum Commitment with Overages or a Monthly Unit Price.

5.2. Overage. If the Federal Customer’s Storage Usage for 2 consecutive months exceeds the Federal Customer’s amount of purchased Subscription Storage Capacity based on its Annual Minimum Commitment, Everlaw may automatically calculate and charge the Federal Customer the Monthly Unit Price for the additional capacity used.

5.3. Billing. Unless otherwise stated on an Order Form, if an Order Form contains: (A) an Annual Minimum Commitment, (i) the Annual Fee is invoiced upon execution of the Order Form, and (ii) Overages will be calculated and invoiced in arrears; or (B) only a Monthly Unit Price, Storage Usage will be calculated and invoiced in arrears on a monthly basis at the Monthly Unit Price.

5.4. ECA Billing. If a Document in a Database is only in an ECA Project, it will be billed on the Monthly Unit Price for ECA Data. If a Document is in at least one Project in an ECA Database, it will only be billed on the Monthly Unit Price for Active Data and contribute to the peak active size for the month. No Document will ever be billed on both the Monthly Unit Price for ECA Data and the Monthly Unit Price for Active Data at the same time.

5.5. Invoices. Unless otherwise stated on an Order Form, payment is due 30 days after the invoice receipt date.

6. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS.


6.2. Everlaw Intellectual Property. Everlaw will retain all intellectual property rights in the Service, including any and all derivatives, changes and improvements, and Federal Customer agrees that it obtains no intellectual property rights or licenses by these Terms except those expressly granted in these Terms. Federal Customer agrees that it will (A) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Service; (B) not represent that it possess any proprietary interest in the Service; (C) not directly or indirectly, take any action to
contest Everlaw's intellectual property rights or infringe them in any way; and (D) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Everlaw.

6.3. Feedback. Federal Customer may, from time to time, provide Everlaw with Feedback. Federal Customer 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.

6.4. Limited Marketing Rights. Federal Customer authorizes the inclusion of its name on the Everlaw website and in Everlaw's marketing materials, listing the fact that Federal Customer is a customer of Everlaw provided that Everlaw includes a disclaimer substantially similar to: “The presence of [Federal Customer]'s name [on this site/in this document] does not constitute an endorsement, recommendation, or favoring by [Federal Customer]”. Federal Customer may withdraw this consent in writing.

7. PRIVACY AND SECURITY. Without prejudice to the Federal Customer's obligations under Section 3, Everlaw will implement reasonable and appropriate measures designed to protect applicable Federal Customer Data against accidental or unlawful loss, access, or disclosure in accordance with Everlaw's FedRAMP System Security Plan. Everlaw will only access or use Federal Customer Data to provide the Services, and may use Federal Customer Data and Service-Generated Data to support, manage, and improve the Services. In addition to the prohibited uses in Section 4, Federal Customer must not process or send Federal Customer Data to or in the Everlaw corporate services, except with respect to Federal Customer's Administrative Data.

8. THIRD-PARTY SERVICES AND OPEN SOURCE SOFTWARE. If Federal Customer chooses to use any third party proprietary or open source services contained within the Service, Federal Customer is responsible for complying with any terms that are presented to it when it accesses that third-party service. As between the Federal Customer and Everlaw, third party services are available “AS IS” without indemnification, support, or warranty. Open source software embedded in the Service will be governed by these Terms, which will control as between Federal Customer and Everlaw over any conflicting terms in any applicable open source software license.

9. CONFIDENTIALITY.

9.1. Nondisclosure. The Recipient agrees that it will use Confidential Information of the Disclosing Party only to exercise its rights and fulfill its obligations under this Agreement and will use the same standard of care it uses to safeguard its own Confidential Information, but in no event less than reasonable care to prevent disclosure of the Confidential Information. The Recipient may disclose the Disclosing Party's Confidential Information (A) to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement; (B) with the Disclosing Party's written consent; or (C) regardless of any other provision in this Agreement, as strictly necessary to comply with a court or other legal order, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose and narrow the scope of disclosure of its Confidential Information. Everlaw recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

9.2. Exceptions. Information is not Confidential 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 Confidential Information or (E) is disclosed with the prior written approval of the Disclosing Party.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Federal Customer Representations and Warranties. Federal Customer represents and warrants to Everlaw that: (A) Federal Customer and its Authorized Users have the authority to upload the Case Materials to the Service without violating 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) Federal Customer will use the Service in compliance with all laws, rules, regulations, and these Terms.

10.2. Everlaw Representations and Warranties. Everlaw represents and warrants to Federal Customer that Everlaw will provide the Service to Federal Customer in accordance with the Service written materials accompanying it, all laws, rules and regulations applicable to provide the Service to Federal Customer.

10.3. 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.

11. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE TO FEDERAL 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. EVERLAW DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION OR THAT FEDERAL CUSTOMER WILL ACHIEVE ANY PARTICULAR RESULTS BY USE OF THE SERVICE. EVERLAW DOES NOT COMMIT TO FIXING ALL ERRORS.

12. LIMITATION OF LIABILITY.

12.1. 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.

12.2. MAXIMUM AGGREGATE LIABILITY. EACH PARTY’S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY FEDERAL CUSTOMER TO EVERLAW UNDER THE ORDER FORM.

12.3. ACKNOWLEDGEMENT. THE LIABILITIES LIMITED BY SECTION 12 WILL APPLY: TO ALL LIABILITY (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT 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 A PARTY’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 12.3, EACH PARTY’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW. THIS SECTION WILL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733).

13. TERM; TERMINATION.

13.1. Term. These Terms apply if an effective Order Form exists between Everlaw and (A) a Federal Customer or (B) Federal Partner on Federal Customer’s behalf, or until otherwise terminated.

13.2. Temporary Suspension. Everlaw may temporarily suspend Federal Customer’s access to the Service if Everlaw reasonably determines that: (A) Federal Customer’s and/or an Authorized User’s use of the Service disrupts or creates a security risk to the Service or Everlaw systems; (B) Federal Customer and/or an Authorized User is using the Service in violation of any applicable law or regulation or these Terms; or (C) Reserved. If Federal Customer fails to comply with Everlaw’s request, Everlaw may suspend Federal Customer’s account in accordance with Section 13.7, 41 U.S.C. § 71 (Contract Disputes) and FAR 52.233-1-1 (Disputes).
13.3. Termination for Cause. Subject to 41 U.S.C. § 71 (Contract Disputes) and FAR 52.233-1-1 (Disputes) and unless a remedy is otherwise ordered by a United States Federal Court, Everlaw may terminate the Agreement if it is determined that Federal Customer failed to comply with the Terms. Federal Customer may terminate the Agreement effective immediately upon written notice to Everlaw if Everlaw (A) fails to cure a breach of the Agreement within 30 days of notice of the breach, or (B) commits an incurable material breach of the Agreement, or (C) terminates or suspends its business.

13.4. Termination for Convenience. Federal Customer may terminate the Agreement for its sole convenience in accordance with FAR 52.212-4(l) or GSAR 552.212-4(l) if either clause is applicable to the relevant Order Form.

13.5. Termination for Default. If Everlaw defaults under the Agreement, Federal Customer may terminate the Agreement in accordance with FAR 52.212-4(m) or GSAR 552.212-4(m) if either clause is applicable to the relevant Order Form.

13.6. Effect of Termination. If the Agreement ends, Federal Customer’s access to and use of the Service will end and Federal Customer agrees to stop using the Service immediately.

13.7. Survival. Sections 6 (Intellectual Property Rights & Restrictions), 7 (Privacy and Security), 8 (Third Party Services and Open Source Software), 9 (Confidentiality), 10 (Representations and Warranties), 12 (Limitation of Liability), and 14 (Miscellaneous) will survive the end of the Agreement.

14. MISCELLANEOUS.


14.2. Commercial Terms. Services are a commercial item as defined in FAR 2.101. These Terms reflect (A) standard commercial practices for the acquisition of the Service and (B) terms and conditions that Everlaw customarily provides to its other customers. These Terms apply to Federal Customer’s use of the Service as consistent with federal law and regulations. If the Agreement conflicts with federal law and regulations (see FAR 12.212(a)), those terms are deleted and unenforceable as applied to any Order Forms.

14.3. Assignment. Unless law or regulation do not allow restrictions on transfer, Federal Customer may only assign the Terms, any Order Form, or any right or obligation under the Agreement, or delegate any performance, with Everlaw’s prior written consent, which will not be unreasonably withheld. Everlaw may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and may assign the Agreement if the Anti-Assignment Act (41 U.S.C. § 15) does not prohibit the transfer. Subject to FAR 42.12 (Novation and Change-of-Name Agreements), Federal Customer must recognize Everlaw’s successor in interest following a transfer of all or substantially all of Everlaw’s assets or a change in Everlaw’s name. Any assignment contrary to this Section will be void. The Agreement will be binding upon and benefit the parties and their respective successors and assigns.

14.4. Notices. All notices and other communications will be in writing and given when sent by email.

14.5. Relationship of Parties. Federal Customer, Federal Partner if any, and/or Everlaw are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. No party will hold itself out as an agent of another party. These Terms do not create or imply any partnership, agency, joint venture or formal business entity of any kind.

14.6. Severability. If any provision of these Terms is held invalid or unenforceable, it will 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.

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14.7. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
ATTACHMENT A: FEDERAL SERVICE DESCRIPTION

CLOUD ENVIRONMENT OPTIONS:

Government Community Cloud (fed.everlaw.com) Monthly Subscription EVER-GCC-1MO-ENV

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 exclusively-built environment. Customers’ data is logically separated reducing the risk of data cross-pollination.

Everlaw Virtual Private Cloud (xxx.everlaw.com) Monthly Subscription EVER-VPC-1MO-ENV

The Everlaw Virtual Private Cloud (“VPC”) Plan offers a standalone environment for the public sector looking for both logical and physical separation of their data. Subscribers will have access to the Service on their own unique web domain (http://[agency].everlaw.com) and an additional layer of global administration that is not available with the GCC option. Typically, Everlaw customers select this plan either for better control and management of the environment or for additional security.

SUBSCRIPTION OPTIONS (To be selected on the Order Form):

Active Data Bundle

The Active Data Bundle Subscription can be used by Federal Customer for access to and use of the Services that includes functions to allow customers to ingest, search on, review, and annotate documents. Additionally, it contains tools for data visualization, document production, machine learning and a suite of collaborative story-building tools, a timeline, deposition and transcript support, and real-time document editor.

The services offered under this Subscription comes with unlimited users, document processing (including PDF imaging, OCR, foreign language detection, and audio transcription), and exporting.

Early Case Assessment Bundle

The Early Case Assessment Bundle Subscription allows Federal Customer to place Case Materials in an ECA Project with limited feature functionality to promote Case Materials to one or more Active Data Projects. Case Materials uploaded to an ECA Project undergo the full ingestion process (including PDF imaging, OCR, and audio transcription) and can be searched for and visualized. However, annotation, machine learning, and story-building features are not available. Case Materials can be transferred from an ECA Project to one or more Active Data Projects anytime at Federal Customer’s discretion.

Suspended Data Bundle

The Suspended Data Bundle Subscription can be used by Federal Customer for Federal Customer’s Case Materials uploaded to the Service that are designated as suspended by an account administrator and placed into Suspended Mode. Suspended Mode data is stored on the respective cloud environment at a reduced fee.

Unpaid Trials

The Service may include an Unpaid Trial at any time in Everlaw’s sole discretion without liability to the applicable Federal Customer. Everlaw’s maximum aggregate liability with respect to any Unpaid Trial is capped at $100. Everlaw reserves the right to view, delete, or suspend Case Materials. Everlaw makes no representations or warranties as to system uptime or functionality for an Unpaid Trial.

SUPPORT DESCRIPTION:

If Federal Customer receives support from Everlaw directly (and not an authorized Everlaw service provider or partner), the Service includes Support Services delivered remotely by Everlaw as described below.
Onboarding Assistance. The Team may engage with Federal Customer and/or its Authorized Users to understand their current needs and how to apply Everlaw’s available functionality to address their needs. The Team may coordinate activities to train Federal Customer users to be Everlaw proficient within a month of the Effective Date. Onboarding services may include:

- Data ingestion consultation
- Kickoff call
- Mapping case needs to available functionalities
- Customized administrator and end-user training
- Support initial organization admin considerations
- Authentication and ATO support

Ongoing Training and Support. After onboarding, Everlaw may continue to support Federal Customer and/or Authorized Users by: (A) walking the Federal Customer and/or Authorized Users through any area of the Service and answering certain technical questions related to the Service’s features so long as the Team is not given Federal information; (B) connecting with the Team via email, in-platform messaging or telephone, provided that the Federal Customer will use reasonable efforts to resolve issues first; and (C) working with Federal Customer and/or Authorized Users to schedule in-person training in a mutually agreeable location once COVID-19 related restrictions have been lifted by both Everlaw and applicable federal, state, and local governments.

Support Hours. Support is provided between 1 AM - 10 PM PST (Monday - Friday) and 6 AM - 10 PM PST (Saturday and Sunday).

Security and Privacy. Everlaw collects and processes Support Data for the purpose of providing the Support Services and in order to maintain and improve the Services. Everlaw’s ticketing system, Zendesk, processes and manages support requests for the Support Services. Federal Customer should review the Zendesk Customer Playbook, which includes instructions on how Federal Customer can meet its information security obligations when requesting Support Services from Everlaw. Email security@everlaw.com to request a copy. Federal Customer may need to approve our internal use of Zendesk through an update to the Federal Customer’s Authority to Operate (ATO) security boundaries, documented as an option in our FedRAMP SSP.

Limits. Everlaw’s maximum aggregate liability with respect to any or all Support Services is capped at $100.