



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 GSAAdvantage.gov.

SCHEDULE TITLE: Multiple Awards Schedule (MAS)

FSC GROUP: Information Technology, IT Software & IT Solutions

FSC CLASS(ES) / PRODUCT CODE(S):

- 7A21: IT and Telecom—Business Application Software
- DB10: IT and Telecom—Compute as a Service

CONTRACT NUMBER: 47QTCA18D00C6

For more information on ordering from Federal Supply Schedules click on FSS Schedules at GSA.gov.

CONTRACT PERIOD: May 15, 2023 - May 14, 2028

COMPANY: Everlaw, Inc.
2101 Webster Street, Suite 1500
Oakland, CA 94612
1 (844) 383-7529
www.everlaw.com

CONTRACT ADMINISTRATOR: John Carr
john.carr@everlaw.com
571.528.8055

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	SIN Title
518210C	Cloud and Cloud-Related IT Professional Services
511210	Software Licenses
OLM	Order Level Materials

1b. LOWEST PRICED MODEL NUMBER / UNIT PRICE: Everlaw's FedRAMP Suspended Case Subscription, EVER-FED-ARCHIVE-CASE, \$3.50 per GB. Please see the Pricing Table and Description Literature below for additional details.

1c. CONTRACTOR HOURLY RATES: Not applicable

2. MAXIMUM ORDER*:

518210C \$500,000; per order

511210 \$500,000; 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. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: 30 DAYS

10b. EXPEDITED DELIVERY: CONTACT COMPANY ADMINISTRATOR

10c. OVERNIGHT AND 2-DAY DELIVERY: CONTACT COMPANY ADMINISTRATOR

10d. URGENT REQUIREMENTS: CONTACT COMPANY ADMINISTRATOR

11. FOB POINT: Not Applicable

12a. ORDERING ADDRESS: Same as Contractor's address.

12b. 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.

13. PAYMENT ADDRESS: Same as Contractor's address.

14. WARRANTY PROVISION: Standard Commercial Warranty. Customers should contact the contractor for a copy of the warranty.

15. EXPORT PACKING CHARGES: Not applicable.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

18a. TERMS AND CONDITIONS OF REPAIR PARTS (IF AVAILABLE): N/A

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

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

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

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

22a. SPECIAL ATTRIBUTES: N/A

22b. Section 508 Compliance for EIT: N/A

23. UEI: VL9GLDMAN889

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Registered and Active

EVERLAW GSA PRICING TABLE:

Type	Data Capacity	Product Description	UPC-A	GSA Offer Price (Monthly)
Platform Options	n/a	Everlaw's FedRAMP Virtual Private Cloud Instances - Monthly Subscription	EVER-FED-VPC	\$ 17,518.89
		Everlaw's FedRAMP Government Community Cloud (fed.everlaw.com) - Monthly Subscription	EVER-FED-GCC	\$ 5,771.41
Active Data Plan Options	n/a	Everlaw's FedRAMP Active Data Case Subscription	EVER-FED-ACTIV E-CASE	\$25.24 / GB
	500GB	Everlaw's FedRAMP Active Data Bundle Subscription - 500 GB	EVER-FED-ACTIV E-500GB	\$ 8,710.33
		Everlaw's Overage Rate (per GB) for 500GB Active Data Subscription	EVER-FED-OVER -A-500GB	\$ 17.42 / GB
	1TB	Everlaw's FedRAMP Active Data Bundle Subscription - 1 TB	EVER-FED-ACTIV E-1TB	\$ 14,146.10
		Everlaw's Overage Rate (per GB) for 1TB Active Data Subscription	EVER-FED-OVER -A-1TB	\$ 14.15 / GB
	5TB	Everlaw's FedRAMP Active Data Bundle Subscription - 5 TB	EVER-FED-ACTIV E-5TB	\$ 52,065.49
		Everlaw's Overage Rate (per GB) for 5TB Active Data Subscription	EVER-FED-OVER -A-5TB	\$ 10.41 / GB
	10TB	Everlaw's FedRAMP Active Data Bundle Subscription - 10 TB	EVER-FED-ACTIV E-10TB	\$ 88,413.10
		Everlaw's Overage Rate (per GB) for 10TB Active Data Subscription	EVER-FED-OVER -A-10TB	\$ 8.84 / GB
	50TB	Everlaw's FedRAMP Active Data Bundle Subscription - 50 TB	EVER-FED-ACTIV E-50TB	\$ 374,609.57
		Everlaw's Overage Rate (per GB) for 50TB Active Data Subscription	EVER-FED-OVER -A-50TB	\$ 7.49 / GB
Suspended Data Plan	n/a	Everlaw's FedRAMP Suspended Case Subscription	EVER-FED-ARCH IVE-CASE	\$3.50 / GB
	1TB	Everlaw's FedRAMP Suspended Data Bundle Subscription - 1 TB	EVER-FED-ARCH IVE-1TB	\$ 3,340.05
		Everlaw's Overage Rate (per GB) for Suspended Data Subscription	EVER-FED-OVER -R-1TB	\$ 3.34 / GB
Early Case Assessment (ECA) Data Plan Options	n/a	Everlaw's FedRAMP Early Case Assessment (ECA) Case Subscription	EVER-FED-ECA-CASE	\$8.06 / GB
	1TB	Everlaw's FedRAMP Early Case Assessment (ECA) Data Bundle Subscription - 1 TB	EVER-FED-ECA-1TB	\$ 6,206.55
		Everlaw's Overage Rate (per GB) for 1TB ECA Data Subscription	EVER-FED-OVER -E-1TB	\$ 6.21 / GB
	10TB	Everlaw's FedRAMP Early Case Assessment (ECA) Data Bundle Subscription - 10 TB	EVER-FED-ECA-10TB	\$ 44,332.49
		Everlaw's Overage Rate (per GB) for 10TB ECA Data Subscription	EVER-FED-OVER -E-10TB	\$ 4.43 / GB
	50TB	Everlaw's FedRAMP Early Case Assessment (ECA) Data Bundle Subscription - 50 TB	EVER-FED-ECA-50TB	\$ 177,329.97
		Everlaw's Overage Rate (per GB) for 50TB ECA Data Subscription	EVER-FED-OVER -E-50TB	\$ 3.55 / GB

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

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](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 places an order or makes an award to Everlaw, Inc. (“Everlaw”) or an entity places an order for a Subscription (defined below) under these Terms (in either case, the “Federal Customer”) 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 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. THE SERVICE.

- 1.1. Subscriptions.** Federal Customer, directly or through a Federal Partner, may enter into one or more Order Forms referencing these Terms, under which Federal Customer may purchase a Subscription. During the Term of a Subscription, Everlaw will provide Federal Customer and Authorized Users with non-exclusive access to the Service. Federal Customer may use the Service solely for Federal Customer’s own internal governmental or business purposes.
- 1.2. Unpaid Subscriptions.** Everlaw may offer Federal Customer an Unpaid Subscription. For Unpaid Subscriptions, Everlaw may, in its sole discretion: (A) terminate any Unpaid Subscription at any time, without liability to the applicable Federal Customer and Authorized Users; (B) exclude and remove Federal Customer and Authorized Users from the Service; (C) delete or suspend Case Materials; or (D) limit Federal Customer’s maximum Storage Usage.
- 1.3. 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.
- 1.4. Case Materials.** As part of the Service, Federal Customer or its Authorized Users are responsible to create or upload Case Materials to the Service.
- 1.5. No Practice of Law.** Everlaw is not a law firm and does not provide legal advice or engage in the practice of law. Federal Customer acknowledges that it is not relying on Everlaw for legal advice and has not engaged Everlaw or any Everlaw employee as legal counsel.

2. FEDERAL CUSTOMER RESPONSIBILITIES.

- 2.1. Managing the Subscription.** Federal Customer may use the Service in a manner consistent with these Terms. Federal Customer will provide Everlaw all information needed to process the Order Form to activate the Subscription and provision the Service to Federal Customer.
- 2.2. Managing Authorized Users.** Federal Customer is responsible for managing the Authorized Users on its account on the Service.
 - 2.2.1. 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 on the Service. Federal Customer is solely in control of the individual permissions on Federal Customer’s accounts, Databases, and

Projects.

- 2.2.2. Acceptable Use Policy.** Federal Customer must ensure that each Authorized User abides by Section 3 (Acceptable Use).
- 2.2.3. 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 Service; (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.
- 2.2.4. 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 or the applicable Agreement, Everlaw will use commercially reasonable efforts to notify Federal Customer by sending an email to the Commercial Contact's address. Everlaw reserves the right to temporarily suspend or terminate an Authorized User's access to the Service for any of the reasons stated in (A) or (B) above.

2.3. Managing Case Materials.

- 2.3.1. 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.
- 2.3.2. 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 Federal Customer Data to Everlaw, including any consents required to enable the lawful transfer of Federal Customer Data to Everlaw located in the United States; and (B) Everlaw's use, storage, process, and handling of the Federal Customer Data on behalf of Federal Customer is legal.
- 2.3.3. Prohibited Data.** Federal Customer acknowledges and agrees that it will not input, transmit, upload, transfer, submit, or replicate any Case Materials into the Service that contain Federal Tax Information or Criminal Justice Information without providing prior written notice to Everlaw. Everlaw is not responsible for securing any prohibited data that is provided without notice.

- 2.4. Managing Claims.** Federal Customer is responsible for any Claim arising from: (A) the use or display of any 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 2.4 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.

3. ACCEPTABLE USE.

- 3.1. Prohibited Uses.** Federal Customer and its Authorized Users must not: (A) resell or sublicense the Service (except that, if Federal Customer is a lawyer or a law firm, it may pass Everlaw's fees onto its clients); (B) modify, adapt, decompile, attempt to reverse engineer, or copy the Service; (C) share user accounts; (D) transmit, store, or process data that falls within the definition of "Protected Health Information" under HIPAA except as permitted by an executed HIPAA Business Associate Agreement; (E) violate the Agreement; or (F) 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.
- 3.2. 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 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 3 (Acceptable Use) to the Everlaw Security Team (security@everlaw.com).
- 3.3. Third Party Violations.** Federal Customer and Authorized Users will not authorize, permit, enable, induce or encourage any third party to violate the Terms.
- 3.4. 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.

4. FEES AND BILLING.

- 4.1. Fees.** Federal Customer will pay the fees in accordance with the terms in the applicable Order Form..
- 4.2. 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 Minimum Commitment, Everlaw may automatically calculate and charge the Federal Customer the Monthly Unit Price for the additional capacity used.
- 4.3. Invoices.** Unless otherwise stated on an Order Form, payment for invoices is due within 30 days of the receipt date of any invoice.

5. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS.

- 5.1. Ownership of Federal Customer Data.** Federal Customer owns the Federal Customer Data and Everlaw agrees that it obtains no Intellectual Property Rights in the Federal Customer Data except the limited license granted in this Agreement. Federal Customer grants Everlaw a worldwide, limited, non-exclusive, royalty-free license to use the Federal Customer Data to provide the Service to Customer and Authorized Users and to support, manage, and improve the Service, subject to the obligations in Section 8 (Confidentiality).
- 5.2. Everlaw Intellectual Property.** Everlaw will retain all Intellectual Property Rights in the Service, including 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 under the Agreement, not use the name, trademarks, trade-names, and logos of Everlaw.
- 5.3. Feedback.** Federal Customer may provide Everlaw with Feedback. Federal Customer grants Everlaw a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Everlaw acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. Feedback is provided to Everlaw on an "as-is" basis without warranties of any kind.
- 5.4. 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 and logo [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.
- 6. PRIVACY AND SECURITY.** Notwithstanding Federal Customer's obligations under Section 2 (Federal Customer Responsibilities), Everlaw will implement reasonable and appropriate measures in the Service 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 Service, and may use Federal Customer Data and Service-Generated Data to support, manage, and improve the Service. In addition to the prohibited uses in Section 3.1 (Prohibited Uses), 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.
- 7. THIRD-PARTY SERVICES AND OPEN SOURCE SOFTWARE.** Use of any third party services contained within the Service or in combination with the Service is governed by the Service Specific Terms.
- 8. CONFIDENTIALITY.**
- 8.1. 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 Proprietary Information, but in no event less than reasonable care to prevent disclosure of the Proprietary Information. The Recipient may disclose the Disclosing Party's Proprietary 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 Proprietary Information.

- 8.2.** Exceptions. Information is not Proprietary Information if a party can prove the information: (A) is known before receipt from the Disclosing Party, without any obligation of confidentiality; (B) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (C) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; (D) Recipient has independently developed the information without use of the Disclosing Party's Proprietary Information or (E) is disclosed with the prior written approval of the Disclosing Party. 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. REPRESENTATIONS AND WARRANTIES.

- 9.1.** Mutual Representations and Warranties. Each party represents and warrants that it has the necessary corporate authority to enter into this Agreement, and this Agreement is a valid and binding obligation, enforceable against it.
- 9.2.** Federal Customer Representations and Warranties. Federal Customer represents and warrants to Everlaw that: (A) Federal Customer and its Authorized Users have all necessary rights and 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 Documents 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 this Agreement.
- 9.3.** Everlaw Representations and Warranties. Everlaw represents and warrants that it will comply with all laws and regulations applicable to its provision of the Service.
- 9.4.** DISCLAIMER OF WARRANTIES. EVERLAW WARRANTS THAT THE SERVICE WILL, FOR A PERIOD OF SIXTY(60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE TO FEDERAL CUSTOMER ON AN "AS IS" BASIS, "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING OR COURSE OF PERFORMANCE. 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 IN THE SERVICE.

10. LIMITATION OF LIABILITY.

- 10.1.** 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.
- 10.2.** 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 DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

10.3. ACKNOWLEDGEMENT. THE LIABILITIES LIMITED BY SECTION 11 (LIMITATION OF LIABILITY) 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 10.3, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW. THIS SECTION 10 (LIMITATION OF LIABILITY) 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). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. TERM; TERMINATION.

- 11.1. Term.** These Terms apply if an effective Order Form exists between Everlaw and a Federal Customer or Federal Partner on Federal Customer's behalf, or until otherwise terminated.
- 11.2. 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). Everlaw may ask Federal Customer to act within a reasonable time to correct a violation. 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).
- 11.3. 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; (B) commits an incurable material breach of the Agreement; or (C) terminates or suspends its business.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. Survival.** Sections 5 (Intellectual Property Rights & Restrictions), 6 (Privacy and Security), 7 (Third Party Services and Open Source Software), 8 (Confidentiality), 9 (Representations and Warranties), 10 (Limitation of Liability), and 12 (Miscellaneous) will survive the end of the Agreement.

12. MISCELLANEOUS.

- 12.1. Governing Law.** Federal laws of the United States govern the Agreement without reference to

conflict of laws. In the absence of federal laws and/or to the extent federal law permits, the laws, excluding the conflict of law principles, of the State of California governs the Agreement.

- 12.2. 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.
- 12.3. 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 13.3 will be void. The Agreement will be binding upon and benefit the parties and their respective successors and assigns.
- 12.4. Notices.** All notices and other communications will be in writing and given when sent by email.
- 12.5. 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.
- 12.6. 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.
- 12.7. Force Majeure.** Except for payment obligations under these Terms, in accordance with 552.212-4(f), neither party will be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations when the failure is due to events beyond its reasonable control including, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

13. DEFINITIONS.

- 13.1. Account Information** means information about a Federal Customer that it provides to Everlaw in connection with the creation, administration, or updating of its account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with Federal Customer's account.
- 13.2. Active Data** means any of the Federal Customer's Case Materials uploaded to or hosted on the Service which is not in Suspended Mode or in an ECA Project.
- 13.3. Administrator Access** means the level of access that allows an individual to administer the Service by having the ability to select organization settings and permissions on the Service.
- 13.4. Administrative Data** means specific Federal Customer Data that is permitted within Everlaw corporate services established in Everlaw's FedRAMP System Security Plan 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 Account Information, Support Data, Database names, and Project names.

- 13.5.** Annual Fee means an annual fee based on a Minimum Commitment.
- 13.6.** Authorized User means anyone whom (A) the Federal Customer or (B) a person with Administrator Access to the Service on a Federal Customer's account, has invited to join Federal Customer's account on the Service. Authorized Users may be employees, contractors, or agents of Federal Customer including attorneys representing Federal Customer.
- 13.7.** Case Materials means the Documents uploaded to and any content created in the Service by the Federal Customer or an Authorized User. It does not include Administrative Data, though Administrative Data is considered Proprietary Information subject to Section 8 (Confidentiality).
- 13.8.** Claim means, collectively, any third-party claims, demands, and actions.
- 13.9.** Criminal Justice Information means all of the Federal Bureau of Investigation (FBI) Criminal Justice Information Systems (CJIS) provided data necessary for law enforcement and civil agencies to perform their missions including but not limited to biometric, identity history, biographic, property, and case/incident history data.
- 13.10.** Database means the repository where all of Federal Customer's Case Materials are uploaded and stored within the Service.
- 13.11.** Disclosing Party means the party that discloses Proprietary Information to the other party.
- 13.12.** Dispute means any controversy, claim, or dispute arising out or relating to this Agreement, or the alleged breach of the Agreement.
- 13.13.** Document means the reviewable object in its uncompressed, unpacked format. It may include any combination of text, images, and/or native files.
- 13.14.** Documentation means the Everlaw documentation (as may be updated from time to time) in the form generally made available by Everlaw to its customers for use with the Service at <https://support.everlaw.com/hc/en-us> (which URL link may be updated from time to time).
- 13.15.** Federal Customer means an agency or entity of any branch of the US Federal government or other entity that directly or indirectly contracts for the use of the Service.
- 13.16.** Federal Customer Data means the Federal Customer's Case Materials and Administrative Data. It does not include Service-Generated Data.
- 13.17.** Federal Partner means an Everlaw partner authorized to place orders on behalf of a Federal Customer.
- 13.18.** Federal Tax Information means a return and return information as defined in the Tax Code, Section 6103(b) that is received directly from the United States Internal Revenue Service or a United States Internal Revenue Service-authorized secondary source and that is subject to the confidentiality protections and safeguarding requirements of the United States Internal Revenue Code and corresponding federal regulations and guidance.
- 13.19.** FedRAMP means the Federal Risk and Authorization Management Program.
- 13.20.** Feedback means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by Federal Customer and Authorized Users.
- 13.21.** FISMA means the Federal Information Security Modernization Act of 2014, which amends the Federal Information Security Management Act of 2002.
- 13.22.** HIPAA means the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 13.23.** Intellectual Property Rights means all patent rights, copyrights, trademark rights, rights in trade

secrets (if any), design rights, database rights, domain name rights, moral rights, and any other similar rights (registered or unregistered).

- 13.24.** Minimum Commitment means a Subscription that comes with either: (A) a fixed minimum Storage Capacity reserved for Federal Customer's use; or (B) an amount of Storage Usage that, when calculated, is an amount equal to the minimum recurring fee Everlaw charges the Federal Customer.
- 13.25.** Monthly Unit Price means a price per gigabyte of Storage Usage per month.
- 13.26.** Native Data means the Documents within the Case Materials the Federal Customer or an Authorized User uploads via the native uploader functionality or created and processed by the Service.
- 13.27.** Order Form means the document incorporated into these Terms and stating the Federal Customer's Subscription.
- 13.28.** Processed Data means the Documents within the Case Materials the Federal Customer or an Authorized User uploads via the processed uploader functionality or created by the Service.
- 13.29.** Projects mean the repositories created within a Database where Federal Customer and Authorized Users utilize the Service.
- 13.30.** Proprietary Information means all information that is designated as confidential and/or proprietary or that should reasonably be understood to be confidential or proprietary given the nature of the information and the circumstances of the disclosure, including: (A) with respect to Federal Customer, Federal Customer Data; and (B) with respect to Everlaw, the pricing terms offered to Federal Customer by Everlaw.
- 13.31.** Recipient means the party that receives Proprietary Information from the other party.
- 13.32.** Service means the applicable Everlaw hosted eDiscovery and document management platform procured in the Order Form, as described in the Documentation.
- 13.33.** Service-Generated Data means all data generated or derived from a Federal Customer's and Authorized Users' interaction with and use of the Service, including data such as: (A) crash history; (B) time the Service takes to load; (C) configuration data; and (D) diagnostic, capacity, and usage information to determine storage requirements. 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 its customers require.
- 13.34.** Service Specific Terms means the then-current terms specific to one or more Everlaw or third party services contained within the Service attached hereto and available at <https://www.everlaw.com/service-specific-terms/>, as may be non-materially updated from time to time.
- 13.35.** Storage Capacity means the minimum commitment storage amount that Federal Customer purchases stated in the applicable Order Form.
- 13.36.** Storage Usage means the actual number of bytes of data Federal Customer uses on the Service, calculated on a monthly basis by the method stated in the applicable Order Form.
- 13.37.** Subscription means access to and usage of the FedRAMP authorized Service subject to this Agreement and referenced on the applicable Order Form.
- 13.38.** Suspended Mode means Case Materials that are uploaded to the Service but are designated as suspended by an Authorized User with Administrator Access.

- 13.39.** Team means Everlaw's employees that comprise the Customer Experience Department.
- 13.40.** Technical Support Data means the information Federal Customer provides to Everlaw for the purpose of obtaining technical Support Services. Technical Support Data is not considered Case Materials, but it remains subject to confidentiality obligations.
- 13.41.** Technical Support Services means training, assistance with uploading Case Materials, project management, and/or telephonic support provided by Everlaw.
- 13.42.** Term means the period from the Start Date, as indicated in an applicable Order Form, and through the End Date, or until this Agreement is otherwise terminated.
- 13.43.** Terms means these Everlaw Federal Terms of Service, including all attachments.
- 13.44.** Unpaid Subscription 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 the applicable Order Form.

SERVICE DESCRIPTION

- 1. ORDER FORM.** Federal Customer, directly or through a Federal Partner, will enter into one or more Order Forms referencing the Federal Terms of Service, under which Federal Customer may purchase an Annual Subscription, Case Subscription, or Unpaid Subscription.
- 2. FEES.** Fees for access to the Service are based on Federal Customer's Storage Usage and Federal Customer's cloud storage selection.
 - 2.1. Storage Usage.** The Storage Usage is calculated on a monthly basis by: (A) summing the number of bytes of data that the Federal Customer has on each of its Databases; and (B) rounding the total sum of the number of bytes to the nearest whole gigabyte. Database storage values will be calculated by summing: (A) the peak Native Data usage for the month; and (B) the peak Processed Data usage for the month. Should the data on any respective Database be less than 1 GB, the amount of data will be rounded up to 1 GB if the Federal Customer places any data on the Service.
 - 2.2. Cloud Storage.** Federal Customer must select to use the Service via one of the following cloud storage environment options: (A) Government Community Cloud; or (B) Virtual Private Cloud. Cloud storage-related fees are included in Federal Customer's fees in the respective Order Form.
- 3. BILLING.** For Case Subscriptions, the Storage Usage will be billed monthly in accordance with the respective tiered Monthly Unit Price rate described in the applicable Order Form. For Annual Subscriptions, there will be a fixed Annual Minimum Commitment with an Annual Fee. The Annual Fee is billed at the beginning of the second full calendar month following the Start Date of the applicable Order Form, and Storage Usage in excess of the Annual Minimum Commitment in a given calendar month will be calculated monthly and billed monthly in arrears at the Monthly Unit Price (or the respective tiered Monthly Unit Price rate above the Annual Minimum Commitment) described in the applicable Order Form.
- 4. UNPAID SUBSCRIPTIONS.** Everlaw may offer Federal Customer an Unpaid Subscription. During the period of the Unpaid Subscription, Federal Customer will not be charged for usage up to an amount specified in the applicable Order Form. In the event that actual Storage Usage exceeds the specified amount in the applicable Order Form, Federal Customer will pay the Monthly Unit Price for data described in the applicable Order Form.
- 5. SUPPORT.** 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.
 - 5.1. Onboarding Assistance.** The Team may engage with Federal Customer and/or its Authorized Users to understand Federal Customer's current needs and how to apply Everlaw's available functionality to address such 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 any of the following: (A) a data ingestion consultation; (B) a kickoff call; (C) mapping project needs to Service functionalities; (D) customized administrator and end-user training; (E) supporting the initial organization administrative considerations; and (F) authentication and Authority to Operate support.
 - 5.2. 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 or remote training.

- 5.3.** Support Hours. Support is provided between 6 AM - 10 PM PST (7 days a week).
- 5.4.** Security and Privacy. Everlaw collects and processes Technical 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 ATO security boundaries, documented as an option in our FedRAMP SSP.
- 5.5.** Limits. EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY OR ALL SUPPORT SERVICES IS CAPPED AT \$100 OR THE PRICE PAID FOR THE SUPPORT SERVICES WHICHEVER IS GREATER.

6. DEFINITIONS.

- 6.1.** ATO means Authority to Operate.
- 6.2.** Commercial Cloud is Everlaw's cloud environment intended for commercial customers.
- 6.3.** Early Case Assessment or ECA refers to the feature within the Service where Case Materials may be placed into Projects and those Projects are subject to limited feature functionality. ECA Projects undergo the full ingestion process (including PDF imaging, OCR, and audio transcription) and can be searched and visualized. However, annotation, machine learning, and story-building features are not available.
- 6.4.** Government Community Cloud is Everlaw's FedRAMP authorized multi-tenant cloud environment intended for public sector customers on Amazon Web Services and provides for logical separation of a customer's data from other customer's data.
- 6.5.** Start Date means the Date Billing Starts as indicated in the "Subscription Terms of Service" in the applicable Order Form.
- 6.6.** Suspended Mode refers to the feature within the Service where Federal Customer may place Projects, but has no access to such Projects.
- 6.7.** Virtual Private Cloud is a standalone FedRAMP authorized cloud environment that provides logical and physical separation of data. Customers that choose to use a Virtual Private Cloud will have access to the Service on their own unique web domain ([http://\[customername\].everlaw.com](http://[customername].everlaw.com)) and an additional layer of global administration that is not available with the Government Community Cloud.

EVERLAW SERVICE SPECIFIC TERMS

The following Service Specific Terms relate to the applicable Everlaw Agreement (the "Agreement"). Capitalized terms used but not defined in these Service Specific Terms will have the meanings given to them in the Agreement.

1. THIRD PARTY SERVICES.

1. **General.** If Customer or Authorized User chooses to use any third party services contained within the Service or in combination with the Service, Everlaw will not be responsible for the delivery, quality, or timeliness of such service.
2. **Disclaimer.** Everlaw's suppliers will have no liability arising out of or relating to the Agreement.
3. **Google Cloud Translation.** Customer's use of Google's Cloud Translation product within the Service is subject to the terms and conditions stated at <https://cloud.google.com/translate/attribution#disclaimer>, including that the "[...] SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT."