

Everlaw TSS Guidelines

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

1. DEFINITIONS.

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

2. SUPPORT REQUEST SUBMISSION.

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

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

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

3. ACCESSING SUPPORT.

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

4. SUPPORT LEVELS.

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

5. GENERAL PROVISIONS.

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

- 5.4. **Support Data Processing Activities.** Everlaw collects, uses, and processes Support Data in accordance with Customer's instructions for the purpose of providing the requested technical support services and improving and maintaining services.
- 5.5. **On-site Support.** Everlaw may, at its discretion and upon approval from Customer, send Support Personnel on-site in response to an issue that cannot be resolved remotely.
- 5.6. **LIABILITY LIMITS.** EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY OR ALL TECHNICAL SUPPORT SERVICES PROVIDED FOR UNDER THESE TSS GUIDELINES IS CAPPED AT \$100.