

JTAI Terms of Service

These Terms of Service (this "**Agreement**"), effective as of the date you first access or use the Service or create an account (the "**Effective Date**"), constitute a binding agreement between Just-Tech, LLC, a New York limited liability company ("**Just-Tech**" or "**Provider**"), and the business entity on whose behalf the individual accepting this Agreement is acting ("**Subscriber**"). Just-Tech and Subscriber may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

BY CREATING AN ACCOUNT, ACCESSING, OR USING THE SERVICE, THE INDIVIDUAL ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT: (A) SUCH INDIVIDUAL HAS THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER AND TO BIND SUBSCRIBER TO THE TERMS AND CONDITIONS HEREOF; (B) SUBSCRIBER IS A DULY ORGANIZED AND VALIDLY EXISTING BUSINESS ENTITY; AND (C) SUCH INDIVIDUAL HAS READ, UNDERSTOOD, AND AGREES ON BEHALF OF SUBSCRIBER TO BE BOUND BY THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR IF SUBSCRIBER DOES NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

WHEREAS, Just-Tech has developed a proprietary cloud-based software platform and related services that it offers to its customers; and

WHEREAS, Subscriber desires to obtain subscription access to the Just-Tech platform for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

"**Access Credentials**" means any username, identification number, password, license or security key (including any API key), security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Service and APIs.

"**Acceptable Use Policy**" means Just-Tech's acceptable use policy for the Service, as made available at <https://jtai.law/jtai-acceptable-use-policy.pdf> and as may be updated by Just-Tech from time to time.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of

any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"**Aggregated Statistics**" has the meaning set forth in Section 8.2(d).

"**AI Subscriber Input**" means information, data, materials, text, prompts, images, or other content that is: (a) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available by or on behalf of Subscriber or any Authorized User for Processing by or through an AI Feature; or (b) collected, downloaded, or otherwise received by an AI Feature for or on behalf of Subscriber or any Authorized User, including in the case of (a) and (b) for purposes of enabling effective use of the Service.

"**AI Subscriber Output**" means information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from an AI Feature in response to AI Subscriber Input or from use of an AI Feature by or on behalf of Subscriber or its Authorized Users.

"**AI Feature**" means any feature, functionality, or component of the Service that incorporates, uses, depends on, or employs any AI Technology.

"**AI Technology**" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

"**API**" means any application programming interface made available by Just-Tech in connection with the Service, or otherwise necessary to use, integrate, or interoperate with the Service.

"**Authorized User**" means all Persons authorized by Subscriber to access and use the Service under the rights granted to Subscriber pursuant to this Agreement, including employees, contractors, and personnel of Subscriber and its Affiliates, provided that each such Person shall be assigned a Seat and the total number of concurrent Authorized Users shall not exceed the number of Seats included in Subscriber's selected Subscription Tier.

"**Confidential Information**" has the meaning set forth in Section 7.1.

"**Disclosing Party**" has the meaning set forth in Section 7.1.

"**Documentation**" means all user manuals, instructions, guides, model cards, and other specifications and technical materials, in any form or media, relating to the Service and provided

or made available by Just-Tech, and any updates thereto, provided that such updates do not materially diminish or degrade the description, features, or functions of the Service.

"Feature Modification" has the meaning set forth in Section 5.4.

"Force Majeure Event" has the meaning set forth in Section 14.9.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Just-Tech Materials" means the Service, Just-Tech Systems, the Platform Software, and Documentation, and any and all other information, data, documents, templates, report formats, queries, output structure, categories, stock phraseology, devices, know-how, methods, processes, techniques, logos, trademarks, trade names, trade secrets, hardware, software, and other technologies and inventions, including any technical or functional descriptions, requirements, plans, or reports, that are provided or used by Just-Tech or any Just-Tech Personnel in connection with the Service or that otherwise comprise or relate to the Service or Just-Tech Systems, including, without limitation, any improvements, modifications, or enhancements to, or derivatives of, any of the foregoing, whether made prior to or after the Term. For the avoidance of doubt, Just-Tech Materials include Aggregated Statistics, but do not include Subscriber Data.

"Just-Tech Personnel" means all employees and agents of Just-Tech involved in the performance of Service.

"Just-Tech Systems" means the information technology infrastructure used by or on behalf of Just-Tech in providing the Service, including all computers, software, hardware, databases, models, AI Technology, electronic systems (including database management systems), and networks, whether operated directly by Just-Tech or through the use of third-party services, including any Hosting Provider.

"Hosting Provider" means any third-party cloud infrastructure provider (such as Microsoft Azure or Amazon Web Services) used by Just-Tech to host and operate the Service.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, agency guidance, or other requirement or rule of law of any federal, state, local, or municipal governmental authority.

"Licensor-Facilitated AI Providers" means any third-party artificial intelligence services, platforms, models, or technologies (including, without limitation, services provided by OpenAI, Anthropic, Google, Microsoft, or their affiliates) that are integrated with, connected to, or used by the Service to provide AI Features, where such integration or connection is implemented, configured, or facilitated by Just-Tech.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Permitted Use" means any use of the Service by Subscriber or any Authorized User for the benefit of Subscriber in the ordinary course of its internal business operations.

"Platform Software" means the executable, object code version of the software underlying the Service, including any AI Features.

"Process" means to take any action or perform any operation or set of operations on any data, information, material, work, expression, or other content, including to: (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works; (b) process, weigh, perform statistical analysis, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available; or (c) block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Receiving Party" has the meaning set forth in Section 7.1.

"Representatives" means, with respect to a Party, that Party's employees, officers, directors, and legal advisors.

"Seat" means a single user license entitling one Authorized User to access and use the Service at any given time. Seats may be reassigned by Subscriber among Authorized Users, but may not be shared concurrently by multiple individuals.

"Service" means Just-Tech's cloud-hosted JTAI platform, including the AI-powered knowledge management features, AI chat interface, traditional archive front-end, and all related functionality made available by Just-Tech to Subscriber via the internet during the Subscription Term.

"Service Commencement Date" means the date on which Subscriber completes account registration and the Service becomes available for Subscriber's access and use.

"Service Output" has the meaning set forth in Section 9.4.

"Service Suspension" means any suspension, restriction, or termination of Subscriber's, any Authorized User's, or any other person's or entity's access to any portion or all of the Service by Just-Tech pursuant to Section 5.5.

"Subscriber Data" means any and all information, data, materials, works, expressions, or other content that is (a) uploaded, input, or entered into the Service by or on behalf of Subscriber or any Authorized User, including for Processing, (b) provided, transferred, or made available to Just-Tech, its subcontractors, or representatives by or on behalf of Subscriber or any Authorized User, including for Processing by or through the Service, or (c) collected, downloaded, or otherwise received by Just-Tech or the Service for or on behalf of Subscriber or any Authorized User. Except for Aggregated Statistics, all output, copies, reproductions, improvements, reports, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Subscriber Data are Subscriber Data. For the avoidance of doubt, Subscriber Data includes all AI Subscriber Inputs.

"Subscriber System" means the information technology infrastructure used by or on behalf of Subscriber, including computers, software, hardware, databases, electronic systems and networks.

"Subscription Fees" has the meaning set forth in Section 6.1.

"Subscription Term" means the period during which Subscriber maintains an active paid subscription to the Service, beginning on the Service Commencement Date and continuing until termination or cancellation in accordance with this Agreement.

"Subscription Tier" means the service tier selected by Subscriber during account registration, which determines the features, functionality, and number of Seats and connections available to Subscriber.

"Term" has the meaning set forth in Section 12.1.

"Third-Party Materials" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, algorithms, AI Technology, content, and technology, in any form or media, in which any Person other than Subscriber or Just-Tech owns any Intellectual Property Right.

"Updates" has the meaning set forth in Section 4.1.

"Usage Limits" means any limitations on Subscriber's use of the Service as specified in Subscriber's selected Subscription Tier, including limits on the number of Seats, AI feature usage allocations, storage, or API calls.

2. **Subscription Plans.** Subscriber may subscribe to the Service by selecting a Subscription Tier during account registration. Available Subscription Tiers and their associated features and pricing are described on Just-Tech's website or within the Service. By selecting a Subscription Tier and completing the registration process, Subscriber agrees to pay the applicable Subscription Fees for the selected tier. Just-Tech reserves the right to modify available Subscription Tiers, features, and pricing at any time, provided that changes to Subscriber's

current Subscription Tier shall take effect at the beginning of Subscriber's next billing period following notice of such change.

3. Subscription and Access Rights.

3.1 Subscription Grant. Subject to and conditioned on Subscriber's payment of Subscription Fees and compliance with all other terms and conditions of this Agreement, the Acceptable Use Policy, Just-Tech hereby grants to Subscriber a non-exclusive, non-sublicensable, and non-transferable right to access and use the Service and Documentation solely for the Permitted Use during the Subscription Term, limited to (a) the number of Authorized Users not exceeding the number of Seats included in Subscriber's selected Subscription Tier, (b) the Subscription Tier and features selected by Subscriber during account registration, (c) the Usage Limits, and (d) permitted internal business purposes.

3.2 Scope of Access. Pursuant to the subscription granted under Section 3.1, and in accordance with the terms and conditions hereof, Subscriber has the right to do each of the following in connection with the Permitted Use:

(a) access and use the Service via the internet through supported web browsers and in accordance with the Documentation, for use by Subscriber and each Authorized User, provided, however, that the total number of concurrent Authorized Users shall not exceed the number of Seats included in Subscriber's selected Subscription Tier, except as expressly agreed in writing by the Parties and subject to any appropriate adjustment of the Subscription Fees payable hereunder;

(b) access and use the Service, including for submitting AI Subscriber Input to and receiving AI Subscriber Output from the AI Features and otherwise Processing Subscriber Data;

(c) generate, print, copy, upload, download, store, and otherwise Process all output, displays, and content as may result from any access to or use of the Service; and

(d) access and use the APIs as may be necessary for the effective use of the Service in accordance with the Documentation and any API documentation provided by Just-Tech.

3.3 Authorized User Management. Subscriber is responsible for: (a) maintaining the confidentiality of all Access Credentials issued to or created by Authorized Users; (b) ensuring that each Authorized User complies with this Agreement and the Acceptable Use Policy; (c) all activities that occur under Authorized User accounts; and (d) promptly notifying Just-Tech of any unauthorized use of Access Credentials or any other breach of security. Subscriber may reassign Seats among Authorized Users, but Seats may not be shared concurrently by multiple individuals. Subscriber is responsible for the acts and omissions of all Authorized Users as if such acts and omissions were Subscriber's own.

3.4 Access Restrictions. Except as expressly permitted by this Agreement, Subscriber shall not, and shall not permit others to:

- (a) copy, modify, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Platform Software or any component of the Service;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Service available to any third party, including by operating a service bureau or outsourcing facility;
- (c) reverse engineer, disassemble, decompile, decode, or adapt the Platform Software or any component of the Service, or otherwise attempt to derive or gain access to the source code of the Platform Software, in whole or in part;
- (d) remove any proprietary notices or labels;
- (e) attempt to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms in the Service, including any such mechanism used to restrict or control the functionality of the Service;
- (f) release, publish, or otherwise make available to any third party the results of any performance or functional evaluation of the Service without Just-Tech's prior written approval;
- (g) use the Service to develop or commercialize a competing service or product;
- (h) attempt to gain unauthorized access to any component or portion of the Service, Just-Tech Systems, or any other accounts, computer systems, or networks connected to the Service, or obtain or attempt to obtain any materials or information made available through any component or portion of the Service not intentionally made available by Just-Tech to its customers;
- (i) use the Service for any unlawful purpose or in any manner that is prohibited by applicable Laws or the Acceptable Use Policy;
- (j) use the Service or any Documentation in any Embargoed Country or allow use of the Service or Documentation by a sanctioned person or entity;
- (k) share Access Credentials among multiple individuals or use automated scripts, bots, scrapers, or other automated means to access the Service, except as approved in writing by Just-Tech;
- (l) exceed the Usage Limits or use the Service in a manner that degrades the Service for other customers or places an unreasonable load on the Just-Tech Systems; or
- (m) use the Service from, or permit access to the Service from, any location outside of the United States.

3.5 Documentation License. Just-Tech hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license to prepare, reproduce, print, download, and use a reasonable number of copies of the Documentation during the Subscription Term as may be necessary or useful for any use of the Service as permitted under this Agreement.

4. Updates and Maintenance.

4.1 Just-Tech may, from time to time and in its sole discretion, develop and deploy updates, patches, bug fixes, enhancements, and other modifications to the Service, including security patches, performance improvements, and other changes (collectively, "**Updates**"). Because the Service is cloud-hosted, Just-Tech may deploy Updates to the Service at any time without prior notice to Subscriber, and such Updates shall automatically apply to Subscriber's instance of the Service upon deployment.

4.2 Just-Tech may also perform scheduled or emergency maintenance on Just-Tech Systems from time to time, which may result in temporary unavailability or degradation of the Service; Just-Tech shall use commercially reasonable efforts to schedule maintenance during off-peak hours and, where practicable, provide advance notice to Subscriber of scheduled maintenance windows, provided that Just-Tech may conduct emergency maintenance at any time without prior notice if necessary to maintain the security, stability, or integrity of the Service or Just-Tech Systems. In connection with Updates and maintenance, Subscriber shall: (a) ensure that Authorized Users access and use the then-current version of the Service as deployed by Just-Tech; (b) promptly report to Just-Tech through the support channels described in Section 5.7 any material errors, defects, or performance issues encountered in connection with any Update; and (c) refrain from relying on any feature, functionality, or behavior of the Service that Just-Tech has notified Subscriber is deprecated, discontinued, or subject to removal.

4.3 Notwithstanding anything to the contrary in Section 9.2, Just-Tech's warranty obligations thereunder do not apply to, and Just-Tech shall have no liability for, any issue, defect, or nonconformity arising from: (a) Subscriber's or any Authorized User's continued use of any superseded, deprecated, or discontinued feature or functionality of the Service following notice thereof from Just-Tech; or (b) Subscriber's failure to comply with its obligations set forth in Section 4.1 or Section 4.2. The foregoing warranty limitations are supplemental to, and not in lieu of, the warranty exclusions set forth in Section 9.2(d).

5. Service Delivery and Operations.

5.1 **Hosting and Access.** Just-Tech shall host and operate the Service on Just-Tech Systems, which may include infrastructure provided by one or more Hosting Providers. Subscriber shall access the Service via the internet using supported web browsers as specified in the Documentation. Subscriber is solely responsible for: (a) obtaining and maintaining all internet connectivity, computer hardware, software, and other equipment necessary to access and use the Service; (b) all costs and fees associated with such connectivity and equipment; and (c) the security and proper configuration of Subscriber's own systems and networks.

5.2 **Subcontractors and Hosting Providers.** Subscriber acknowledges and agrees that Just-Tech may use Hosting Providers and other subprocessors to provide the Service. Subscriber's acceptance of this Agreement constitutes consent to Just-Tech's use of Hosting Providers and

subprocessors to deliver the Service. If Subscriber has concerns regarding any particular Hosting Provider, Subscriber should raise such concerns prior to entering into this Agreement.

5.3 Service Commencement. Following Subscriber's completion of account registration and subscription selection, Just-Tech shall provision Subscriber's access to the Service and provide Subscriber with Access Credentials (or the ability to create Access Credentials), API access as applicable, and access to the Documentation.

5.4 Feature Modifications. Subscriber acknowledges and agrees that Just-Tech may, in its sole discretion, update, add, remove, or modify features or functionality of the Service from time to time (each, a "**Feature Modification**"). Just-Tech will use commercially reasonable efforts to provide advance notice of Feature Modifications that materially change the Service. Notwithstanding the foregoing, Just-Tech shall not make any Feature Modification that results in a material degradation of the overall core functionality of the Service as made available to Subscriber as of the Service Commencement Date. In the event of any such material degradation, Subscriber may terminate this Agreement pursuant to the terms of Section 12.3(c) below.

5.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Just-Tech may temporarily suspend or terminate Subscriber's, any of its Authorized Users', or any other person's or entity's access to any portion or all of the Service at any time if, in accordance with commercially reasonable industry practices and the reasonable judgment of Just-Tech:

- (a) there is a threat or attack on the Just-Tech Materials;
- (b) Subscriber's or any of its Authorized Users' use of the Just-Tech Materials poses a security risk to any Just-Tech Materials or to any other customer or their data;
- (c) Subscriber or any Authorized User is using any Just-Tech Materials for fraudulent or illegal activities or in violation of Section 3.4 or the Acceptable Use Policy;
- (d) Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding;
- (e) Just-Tech's provision of the Service is prohibited by applicable Law;
- (f) Subscriber fails to pay Subscription Fees in accordance with Section 6 below; or
- (g) any Licensor-Facilitated AI Provider suspends, terminates, or materially restricts Just-Tech's access to their services.

Just-Tech shall use commercially reasonable efforts to provide advance notice of any Service Suspension, except where immediate suspension is necessary to prevent harm. Just-Tech will have no liability for any Losses or any other consequences that Subscriber or any Authorized User may incur as a result of a Service Suspension.

5.6 Service Availability. SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED AS AN EARLY RELEASE OFFERING. JUST-TECH DOES NOT GUARANTEE ANY SPECIFIC LEVEL OF SERVICE AVAILABILITY, UPTIME, OR PERFORMANCE. JUST-TECH SHALL USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE SERVICE AVAILABLE, BUT SUBSCRIBER ACKNOWLEDGES THAT THE SERVICE MAY BE SUBJECT TO INTERRUPTIONS, DELAYS, ERRORS, AND OTHER PROBLEMS. JUST-TECH SHALL HAVE NO LIABILITY FOR ANY UNAVAILABILITY OF THE SERVICE AND SHALL NOT BE OBLIGATED TO PROVIDE SERVICE CREDITS OR OTHER REMEDIES FOR DOWNTIME.

5.7 Support. Just-Tech shall provide basic customer support for the Service via email at support@jtai.law during Just-Tech's standard business hours (9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding U.S. federal holidays). Just-Tech does not guarantee any specific response times.

5.8 Security. Just-Tech shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect Subscriber Data against unauthorized access, use, or disclosure. Such safeguards shall be appropriate to the nature of the Subscriber Data processed and shall include encryption of Subscriber Data in transit and at rest, access controls, and logging of access to Subscriber Data. Upon Subscriber's written request, Just-Tech shall provide a summary of its security practices.

5.9 Backups and Disaster Recovery. Just-Tech performs automated backups of Just-Tech Systems, configurations, and workflows for disaster recovery purposes only. SUBSCRIBER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE BACKUP COPIES OF ALL SUBSCRIBER DATA, INCLUDING ANY FILES, DOCUMENTS, OR OTHER CONTENT UPLOADED TO THE SERVICE. JUST-TECH SHALL HAVE NO LIABILITY, RESPONSIBILITY, OR OBLIGATION FOR ANY LOSS, CORRUPTION, DELETION, OR UNAVAILABILITY OF SUBSCRIBER DATA, REGARDLESS OF THE CAUSE. Subscriber acknowledges that the primary copies of Subscriber Data should be maintained in Subscriber's own repositories and systems (e.g., SharePoint, document management systems).

5.10 Third-Party Service Availability. The Service may depend on or integrate with third-party services, including Licensor-Facilitated AI Providers and Hosting Providers. JUST-TECH IS NOT RESPONSIBLE FOR THE UPTIME, AVAILABILITY, PERFORMANCE, OR CONDUCT OF ANY THIRD-PARTY SERVICE. Any outage, degradation, or issue with a third-party service shall not constitute a breach of this Agreement by Just-Tech.

6. Fees and Payment.

6.1 Subscription Fees. The fees for the subscription to the Service consist of the applicable fees for Subscriber's selected Subscription Tier ("**Subscription Fees**"), as described on Just-Tech's website or within the Service at the time of registration. Subscription Fees are based on the

number of Seats and the Subscription Tier selected by Subscriber. Unless otherwise specified, all Subscription Fees are billed monthly in advance. Subscriber shall pay Subscription Fees by credit card or ACH, as designated by Subscriber at the time of registration. Subscriber authorizes Just-Tech to charge Subscriber's designated payment method for all Subscription Fees when due. Subscriber shall make all payments in US dollars.

6.2 Fee Changes. Just-Tech may increase Subscription Fees at any time by providing at least thirty (30) calendar days' prior notice to Subscriber. Fee changes will take effect at the beginning of the next billing period following the notice period. Subscriber's continued use of the Service after the fee change takes effect constitutes acceptance of the new fees. If Subscriber does not agree to the fee change, Subscriber may cancel the subscription before the fee change takes effect.

6.3 Payment Disputes. If Subscriber believes a charge is incorrect, Subscriber must notify Just-Tech within thirty (30) days of the charge by contacting Just-Tech at the support email address provided in the Service. Just-Tech will review the dispute and, if Just-Tech determines the charge was incorrect, will issue a credit or refund as appropriate. Disputes raised after such thirty (30) day period shall be deemed waived.

6.4 Taxes. All Subscription Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Just-Tech's income.

6.5 No Refunds. All Subscription Fees are non-refundable. If Subscriber cancels the subscription, Subscriber will retain access to the Service through the end of the then-current billing period, but Subscriber shall not be entitled to any refund or credit for the remainder of such billing period or for any unused Seats or features.

7. **Confidential Information.**

7.1 Confidentiality. In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that should reasonably be considered confidential or proprietary based on the nature of the information and circumstances of disclosure, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, (a) all Subscriber Data is and will remain the Confidential Information of Subscriber; (b) the Service, Platform Software, and Documentation are and will remain the Confidential Information

of Just-Tech; and (c) the financial terms and existence of this Agreement are the Confidential Information of both Parties.

7.2 Exclusions. Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3 Confidentiality and Use. Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither Party would enter into this Agreement without assurance that such information and its value will be protected as provided in this Section and elsewhere in this Agreement. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall during the Term and for three (3) years thereafter:

(a) Not access or use, or permit the access or use of, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.

(b) Not use or permit the use of any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage over the Disclosing Party.

(c) Except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section.

(d) Safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

(e) Ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section.

(f) Promptly notify the Disclosing Party in writing of any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

7.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law or court order to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party shall promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under this Section 7. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. No such compelled disclosure by the Receiving Party will otherwise affect the Receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.

8. Intellectual Property Rights.

8.1 Ownership of Subscriber Data. Subscriber may, but is not required to, provide Subscriber Data to Just-Tech in connection with this Agreement. As between Subscriber and Just-Tech, Subscriber is and will remain the sole and exclusive owner of all right, title, and interest in and to all Subscriber Data, including all Intellectual Property Rights relating thereto, subject to the terms of this Agreement, including the limited license granted in Section 8.2 and disclaimers with respect to AI Subscriber Output in Section 9.4.

8.2 Limited License and Restrictions on Use of Subscriber Data.

(a) Subject to the terms and conditions of this Agreement, Subscriber hereby grants Just-Tech a limited, royalty-free, fully-paid up, and non-exclusive license to Process the Subscriber Data as instructed by Subscriber or an Authorized User or as necessary to provide the Service for Subscriber's benefit as provided in this Agreement for so long as Subscriber or any Authorized User uploads or stores such Subscriber Data for Processing by or on behalf of Just-Tech and/or on the Just-Tech Systems.

(b) Just-Tech shall not combine or commingle Subscriber Data with data or information of Just-Tech or any third party, and shall logically segregate and isolate Subscriber Data from all such Just-Tech and third-party data.

(c) For the avoidance of doubt, Just-Tech shall not use Subscriber Data or any other Confidential Information of Subscriber to train, retrain, tune, validate, modify, update, or otherwise improve the AI Features, any AI Technology, or Just-Tech Materials generally, except that Just-Tech may use AI Subscriber Input and AI Subscriber Output to train, retrain, tune, validate, modify, update,

or otherwise improve the AI Features solely for the use and benefit of Subscriber and its Authorized Users.

(d) Notwithstanding anything to the contrary in this Agreement, Just-Tech may monitor Subscriber's use of the Service and collect and use technical and operational data regarding the performance, availability, feature utilization, and error events related to Subscriber's and its Authorized Users' use of the Service ("**Usage Data**") to compile statistical and performance information related to the provision, operation, use, and security of the Service ("**Aggregated Statistics**"). Aggregated Statistics shall be aggregated and anonymized and shall not identify Subscriber or its Confidential Information. Subject to the terms and conditions of this Agreement, Subscriber hereby grants Just-Tech a perpetual, irrevocable, royalty-free, fully-paid up, non-exclusive license to use Usage Data to compile Aggregated Statistics and to use such Aggregated Statistics for any lawful business purpose, including to improve, enhance, and secure the Service and Just-Tech's other products and services.

8.3 Just-Tech Materials and Third-Party Materials.

(a) Just-Tech is and will remain the sole and exclusive owner of all right, title, and interest in and to the Just-Tech Materials, including, without limitation, any improvements, modifications, or enhancements to, or derivatives of the Just-Tech Materials, whether made prior to or after the Term, and all Intellectual Property Rights therein, subject to Section 8.1 and the authorizations, licenses, and rights granted in this Agreement.

(b) Ownership of all Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with the respective owners thereof, subject to the authorizations, licenses, and rights granted in this Agreement.

8.4 No Implied Rights.

(a) Except for the limited license(s) expressly provided in Section 8.2, nothing contained in this Agreement shall be construed as granting Just-Tech or any third party any right, title, or interest in or to any Subscriber Data, whether by implication, estoppel, or otherwise.

(b) Except for the limited license(s) expressly provided herein, nothing contained in this Agreement shall be construed as granting Subscriber or any third party any right, title, or interest in or to any Just-Tech Materials, whether by implication, estoppel, or otherwise.

9. Representations, Warranties, and Covenants.

9.1 Mutual Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other Party that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization.

(b) It has, and throughout the Term will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

(c) This Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.2 Limited Just-Tech Warranty.

(a) Just-Tech warrants that for a period of thirty (30) days from the Service Commencement Date, the Service will substantially achieve the functionality described in the Documentation. Just-Tech does not warrant, however, that Subscriber's use of the Service will be uninterrupted or error-free.

(b) Just-Tech's sole liability for any breach of the Just-Tech warranty set forth in Section 9.2(a) above shall be, in Just-Tech's sole discretion: (i) to re-perform or correct the defective Service; (ii) to advise Subscriber how to achieve substantially the same functionality with the Service as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the prepaid Subscription Fees paid by Subscriber for the affected Subscription Term.

(c) Only if Subscriber informs Just-Tech of Subscriber's problem with the Service during the applicable warranty period will Just-Tech be obligated to honor this warranty. Just-Tech will use reasonable commercial efforts to repair, re-perform, advise, or refund pursuant to the foregoing warranty within thirty (30) days of being so notified.

(d) The warranty in this Section 9.2 does not apply to, nor will Just-Tech be responsible or liable for, any issues arising from: (i) Service issues caused by Subscriber's network, connectivity, hardware, or software; (ii) use of the Service in a manner other than as permitted by this Agreement or the Documentation; (iii) unauthorized modifications to the Service by Subscriber or third parties; (iv) Subscriber Systems; (v) third-party services, including Licensor-Facilitated AI Providers; or (vi) material breach of this Agreement by Subscriber.

9.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND JUST-TECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. JUST-TECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. JUST-TECH MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, THE OUTPUT AND/OR ANY RESULTS OF THE USE THEREOF,

WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF SUBSCRIBER'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICE REMAINS WITH SUBSCRIBER.

9.4 Acknowledgments. Subscriber hereby expressly acknowledges and agrees, on behalf of itself and its Authorized Users, that:

(a) The AI Subscriber Output and any data, reports, or other results, contents, or materials that are specifically provided, or made accessible, to Subscriber and/or any Authorized User through use of or in connection with the Service (collectively, "**Service Output**") may be generated, in whole or in part, through the use of AI Technology, and notwithstanding any review or revision by any Just-Tech Personnel (whether an attorney or otherwise), is solely intended to represent the output of the Service, and does not constitute legal or business advice of any kind whatsoever.

(b) Just-Tech makes no representations or warranties regarding the accuracy, completeness, reliability, originality, or uniqueness of any Service Output. Service Output may contain errors, omissions, or other inaccuracies and should not be relied upon as a substitute for professional advice, judgment, or human review.

(c) Just-Tech does not guarantee that Service Output is free from third-party claims of infringement, misappropriation, or violation of intellectual property or other rights. Subscriber is solely responsible for reviewing and using Service Output in accordance with applicable Laws and regulations.

(d) Neither the Service nor any Service Output (including any documents, document descriptions, categories, help resources, summaries, or the contents thereof) is intended to or shall be deemed or considered as the rendering of legal or business advice, either generally or in connection with any specific issue or matter. The Service and all Service Output is intended for general informational and educational purposes only. Subscriber and all Authorized Users are solely responsible for obtaining legal or business advice from their own lawyer or other professional and should not rely on the Service or the Service Output for any reason.

(e) The Service may generate Service Output, including, without limitation, results, reports, content, or other output, that includes or relies on Just-Tech Materials. Service Output, and any contents thereof, may be substantially similar or identical to outputs or deliverables provided to other users of the Service or customers of Just-Tech, and such similarity does not constitute a breach of this Agreement or any obligation of confidentiality.

(f) Subscriber is solely responsible for maintaining adequate backup copies of any Subscriber Data and any Service Output. JUST-TECH SHALL HAVE NO LIABILITY, RESPONSIBILITY,

OR OBLIGATION FOR ANY LOSS, CORRUPTION, DELETION, OR UNAVAILABILITY OF SUBSCRIBER DATA OR SERVICE OUTPUT, REGARDLESS OF THE CAUSE, INCLUDING DUE TO JUST-TECH'S NEGLIGENCE, SYSTEM FAILURES, OR THIRD-PARTY SERVICE INTERRUPTIONS.

9.5 Third-Party AI Tools.

(a) Licensor-Facilitated AI Providers. Subscriber acknowledges that certain AI Features of the Service may be powered by, rely on, or connect to Licensor-Facilitated AI Providers.

Notwithstanding that Just-Tech may implement, configure, or facilitate the connection between the Service and such Licensor-Facilitated AI Providers, Just-Tech does not own, operate, or control such providers and shall not be responsible or liable for any acts, omissions, practices, policies, or conduct of any Licensor-Facilitated AI Provider, including any such provider's collection, use, storage, retention, processing, disclosure, or other handling of Subscriber Data, AI Subscriber Input, AI Subscriber Output, or any other information transmitted to or processed by such Licensor-Facilitated AI Provider in connection with the AI Features.

(b) Third-Party Terms and Policies. Subscriber acknowledges that Licensor-Facilitated AI Providers may be subject to their own terms of service, acceptable use policies, privacy policies, and data processing practices, which may permit such providers to use, retain, or process data transmitted through the AI Features for purposes including, but not limited to, model training, service improvement, safety monitoring, or abuse prevention. Just-Tech makes no representations or warranties regarding the terms, policies, or practices of any Licensor-Facilitated AI Provider.

(c) DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUST-TECH DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO ANY LICENSOR-FACILITATED AI PROVIDER, NOTWITHSTANDING THAT JUST-TECH MAY HAVE IMPLEMENTED, CONFIGURED, OR FACILITATED THE CONNECTION BETWEEN THE SERVICE AND SUCH PROVIDER, INCLUDING ANY CLAIMS RELATED TO THE PERFORMANCE, AVAILABILITY, ACCURACY, DATA PRIVACY, DATA SECURITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR BREACH OF CONFIDENTIALITY BY SUCH LICENSOR-FACILITATED AI PROVIDERS OR THEIR RESPECTIVE PROVIDERS.

(d) Subscriber Responsibility. Subscriber is solely responsible for: (i) reviewing and understanding the terms, policies, and practices of any Licensor-Facilitated AI Provider; (ii) determining whether the use of AI Features (whether powered by Licensor-Facilitated AI Providers) is appropriate for Subscriber's intended purposes, including with respect to any sensitive, confidential, or regulated data; and (iii) obtaining any consents or authorizations required under applicable Law for the transmission of Subscriber Data to such providers.

10. Indemnification.

10.1 General Indemnification. Each Party (the "**Indemnitor**") shall indemnify, defend, and hold harmless the other Party (the "**Indemnitee**") from and against any and all Losses incurred by the Indemnitee resulting from any Action by a third party (other than an Affiliate of the Indemnitee) to the extent that such Losses arise out of or result from the gross negligence, willful misconduct, or more culpable act or omission of the Indemnitor in connection with this Agreement.

10.2 Infringement Indemnification by Just-Tech. Subject to Section 10.3, Just-Tech shall indemnify, defend, and hold harmless Subscriber from and against any and all Losses incurred by Subscriber resulting from any Action by a third party (other than an Affiliate of Subscriber) that the Service (excluding any AI Features), or Subscriber's or any Authorized User's use thereof in accordance with the terms and conditions of this Agreement, infringes, misappropriates, or otherwise violates such third party's United States Intellectual Property Rights.

10.3 Exclusions to Infringement Indemnity by Just-Tech. Just-Tech's indemnification obligation under Section 10.2 shall not apply to any Action or Loss to the extent that such Action or Loss arises out of or results from:

- (a) Subscriber's, its Affiliates', or its Authorized Users' use of the Service or AI Subscriber Outputs in combination with any products, services, or software not provided by or on behalf of Just-Tech;
- (b) Modification of the Service or AI Subscriber Outputs by Subscriber or any Authorized User;
- (c) Use or Processing of AI Subscriber Input, in the form submitted, provided, or made available by Subscriber or its Authorized Users without modification, by (i) Subscriber or its Authorized Users or (ii) Just-Tech in its performance of the Service solely for the benefit of Subscriber strictly in accordance with the terms of this Agreement;
- (d) With respect to AI Subscriber Output, (i) Subscriber's use or creation of AI Subscriber Output that it knew or should have known was infringing; (ii) trademark violations resulting from Subscriber's use of the AI Subscriber Output in trade or commerce; or (iii) Subscriber's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the AI Features;
- (e) Any Service Output or AI Subscriber Output generated by AI Features or any Licensor-Facilitated AI Provider; or
- (f) Subscriber's continued use of the Service after Just-Tech has notified Subscriber of an infringement claim and provided a non-infringing alternative.

10.4 Indemnification by Subscriber. Subscriber shall indemnify, defend, and hold harmless Just-Tech from and against all Losses incurred by Just-Tech resulting from any Action by a third party (other than an Affiliate of Just-Tech) to the extent that such Losses arise, are alleged to arise out of, or result from:

(a) Subscriber Systems and/or Subscriber Data, including, without limitation, any claim that any Subscriber System or Subscriber Data is unlawful or infringes, misappropriates, or otherwise violates such third party's Intellectual Property Rights, provided, however, that Subscriber shall have no liability or obligation with respect to any Action or Losses to the extent that such Action or Losses arise out of or result from: (i) Just-Tech's material breach of the terms of this Agreement with respect to the applicable Subscriber Systems or Subscriber Data; or (ii) any unauthorized access to or use, disclosure, or other Processing of Subscriber Data, by or on behalf of Just-Tech;

(b) Any use of the Service by Subscriber or any Authorized User that materially violates the terms of this Agreement or the Acceptable Use Policy; or

(c) Any violation of applicable Law by Subscriber or any Authorized User in connection with the use of the Service.

10.5 Indemnification Procedure. The Indemnitee shall promptly notify the Indemnitor in writing of any Action for which it seeks indemnification pursuant to this Section 10 and cooperate with the Indemnitor at Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. A Party's failure to perform any obligations under this Section 10.5 will not relieve the Indemnitor of its obligations under Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11. Limitations on Liability.

11.1 EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11.2 EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND

OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO JUST-TECH UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 ARE A FUNDAMENTAL PART OF THE AGREEMENT BETWEEN THE PARTIES, AND THAT JUST-TECH WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE THE SERVICE WITHOUT SUCH LIMITATIONS. THE SUBSCRIPTION FEES REFLECT AND ARE SET IN RELIANCE UPON THESE LIMITATIONS.

12. Term and Termination.

12.1 Agreement Term. This Agreement becomes effective on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for so long as Subscriber maintains an active subscription to the Service (the "**Term**"). The Term continues month-to-month until either Party terminates or cancels the subscription in accordance with this Agreement.

12.2 Effect of Cancellation. Subscriber may cancel the subscription at any time for any reason or no reason through the Service's account settings or by providing written notice to Just-Tech. Upon cancellation, Subscriber's access to the Service will continue through the end of the then-current billing period. Cancellation does not entitle Subscriber to any refund or credit for the remainder of the billing period.

12.3 Termination for Cause. In addition to Subscriber's rights to cancel as set forth in this Agreement:

(a) Either Party may terminate this Agreement effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(b) Either Party may terminate this Agreement effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Subscriber may terminate this Agreement upon written notice to Just-Tech if Just-Tech makes a Feature Modification that results in a material degradation of the overall core functionality of the Service as provided in Section 5.4.

(d) Just-Tech may suspend or terminate Subscriber's access to the Service, in whole or in part, upon notice to Subscriber, if Just-Tech reasonably believes that: (i) Subscriber's or any Authorized User's use of the Service poses a security risk to the Service, Just-Tech Systems, or any third party; (ii) Subscriber or any Authorized User is engaging in fraudulent or illegal activity in connection with the Service; or (iii) continued provision of the Service to Subscriber could otherwise cause material harm to Just-Tech, its other customers, or any third party. Just-Tech may, in its discretion, elect to suspend Subscriber's access pending investigation in lieu of immediate termination.

12.4 Effect of Termination. Unless otherwise expressly provided in this Agreement:

(a) Upon and after the termination or expiration of this Agreement for any or no reason:

(i) subject to the continuing rights, licenses, and obligations of either Party under this Agreement, all authorizations and licenses granted hereunder will immediately terminate and Subscriber shall cease all access to and use of the expired or terminated Service and related Just-Tech Materials;

(ii) Just-Tech shall, at Subscriber's written request made within thirty (30) days after termination or expiration, make Subscriber Data available for export in a standard format determined by Just-Tech. After such thirty (30) day period (or immediately upon termination if no such request is made), Just-Tech may destroy any documents and tangible materials containing, reflecting, incorporating, or based on Subscriber Data or Subscriber's Confidential Information and permanently erase all Subscriber Data from all Just-Tech Systems that it directly controls; and

(iii) Subscriber shall pay to Just-Tech all undisputed charges and amounts due and payable to Just-Tech, if any, for Subscription Fees that became due and owing prior to the effective date of termination.

(b) No Transition Services. Just-Tech shall not be obligated to provide any transition, migration, or similar assistance services upon termination or expiration of this Agreement.

13. **Survival.** Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, including provisions related to intellectual property rights, confidentiality, privacy, indemnification, representations and warranties, limitations of liability, notices, and effects of termination.

14. **Miscellaneous.**

14.1 Feedback. Subscriber may, but is not required to, give Just-Tech feedback, suggestions, or comments about the Service and other offerings (collectively "**Feedback**"). Just-Tech may use all Feedback freely without any restriction or obligation.

14.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency,

partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.3 Public Announcements. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

14.4 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective upon delivery. Just-Tech may provide notices to Subscriber by: (a) email to the email address associated with Subscriber's account; (b) posting within the Service; or (c) posting on Just-Tech's website. Subscriber is responsible for maintaining a current email address on file with Just-Tech. Notices from Subscriber to Just-Tech must be sent to: Just-Tech, LLC, 1345 Avenue of the Americas, 2nd Floor, New York, NY 10105; Email: legal@just-tech.com.

14.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

14.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.7 Entire Agreement. This Agreement, including any other policies or documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.8 Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other Party's

prior written consent, which consent shall not unreasonably be withheld, conditioned, or delayed, provided that Just-Tech shall have the right to assign this Agreement, in whole or in part, without Subscriber's consent, in connection with any merger, consolidation, or reorganization involving Just-Tech (regardless of whether Just-Tech is a surviving or disappearing entity), or a sale of all or substantially all of Just-Tech's business or assets relating to this Agreement to an unaffiliated third party. Any purported assignment, delegation, or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

14.9 Force Majeure. Except with respect to Subscriber's payment obligations hereunder, neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; or passage of Law or any action taken by a governmental or public authority, including imposing any export or import restriction, quota, or other restriction or prohibition; or complete or partial government shutdown; or national or regional shortage of adequate power, telecommunications, or transportation (each of the foregoing, a "Force Majeure Event"), in each case, provided that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

14.11 Amendment and Modification; Waiver. Just-Tech may update or amend this Agreement at any time by providing at least thirty (30) days' prior notice to Subscriber via email or posting within the Service. If Subscriber does not agree to the amended terms, Subscriber may terminate this Agreement by canceling the subscription before the effective date of the amendments. Subscriber's continued use of the Service after the effective date of amended terms constitutes Subscriber's acceptance of and agreement to such amended terms. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.13 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.14 Cumulative Remedies. Except as otherwise expressly set forth in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at Law, in equity, by statute, in any other agreement between the Parties, or otherwise.

BY CREATING AN ACCOUNT, CLICKING "I AGREE," OR OTHERWISE ACCESSING OR USING THE SERVICE, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT AS OF THE EFFECTIVE DATE.