

## JTSYNC 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-hosted metadata synchronization service that automatically synchronizes case record data between LegalServer and Microsoft SharePoint; and

WHEREAS, Subscriber desires to obtain subscription access to the Just-Tech JTSync service for its internal case management 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, password, or other security credentials used by Subscriber or its Authorized Administrators to access the Service, including the administrative interface for downloading Audit Logs and configuring Service settings.

"**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 9.2(c).

"**Audit Log**" means a system-generated record maintained by Just-Tech of each Sync Event, including the date, time, case identifier, Metadata fields updated, and success or failure status of such Sync Event.

"**Authorized Administrator**" means any employee, contractor, or personnel of Subscriber or its Affiliates who is designated by Subscriber to access and manage the administrative interface of the Service, subject to the terms of this Agreement.

"**Base Fee**" has the meaning set forth in Section 6.2.

"**Case**" means a matter or case record maintained in Subscriber's LegalServer instance that is subject to synchronization by the Service.

"**Case Sync Fee**" has the meaning set forth in Section 6.3.

"**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 setup guides, integration instructions, configuration specifications, and other technical and administrative 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 or configuration 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.

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

"**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, 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 the 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, electronic 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.

**"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.

**"Metadata"** means the data fields maintained in Subscriber's Integrated Services that the Service is configured to synchronize between Integrated Services, including, without limitation, case dispositions, client names, problem codes, and advocate assignments, as further specified in the Documentation or during Service configuration.

**"Integrated Service"** means any third-party cloud-based software service to which the Service connects via authenticated API in order to read, write, or synchronize Metadata on behalf of Subscriber. Integrated Services are identified in the Documentation or during Service configuration. As of the Effective Date, supported Integrated Services include LegalServer and Microsoft SharePoint Online, but Just-Tech may add, remove, or modify supported Integrated Services at any time in its sole discretion.

**"Permitted Use"** means use of the Service by Subscriber solely to synchronize Metadata between Subscriber's configured Integrated Services for Subscriber's internal case management purposes.

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

**"Platform Software"** means the executable, object code version of the software underlying the Service.

**"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, 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.

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

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

"**Service**" means Just-Tech's cloud-hosted JTSync metadata synchronization service, which automatically detects changes to case records in Subscriber's Integrated Services and synchronizes the corresponding Metadata between Subscriber's configured Integrated Services via authenticated API connections, as further described in the Documentation.

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

"**Subscriber Data**" means any and all information, data, materials, works, expressions, or other content that is (a) accessed, read, or retrieved from Subscriber's Integrated Services by or on behalf of Just-Tech in connection with the Service, (b) transmitted to, or stored or processed in, Just-Tech Systems in connection with the Service, including Metadata, or (c) generated, written, or updated in Subscriber's Integrated Services by the Service. Except for Aggregated Statistics, all output, copies, reproductions, improvements, modifications, and other derivative works of, based on, or derived from any Subscriber Data are Subscriber Data.

"**Subscription Fees**" means the Base Fee and Case Sync Fees collectively payable by Subscriber under this Agreement, as further described in Section 6.

"**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.

"**Sync Event**" means each instance in which the Service detects a change to a Case in one Integrated Service and successfully updates the corresponding Metadata in another Integrated Service.

"**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, 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.

**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, Just-Tech hereby grants to Subscriber a non-exclusive, non-sublicensable, and non-transferable right to access and use the Service solely for the Permitted Use during the Subscription Term.

**3.2 Administrator Management.** Subscriber may provide Authorized Administrators with access to the Service's administrative interface for purposes of configuring field mappings, managing team roles and permissions, and reviewing Audit Logs. Subscriber is responsible for: (a) designating and managing Authorized Administrators; (b) maintaining the confidentiality of all Access Credentials; (c) ensuring that each Authorized Administrator complies with this Agreement; (d) all activities that occur under Subscriber's account; and (e) promptly notifying Just-Tech of any unauthorized use of Access Credentials or any other breach of security. Subscriber is responsible for the acts and omissions of all Authorized Administrators as if such acts and omissions were Subscriber's own.

**3.3 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;
- (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;
- (i) use the Service for any unlawful purpose or in any manner that is prohibited by applicable Laws;
- (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; or
- (k) use the Service from, or permit access to the Service from, any location outside of the United States.

**3.4 Documentation License.** Just-Tech hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license to reproduce, print, download, and use a reasonable number of copies of the Documentation during the Subscription Term solely for Subscriber's internal purposes and only as necessary for Subscriber to Use the Service for the Permitted Use.

#### **4. Free Trials**

- 4.1 Discretionary Offering.** Just-Tech may, in its sole and absolute discretion, offer free trial subscriptions to the Service. Just-Tech has no obligation to offer free trials to any particular user or at any particular time, and Just-Tech reserves the right to discontinue offering free trials at any time without notice or liability.
- 4.2 Trial Terms.** The duration, features, functionality, and limitations of any free trial are determined by Just-Tech in its sole discretion and may vary by user, region, or time period. Trial terms will be communicated to Subscriber during the registration process or within the Service. Just-Tech reserves the right to modify trial terms, including the duration and available features, at any time.
- 4.3 No Warranties.** THE SERVICE DURING ANY FREE TRIAL PERIOD IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JUST-TECH EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE DURING ANY FREE TRIAL, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SUBSCRIBER

ASSUMES ALL RISK ARISING FROM USE OF THE SERVICE DURING A FREE TRIAL.

- 4.4 Modification and Termination of Trials. Just-Tech may modify, suspend, or terminate any free trial at any time, for any reason or no reason, without prior notice and without any liability to Subscriber. Upon termination or expiration of a free trial, Subscriber's access to the Service will cease unless Subscriber converts to a paid subscription.
- 4.5 Conversion to Paid Subscription. To continue using the Service after the expiration of a free trial, Subscriber must select a paid subscription tier and provide valid payment information. If Subscriber does not convert to a paid subscription prior to the expiration of the trial period, Subscriber's access to the Service will automatically terminate at the end of the trial period.
- 4.6 Data Retention for Trial Accounts. JUST-TECH HAS NO OBLIGATION TO RETAIN, PRESERVE, OR RETURN ANY SUBSCRIBER DATA, METADATA, AUDIT LOGS, OR OTHER CONTENT ASSOCIATED WITH A TRIAL ACCOUNT. If Subscriber converts to a paid subscription within seven (7) days of trial expiration, Just-Tech will use commercially reasonable efforts to make Subscriber's trial account data available. If Subscriber does not convert to a paid subscription within seven (7) days of trial expiration, Just-Tech may permanently delete all data associated with the trial account without further notice or liability. SUBSCRIBER IS SOLELY RESPONSIBLE FOR EXPORTING OR DOWNLOADING ANY DATA PRIOR TO THE EXPIRATION OF THE FREE TRIAL.
- 4.7 Usage Limitations. Trial accounts are subject to usage limitations as determined by Just-Tech in its sole discretion, including without limitation limitations on the number of Sync Events, Integrated Services, Authorized Administrators, and Metadata fields. Just-Tech may enforce such limitations at any time.
- 4.8 Termination for Misuse. Just-Tech may immediately terminate Subscriber's trial access, without prior notice or liability, if Just-Tech reasonably determines that Subscriber has violated any provision of this Agreement, misused the trial, circumvented or attempted to circumvent any trial limitations, or used the trial for any fraudulent or unlawful purpose. Termination of trial access under this Section does not limit any other rights or remedies available to Just-Tech.

## 5. Updates and Maintenance.

5.1 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.

**5.2** 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) promptly report to Just-Tech through the support channels described in Section 5.7 any material errors, defects, or performance issues; and (b) 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.

**5.3** Notwithstanding anything to the contrary in Section 10.2, Just-Tech shall have no liability for any issue, defect, or nonconformity arising from: (a) changes to any Integrated Service's APIs, data models, or configurations that affect the Service's ability to synchronize Metadata, where such changes are outside of Just-Tech's control; (b) Subscriber's failure to maintain the access permissions required for the Service to operate within Subscriber's Integrated Services; or (c) Subscriber's failure to comply with its obligations under this Agreement or the Documentation.

## **6. Service Delivery and Operations.**

**6.1 Hosting and Integration.** Just-Tech shall host and operate the Service on Just-Tech Systems, which may include infrastructure provided by one or more Hosting Providers. The Service accesses Subscriber's Integrated Services via authenticated API connections using OAuth-based authorization. Subscriber is solely responsible for: (a) maintaining its subscriptions to all Integrated Services in good standing; (b) providing and maintaining valid API access and OAuth authorization for Just-Tech to connect to Subscriber's Integrated Services; (c) ensuring that its Integrated Services configurations are compatible with the Service as described in the Documentation; and (d) the security and proper configuration of Subscriber's own systems and networks.

**6.2 Subcontractors, Hosting Providers, and Third-Party Systems.** Subscriber acknowledges and agrees that Just-Tech may use Hosting Providers and other subcontractors to provide the Service. Subscriber further acknowledges that the Service depends on connectivity to Subscriber's Integrated Services, which are third-party systems not owned or controlled by Just-Tech. Subscriber's acceptance of this Agreement constitutes consent to Just-Tech's use of Hosting Providers and subcontractors to deliver the Service. If Subscriber has concerns regarding any particular Hosting Provider or subcontractor, Subscriber should raise such concerns prior to subscribing to the Service.

**6.3 Service Commencement.** Following Subscriber's completion of account registration and subscription selection, Subscriber may configure the Service to connect to Subscriber's Integrated Services and configure Metadata field mappings as described in the Documentation. Just-Tech's ability to operate the Service is contingent upon Subscriber's timely provision of the API access, OAuth authorization, and configuration information described in the Documentation.

**6.4 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 **13.2** below.

**6.5 Suspension.** Notwithstanding anything to the contrary in this Agreement, Just-Tech may temporarily suspend or terminate Subscriber's or any of its Authorized Administrators' 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 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 Administrator is using any Just-Tech Materials for fraudulent or illegal activities or in violation of Section 3.4;
- (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 Integrated Service provider suspends, terminates, or materially restricts Just-Tech's access to the APIs required to operate the Service in a manner that prevents Just-Tech from delivering the Service.

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 damage, liabilities, losses (including any loss of profits), or any other

consequences that Subscriber or any Authorized Administrator may incur as a result of a Service Suspension.

**6.6 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, SYNC FREQUENCY, 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, INCLUDING THOSE ARISING FROM CHANGES TO OR UNAVAILABILITY OF ANY INTEGRATED SERVICE OR ITS APIS. 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 OR MISSED SYNC EVENTS.

**6.7 Support.** Just-Tech shall provide priority customer support for the Service via email at support@jtsync.com 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.

**6.8 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 include OAuth-based authentication for all API connections, encryption of Subscriber Data in transit, access controls, and logging of access to Subscriber Data. Upon Subscriber's written request, Just-Tech shall provide a summary of its security practices.

#### **6.9 CCPA Service Provider Requirements.**

(a) **Disclosure for Business Purpose; Not a Sale.** Subscriber and Just-Tech acknowledge and agree that Subscriber's disclosure of Personal Information (as defined in Cal. Civ. Code § 1798.140(v)) to Just-Tech under this Agreement is made solely for the limited and specified business purpose of enabling Just-Tech to perform the Service **as described in this Agreement**, and does not constitute a "sale" or "sharing" of Personal Information as those terms are defined in Cal. Civ. Code §§ 1798.140(ad) and 1798.140(ah), respectively. For purposes of this Section, Just-Tech is a "service provider" as defined in Cal. Civ. Code § 1798.140(ag), and Subscriber is a "business" as defined in Cal. Civ. Code § 1798.140(d).

(b) **Restrictions on Use of Personal Information.** Just-Tech shall not:

(i) sell or share Personal Information collected pursuant to this Agreement (Cal. Civ. Code § 1798.140(ag)(1)(A));

(ii) retain, use, or disclose Personal Information for any purpose other than for the business purposes specified in this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than the business purposes specified herein, or as otherwise permitted by the CCPA (Cal. Civ. Code § 1798.140(ag)(1)(B));

(iii) retain, use, or disclose Personal Information outside of the direct business relationship between Just-Tech and Subscriber (Cal. Civ. Code § 1798.140(ag)(1)(C)); or

(iv) combine Personal Information that Just-Tech receives from, or on behalf of, Subscriber with Personal Information that Just-Tech receives from, or on behalf of, another person or persons, or collects from its own interaction with consumers, except as permitted by Cal. Civ. Code § 1798.140(ag)(1)(D) and the regulations adopted pursuant thereto to perform a business purpose as defined in the CCPA (Cal. Civ. Code § 1798.140(ag)(1)(D)).

**(c) Compliance with CCPA Obligations.** Just-Tech shall comply with all applicable provisions of the CCPA with respect to Personal Information collected pursuant to this Agreement and shall provide the same level of privacy protection as is required of businesses by the CCPA and its implementing regulations (Cal. Civ. Code § 1798.100(d)(2); 11 CCR § 7051(a)(6)).

**(d) Service Provider Certification.** Just-Tech certifies that it understands and will comply with the restrictions and obligations set forth in this Section and in Cal. Civ. Code § 1798.140(ag)(1)(A) through (D). Just-Tech shall promptly notify Subscriber if it makes a determination that it can no longer meet its obligations under the CCPA (Cal. Civ. Code § 1798.100(d)(4)). Upon such notification, or if Subscriber otherwise has reason to believe that Just-Tech is using Personal Information in a manner inconsistent with the CCPA, Subscriber shall have the right to take reasonable and appropriate steps to: (i) ensure that Just-Tech uses Personal Information in a manner consistent with Subscriber's obligations under the CCPA (Cal. Civ. Code § 1798.100(d)(3)); and (ii) upon notice, stop and remediate any unauthorized use of Personal Information (Cal. Civ. Code § 1798.100(d)(5)).

**(e) Sub-Service Providers.** If Just-Tech engages any subcontractor, Hosting Provider, or other person to Process Personal Information on Just-Tech's behalf in connection with the Service, Just-Tech shall: (i) notify Subscriber of the engagement; (ii) enter into a written agreement with such person that includes terms no less restrictive than those set forth in this Section, as required by 11 CCR § 7051(a)(9); and (iii) remain liable to Subscriber for the acts and omissions of such person with respect to Personal Information to the same extent as if Just-Tech had performed the Processing directly.

**(f) Cooperation with Consumer Requests.** Just-Tech shall reasonably cooperate with Subscriber in responding to verifiable consumer requests received by Subscriber under the CCPA, including requests to know, delete, correct, and opt out, to the extent such requests relate to Personal Information Processed by Just-Tech in connection with the Service. Just-Tech shall respond to Subscriber's instructions regarding such requests within ten (10) business days of receipt.

(g) **No Impairment of Service Provider Status.** Neither Party shall take any action that would cause Just-Tech's Processing of Personal Information under this Agreement to fall outside the scope of the service provider exemption under the CCPA. If any provision of this Agreement is construed in a manner that would impair Just-Tech's status as a service provider under the CCPA, the Parties shall negotiate in good faith to amend such provision to preserve that status while maintaining the Parties' original commercial intent.

**6.10 Backups and Disaster Recovery.** Subscriber acknowledges and agrees that the Service is not a backup, archival, or data storage solution. The Service operates solely as a pass-through synchronization mechanism and does not persistently store, retain, or maintain copies of Subscriber Data, Metadata, or documents. All Subscriber Data remains in and is accessed from Subscriber's own Integrated Services. Just-Tech performs automated backups of Just-Tech Systems, configurations, and workflows for disaster recovery purposes only, and such backups do not constitute backups of Subscriber Data. **SUBSCRIBER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE BACKUP COPIES OF ALL SUBSCRIBER DATA. JUST-TECH SHALL HAVE NO LIABILITY, RESPONSIBILITY, OR OBLIGATION FOR ANY LOSS, CORRUPTION, DELETION, OR UNAVAILABILITY OF SUBSCRIBER DATA, REGARDLESS OF THE CAUSE.**

**6.11 Third-Party Service Availability.** The Service depends on connectivity to Subscriber's Integrated Services, all of which are operated by third parties independent of Just-Tech. **JUST-TECH IS NOT RESPONSIBLE FOR THE UPTIME, AVAILABILITY, PERFORMANCE, API COMPATIBILITY, OR CONDUCT OF ANY INTEGRATED SERVICE OR ANY OTHER THIRD-PARTY SERVICE.** Any outage, degradation, API change, or other issue with a third-party service or Integrated Service shall not constitute a breach of this Agreement by Just-Tech, and Just-Tech shall have no obligation to provide refunds, credits, or other remedies for any such third-party service issues.

**6.12 Audit Logs.** Just-Tech shall maintain Audit Logs of all Sync Events during the Subscription Term. Authorized Administrators may access and download Audit Logs through the administrative interface of the Service at any time during the Subscription Term. Subscriber is solely responsible for downloading and retaining copies of Audit Logs prior to termination or cancellation of the subscription.

## **7. Fees and Payment.**

**7.1 Subscription Fees.** The fees for the subscription to the Service consist of the monthly subscription fee for Subscriber's selected subscription tier (collectively, "**Subscription Fees**"), as described on Just-Tech's website or within the Service at the time of registration. Subscriber shall make all payments in US dollars. 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. Just-Tech may, at its discretion, elect to invoice Subscriber for Subscription Fees in lieu of automatic payment, in which case Subscriber shall pay all undisputed invoices within thirty (30) days after Subscriber's receipt of a proper invoice.

**7.2 Base Fee.** Subscriber shall pay Just-Tech a monthly subscription fee as determined by Subscriber's selected subscription tier (the "**Base Fee**"). The Base Fee for the first month of the Subscription Term shall be due and payable immediately upon completion of account registration. Thereafter, the Base Fee shall be billed monthly in advance on the applicable billing anniversary. Subscriber authorizes Just-Tech to charge Subscriber's designated payment method for all Subscription Fees when due.

**7.3 Case Sync Fees.** If Subscriber's selected subscription tier includes usage-based fees, Subscriber shall pay Just-Tech such fees in accordance with the pricing described on Just-Tech's website or within the Service at the time of registration ("**Case Sync Fees**"). Just-Tech shall track usage using its internal tracking systems and charge Subscriber for the applicable Case Sync Fees monthly in arrears. Subscriber authorizes Just-Tech to charge Subscriber's designated payment method for all Case Sync Fees when due.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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 Service capacity.

## **8. Confidential Information.**

**8.1 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, including all Metadata and case record information accessed or processed by the Service, 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.

**8.2 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.

**8.3 Confidentiality Obligations.** 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.

**8.4 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 **8**. 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.

## **9. Intellectual Property Rights.**

**9.1 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 only to the limited license granted in Section 8.2.

## **9.2 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 access, read, process, and write Subscriber Data solely as necessary to provide the Service for Subscriber's benefit as provided in this Agreement for so long as Subscriber remains subscribed to the Service under this Agreement.

(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 avoidance of doubt, Just-Tech shall not use Subscriber Data or any other Confidential Information of Subscriber to develop, train, improve, or commercialize any Just-Tech product or service other than for the purpose of providing the Service to Subscriber under this Agreement. Notwithstanding the foregoing, Just-Tech may monitor Subscriber's use of the Service and collect and use technical and operational data regarding the performance, availability, and error events related to the Service ("**Usage Data**") to compile statistical and performance information related to the provision, operation, 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.

## **9.3 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.

## **9.4 No Implied Rights.**

(a) Except for the limited license expressly provided in Section 9.2, 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 licenses 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.

## **10. Representations, Warranties, and Covenants.**

**10.1 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) The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party.

(d) When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

## **10.2 Disclaimer.**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JUST-TECH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION 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, OR ANY RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE ACCURATE, RELIABLE, OR ERROR-FREE, OR BE COMPATIBLE OR WORK WITH ANY INTEGRATED SERVICE OR ANY OTHER THIRD-PARTY SOFTWARE, SYSTEM, OR SERVICE. SUBSCRIBER ASSUMES ALL RISK ARISING FROM USE OF THE SERVICE.

**10.3 Subscriber Acknowledgments.** Subscriber expressly acknowledges and agrees that:

(a) The accuracy of Sync Events depends on the accuracy and completeness of the underlying data in Subscriber's Integrated Services. Just-Tech does not verify, validate, or guarantee the accuracy of any Metadata read from or written to any Integrated Service.

(b) Just-Tech makes no representations or warranties regarding the accuracy, completeness, or currency of any Metadata synchronized by the Service. Subscriber is solely responsible for verifying the accuracy of Metadata in its Integrated Services.

(c) The Service does not constitute and should not be relied upon as a substitute for proper records management practices. Subscriber is solely responsible for maintaining accurate and complete case records in its Integrated Services.

(d) Just-Tech is not responsible for any errors, omissions, or data discrepancies arising from changes to any Integrated Service's data models, field configurations, or APIs, from Subscriber's reconfiguration of its Integrated Services, or from any other modification to Subscriber's systems that affects the compatibility of the Service.

(e) Subscriber is solely responsible for obtaining and maintaining any authorizations, consents, or permissions required under applicable Law or any agreement with the providers of its Integrated Services for Just-Tech's access to Subscriber's Integrated Services in connection with the Service.

## **11. Indemnification.**

**11.1 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.

**11.2 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, or Subscriber'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.

**11.3 Exclusions to Infringement Indemnity by Just-Tech.** Just-Tech's indemnification obligation under Section 11.2 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 or its Affiliates' use of the Service in combination with any products, services, or software not provided by or on behalf of Just-Tech;

(b) modification of the Service by Subscriber or any third party not authorized by Just-Tech;

(c) use or Processing of Subscriber Data by Just-Tech in its performance of the Service strictly in accordance with the terms of this Agreement; or

(d) Subscriber's continued use of the Service after Just-Tech has notified Subscriber of an infringement claim and provided a non-infringing alternative.

**11.4 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 Data, including, without limitation, any claim that any 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 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 Administrator that materially violates the terms of this Agreement; or

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

**11.5 Indemnification Procedure.** The Indemnitee shall promptly notify the Indemnitor in writing of any Action for which it seeks indemnification pursuant to this Section 11 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 11.5 will not relieve the Indemnitor of its obligations under Section 11 except to the extent that Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

## **12. Limitations on Liability.**

**12.1** 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.

**12.2** 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.

**12.3** THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 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.

### **13. Term and Termination.**

**13.1 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.

**13.2 Termination and Cancellation.** In addition to any other termination right set forth in this Agreement:

(a) 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.

(b) 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.

(c) Just-Tech may terminate or suspend Subscriber's access to the Service at any time, with or without cause, upon notice to Subscriber. If Just-Tech terminates Subscriber's access without cause and Subscriber has prepaid Subscription Fees, Just-Tech will provide a pro-rata refund of prepaid fees for the period following termination.

### **13.3 Effect of Termination or Expiration.**

(a) Upon and after the termination or cancellation of this Agreement for any or no reason: (i) all authorizations and licenses granted hereunder will immediately terminate at the end of the billing period and Subscriber shall cease all access to and use of the Service and related Just-Tech Materials; (ii) Subscriber shall pay to Just-Tech all undisputed charges and amounts due and payable to Just-Tech for Subscription Fees that became due and owing prior to the effective date of termination; and (iii) Just-Tech will retain Subscriber Data, Metadata, and Audit Logs for thirty (30) days following termination or cancellation, after which Just-Tech may permanently delete all such data without further notice or liability. Subscriber is solely responsible for downloading Audit Logs and exporting any data from its Integrated Services during this 30-day period. JUST-TECH HAS NO OBLIGATION TO RETAIN, RETURN, OR EXPORT ANY SUBSCRIBER DATA, METADATA, OR AUDIT LOGS AFTER THIS 30-DAY PERIOD.

(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.

**14. 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.

### **15. Miscellaneous.**

**15.1 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.

**15.2 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.

**15.3 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.

**15.4 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: support@just-tech.com.

**15.5 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 to sections, exhibits, and appendices mean those attached to this Agreement; references to an agreement mean such agreement as amended from time to time; and references to a statute mean such statute as amended from time to time and include any successor legislation and regulations promulgated thereunder.

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

**15.7 Entire Agreement.** This Agreement, including any Exhibits and any other 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.

**15.8 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, 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.

**15.9 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, terrorist threats or acts, riot, or other civil unrest; embargoes or blockades; national or regional emergency; passage of Law or action taken by a governmental authority; complete or partial government shutdown; or national or regional shortage of adequate power, telecommunications, or transportation (each, 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.

**15.10 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.

**15.11 Amendment and Modification.** 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.

**15.12 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, 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.

**15.13 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. Any legal suit, action, or proceeding arising out of this Agreement 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.

**15.14 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.

**15.15 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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.

## **EXHIBIT A**

### **Service Description**

JTSync is Just-Tech's cloud-hosted metadata synchronization service that operates as a background process to keep document libraries and case management systems automatically aligned. The Service requires no user interaction and does not alter Subscriber's existing workflows.

### **How JTSync Works**

JTSync continuously monitors Subscriber's configured Integrated Services for changes to case records. When a change is detected, JTSync automatically updates the corresponding Metadata fields in the connected Integrated Services. This process runs silently in the background, with no dashboards to manage and no additional steps required by Subscriber's team.

### **Metadata Fields Synchronized**

The specific Metadata fields synchronized by JTSync are configured during Service setup as described in the Documentation. Standard synchronizable fields include case dispositions, client names, problem codes, advocate assignments, and other case record fields supported by the applicable Integrated Service APIs. Custom field mapping and metadata configurations may be available depending on Subscriber's subscription tier.

### **Technical Architecture**

JTSync accesses Subscriber's Integrated Services via their respective APIs using OAuth 2.0 authentication. All data in transit is encrypted. JTSync maintains complete Audit Logs of all Sync Events, which are accessible to Authorized Administrators through the JTSync administrative interface.

### **Integration Requirements**

To use JTSync, Subscriber must: (a) maintain active subscriptions to compatible Integrated Services with API access enabled; (b) grant JTSync OAuth authorization to access Subscriber's Integrated Services; and (c) configure metadata fields within the Integrated Services to correspond to the Metadata fields to be synchronized, as specified in the Documentation. A current list of supported Integrated Services is available in the Documentation.