JabFab Master Subscription Terms

Terms & Conditions | Version 1.4 | November 28, 2026

These Master Subscription Terms ("Terms") govern the purchase of and access to the subscription services, software and related services offered by JabFab, Inc., a Delaware corporation ("JabFab"), by the organization identified in an applicable Quote/Order Form ("Customer"). JabFab and Customer are each a "Party" and together the "Parties."

JabFab provides a cloud-based, configurable service engagement and experience intelligence platform, including Real-Time ServeSpots and Reflective MicroSurveys. The Platform enables organizations to connect people to information, assistance, feedback and configured operational response workflows, supported by analytics and reporting. The products, features, license scope, subscription period and associated services purchased by Customer are specified in the applicable Quote/Order Form.

These Terms are intended for business and organizational customers. They are not a consumer website terms-of-use agreement. A JabFab quote designated as binding upon acceptance serves as the Quote/Order Form. By signing or electronically accepting that Quote/Order Form, Customer agrees to the Agreement, including the version of these Terms incorporated by reference, as described below.

1. Agreement and ordering

1.1 Agreement. The "Agreement" consists of these Terms, as expressly incorporated by reference in the applicable Quote/Order Form, the accepted Quote/Order Form itself, any mutually executed amendments or addenda, and any other documents expressly identified and incorporated into the Agreement. These Terms are available at https://www.jabfab.com/terms. The version of these Terms specified in the Quote/Order Form governs that Quote/Order Form. A reference to the current Terms on JabFab's website does not, by itself, amend an existing executed Agreement.

1.2 Quote/Order Forms. A "Quote/Order Form" means a JabFab-issued quote that identifies the products or services being purchased, the applicable commercial terms and the governing Agreement, and is expressly designated as binding upon acceptance. When Customer signs or electronically accepts such a firm Quote/Order Form through the acceptance procedure stated therein, it becomes a binding order and forms part of the Agreement without a separate order form or master subscription agreement or additional JabFab signature, unless the Quote/Order Form expressly requires further acceptance by JabFab. The term also includes any mutually accepted subscription order, renewal order, statement of work or other ordering document expressly identifying the governing Agreement and the commercial terms. A nonbinding quote, proposal, estimate or demonstration does not constitute a binding Quote/Order Form. The effective date is the date of acceptance unless a different effective date is expressly stated therein.

1.3 Additional orders. The Parties may execute additional Quote/Order Forms for new subscriptions, additional locations or other service contexts, increased entitlements, renewals, optional capabilities, implementation services, integrations or other work. Each such Quote/Order Form constitutes a separate commercial commitment under the identified Agreement. Unless expressly stated otherwise, a modification, expansion or renewal of one Quote/Order Form does not amend or terminate any other Quote/Order Form.

1.4 Order of precedence. In the event of a conflict, the following order of precedence applies: (a) a separately executed Business Associate Agreement ("BAA"), solely as to protected health information and matters expressly governed by that BAA; (b) a separately executed or otherwise expressly incorporated Data Processing Addendum ("DPA"), solely as to personal data processing and matters expressly governed by that DPA, subject to the preceding BAA priority; (c) a mutually agreed written amendment or Special Terms in an accepted Quote/Order Form that expressly identifies the provision being modified and the scope of the modification; (d) the applicable accepted Quote/Order Form, solely with respect to the specific products, services, entitlements, fees, Subscription Period and other commercial details expressly stated therein; and (e) these Terms. No BAA or DPA is required merely because Customer purchases Services. A general statement in a Quote/Order Form does not override a legal provision of these Terms. A mutually executed, separately negotiated master agreement expressly designated as governing the Quote/Order Form will govern in place of these Terms, except to the extent that agreement explicitly incorporates these Terms.

1.5 Purchase orders and procurement documents. Customer purchase orders, supplier registration forms, portal terms, vendor questionnaires, invoices, acknowledgments and other administrative or procurement documents are not amendments to the Agreement. Any additional or inconsistent terms in such documents are rejected and will have no effect, notwithstanding JabFab's acknowledgment, invoicing, provision of access, performance or failure to object, unless specifically accepted in a mutually executed written amendment.

1.6 Existing agreements and changes to these Terms. JabFab may publish updated versions of these Terms for future transactions. The version expressly accepted by the Parties remains applicable to the relevant Quote/Order Form, including an automatic renewal, unless the Parties expressly agree to a different version or a change is required by applicable law. The publication of a new version does not amend or supersede a previously executed agreement. Nothing

in these Terms modifies rights or obligations under an existing separately signed master subscription agreement or BAA unless the Parties expressly agree in writing.

1.7 Authority and electronic execution. Each person accepting a Quote/Order Form on behalf of a Party represents that they have authority to bind that Party. A Quote/Order Form and any amendment or addendum may be executed in counterparts and by electronic signature or other mutually agreed electronic acceptance that records the Parties' assent. Such counterparts together constitute one instrument.

2. Definitions

2.1 Platform and Services. “Platform” means JabFab's hosted software, systems and associated technology made available as a service, including the applicable Real-Time ServeSpots, Reflective MicroSurveys, analytics, administrative tools, dashboards and other capabilities specified in a Quote/Order Form. “Services” means the Platform and any implementation, configuration, support, professional, integration or other services purchased under a Quote/Order Form. References to particular product capabilities describe their general purpose; only the functionality actually included in Customer's Quote/Order Form and applicable Documentation is contracted.

2.2 Real-Time ServeSpots. “ServeSpot” means a configurable digital service touchpoint associated with a physical location, asset, service journey or other relevant context. ServeSpots may provide one or more configured interactions, such as information, guidance, requests for assistance, service requests, issue reporting, feedback, recognition and other engagement options. A ServeSpot may be accessed through an approved physical or digital entry point, including a QR code, link or other supported access mechanism. The physical access medium is distinct from the underlying digital service touchpoint.

2.3 Reflective MicroSurveys. “Reflective MicroSurveys” means JabFab's configurable survey and experience measurement capabilities used for post-experience, periodic, relationship, employee, stakeholder or other applicable reflective feedback programs. These may be purchased and used independently of, or in combination with, Real-Time ServeSpots to the extent specified in a Quote/Order Form.

2.4 Authorized Users. “Authorized Users” means individuals authorized by Customer to administer, configure, access, manage, respond to or analyze the Services on Customer's behalf, including Customer's employees, agents and contractors, and the personnel of any expressly authorized Affiliates or managed-service clients. Their access is subject to the applicable Quote/Order Form, assigned permissions and these Terms. “Participants” means individuals engaging with public or approved restricted ServeSpots, MicroSurveys or other configured experiences, including customers, patients, guests, visitors, staff and other respondents. Participants need not have a Platform account unless the applicable experience or configuration requires one.

2.5 Customer Data. “Customer Data” means the information, content, profiles, Customer-supplied configuration inputs, participant submissions, survey responses, service requests, feedback, associated images or other material supplied by or on behalf of Customer or collected through Customer's use of the Services, including associated service context and personal data, but excluding Public Data, JabFab technology and independent operational or technical telemetry that does not contain Customer Data. “Public Data” means information lawfully available from generally accessible public sources. Customer Data does not cease to be Customer Data solely because some related information is publicly accessible.

2.6 Documentation. “Documentation” means JabFab's then-current applicable user documentation, operating instructions and technical specifications for the purchased Services, as made available to Customer. Marketing materials, demonstrations, roadmaps, illustrative use cases, proposals and statements about possible future functionality are not Documentation or contractual service commitments unless expressly incorporated into the applicable Quote/Order Form.

2.7 Subscription Period and Affiliate. “Subscription Period” means the initial and any renewal period for which access to the applicable Services is purchased under a Quote/Order Form. “Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party. “Control” means ownership of more than fifty percent of the voting interests of an entity or the power to direct its management.

3. Subscription rights and permitted use

3.1 Grant of access. Subject to Customer's compliance with the Agreement and payment of applicable fees, JabFab grants Customer a nonexclusive, nontransferable (except as permitted by Section 17.5), limited right during the applicable Subscription Period to access and use the purchased Services and Documentation for Customer's lawful business and service operations. Customer may make the purchased Participant-facing experiences available to its intended Participants for their configured purposes. No ownership interest in the Platform or any underlying technology is transferred.

3.2 Scope of subscription. Access is limited to the entities, Affiliates, locations, service contexts, assets, departments, projects, users, features, capacity and other entitlements specified in the applicable Quote/Order Form, as appropriate to the purchased offering. Unless expressly stated otherwise, a subscription does not include every current or future JabFab product, feature, integration, service or deployment. Where a Quote/Order Form describes an entitlement as unlimited or

unmetered, that entitlement applies only to the expressly purchased capability and authorized deployment scope; it does not include unrelated services or separately chargeable third-party services, custom work or physical collateral. Any additional fees must arise under the applicable Quote/Order Form or a separate agreed order.

3.3 Affiliates and managed service operations. Customer may extend access to its Affiliates or use the Services in providing services to its own clients only to the extent expressly authorized by the Quote/Order Form. This may include authorized service locations, client organizations and designated personnel operating within the agreed scope. Customer remains responsible for their use and compliance as if their acts and omissions were Customer's own. No right of resale, sublicensing, white-label distribution, service-bureau use or independent commercial distribution is granted unless expressly authorized in writing.

3.4 Provision of access. JabFab will provision the purchased Services by transmitting the applicable access credentials or instructions to Customer or otherwise making the configured Platform environment available as agreed. Access is deemed delivered when JabFab makes the purchased Services available for use in this manner. Unless the Quote/Order Form expressly provides otherwise, the subscription and associated fee obligations commence on the stated subscription start date, with access made available as agreed, and are not contingent on Customer's subsequent onboarding, installation of signage, configuration, deployment, activation, usage or achievement of any operational result. This does not relieve JabFab of obligations expressly assumed under the Agreement.

3.5 Usage restrictions. Except to the extent permitted by applicable law notwithstanding a contractual prohibition, Customer will not, and will not knowingly permit others to: (a) copy, modify, translate, create derivative works of, decompile, disassemble, reverse engineer or otherwise attempt to obtain the source code, algorithms or underlying design of the Platform; (b) use the Platform, Documentation or JabFab Confidential Information to develop, support or improve a competing product or service; (c) sell, resell, sublicense, lease, rent, transfer, pledge, encumber or otherwise make the Services available to unauthorized third parties; (d) circumvent entitlement, authentication, security, access or usage controls; (e) access, extract or scrape the Services through unauthorized automated means, or use undocumented or unauthorized interfaces; (f) interfere with the availability, integrity or security of the Services, introduce malicious code, or perform intrusive security testing without JabFab's prior written authorization; (g) remove proprietary notices; (h) gain access to another customer's data or account, impersonate another user, or obtain unauthorized access to systems or data; or (i) use the Services in a manner contrary to the Agreement, Documentation or applicable law. This Section does not restrict Customer's authorized export and lawful use of its own Customer Data.

3.6 Acceptable use. Customer will not knowingly or negligently use the Services to create, submit, transmit, display or facilitate unlawful, infringing, fraudulent, defamatory, obscene, abusive, deceptive, threatening, harassing or discriminatory content, or to violate another person's privacy or other rights. Customer will not use the Services to send unlawful unsolicited communications, facilitate misleading reviews or deceptive practices, or evade applicable communications and marketing requirements. JabFab may remove, disable access to or restrict content or use that it reasonably believes violates this Section, subject to applicable law and any applicable DPA or BAA. Where practicable, JabFab will notify Customer and give it a reasonable opportunity to address the violation.

4. Customer responsibilities

4.1 Authorized Users and account security. Customer will designate appropriate administrators, authorize access on a need-to-know basis, maintain accurate account and contact information, secure all credentials, avoid sharing individual credentials, promptly remove access that is no longer authorized, and notify JabFab promptly of suspected unauthorized access or compromise. Customer is responsible for the acts and omissions of its Authorized Users, including changes to or deletion of Customer Data, as if those acts and omissions were Customer's own, and will ensure that they comply with the Agreement, except to the extent caused by JabFab's breach of its own obligations.

4.2 Content, configurations and Participant interactions. Customer is responsible for its Customer Data, content, instructions, branding, survey questions, response options, service information, communications, configurations, recipients, permissions, and the lawful deployment and use of Participant-facing experiences. Customer represents and warrants that it has and will maintain the rights, notices, consents and other authorizations required for the collection, submission, use and disclosure of Customer Data, for provision of Customer materials to JabFab and for communications to Participants or other recipients. Customer is responsible for applicable communication preferences and opt-out requirements. Customer is responsible for responding to requests and concerns from Participants and for any service decisions or actions taken in reliance on information obtained through the Platform.

4.3 Operational ownership. Customer is responsible for establishing appropriate service ownership, monitoring its configured workflows and alert channels, maintaining current contact and escalation information, assigning competent personnel to respond, and independently assessing and acting on service requests, feedback, notifications and other operational signals. Customer is responsible for the services it provides to its customers, patients, employees, guests and other Participants, including service quality, safety, regulatory compliance, professional judgment and operational response. JabFab supplies engagement and service intelligence infrastructure; it does not assume control of Customer's service operations.

4.4 Safety, clinical and emergency use. Unless specifically agreed in a separate written agreement, the Services are not an emergency dispatch system, medical device, clinical decision-support system, emergency medical service, substitute for emergency communications, or a primary life-safety, alarm or security system. Customer must maintain suitable independent procedures for urgent, emergency and safety-critical matters, and must not rely exclusively on the Platform for such matters. Service alerts, notifications, routing and analytics support Customer's workflows but do not guarantee receipt, immediate response, resolution, clinical outcomes, legal compliance or any particular improvement in service performance.

4.5 Customer systems and deployment. Customer is responsible for its internet connectivity, devices, local networks, placement and maintenance of access materials, internal operational arrangements, and compatibility of Customer-controlled or third-party systems, except to the extent JabFab has expressly assumed those obligations under a Quote/Order Form. Customer will provide reasonably timely cooperation, information, access and approvals necessary for agreed configuration, implementation and support.

4.6 Support for Participants and Authorized Users. Except as expressly included in the purchased support or professional services, Customer is responsible for first-line assistance to its Participants, internal users and other persons accessing the Services through Customer, including explaining local procedures and responding to their questions and service concerns.

5. Fees, billing and payment

5.1 Fees. Customer will pay the fees specified in each Quote/Order Form, including recurring subscription fees, agreed one-time services, authorized reimbursable expenses and separately ordered products or services. Unless otherwise stated in a Quote/Order Form, recurring subscription fees are billed annually in advance, and all invoices are due and payable within thirty days of the invoice date. JabFab may invoice subscription fees upon execution of the Quote/Order Form or as otherwise provided in that Quote/Order Form, with subscription access commencing as agreed under Section 3.4. Fees are stated and payable in the currency identified in the Quote/Order Form or, if not specified, in United States dollars.

5.2 Committed fees. Except as expressly provided in the Agreement or required by applicable law, subscription commitments are noncancelable for the contracted Subscription Period and fees once invoiced are nonrefundable. The fee commitment is for the purchased availability of the Services and is not contingent on Customer's level of usage, actual deployment, onboarding completion, Participant engagement or achievement of a particular business result. The Parties may expressly agree to different billing milestones, trial terms or implementation dependencies in a Quote/Order Form. Nothing in the Agreement determines either Party's accounting treatment under applicable accounting standards.

5.3 Expenses and additional services. Customer will reimburse JabFab at actual cost, without markup unless otherwise agreed, for reasonable nonlocal travel and out-of-pocket expenses specifically authorized by Customer in writing. Creative services, signage design, printing, shipping, installation, specialized configuration, integrations, data exchange, custom development, training and other professional services are included only if expressly identified in the Quote/Order Form or otherwise agreed in writing. The Parties will scope and price additional work separately. Customer bears its own costs of performance except to the extent arising from JabFab's breach of the Agreement.

5.4 Taxes. Fees exclude applicable sales, use, excise, value-added and similar transaction taxes, duties and governmental charges, which Customer will pay as required by law. Customer is not responsible for taxes calculated on JabFab's net income, franchise taxes or JabFab's property taxes. If Customer is entitled to an exemption, it will provide a valid exemption certificate or other required evidence, and JabFab will exclude taxes to the extent the exemption is applicable.

5.5 Late payments and disputes. Undisputed amounts remaining unpaid thirty days after the due date accrue interest from that date at the lesser of one percent per month and the maximum rate permitted by law. Customer will notify JabFab promptly of any good-faith invoice dispute, identify the disputed amount and basis, and pay the undisputed balance when due. Except as required by law or expressly agreed, Customer will not withhold or offset undisputed amounts. Customer will reimburse JabFab for reasonable, lawful costs of collecting overdue undisputed amounts, including reasonable attorneys' fees to the extent permitted by law. JabFab may suspend affected Services for overdue undisputed amounts following written notice and a reasonable opportunity to cure under Section 15.

6. Subscription periods and renewal

6.1 Agreement term. The Agreement begins on the effective date of the first Quote/Order Form incorporating these Terms and continues while any Quote/Order Form remains in effect, unless terminated earlier in accordance with the Agreement. Each Quote/Order Form specifies its own Subscription Period and start and end dates or the means of determining them. Unless the Quote/Order Form states otherwise, the initial Subscription Period is twelve months.

6.2 Renewal. Unless a Quote/Order Form expressly provides for a different renewal arrangement or is expressly nonrenewing, each recurring subscription automatically renews for successive twelve-month periods unless either Party provides written notice of nonrenewal at least sixty days before expiration of the then-current Subscription Period. For a

trial, pilot or other fixed-duration engagement, the applicable Quote/Order Form may provide for expiration without automatic renewal. A nonrenewal notice prevents renewal of the identified Quote/Order Form; it does not terminate any other Quote/Order Form or release fees already committed.

6.3 Renewal pricing and changes. Unless renewal pricing is expressly fixed in a Quote/Order Form, the renewal will be based on the agreed scope and applicable renewal fees communicated by JabFab in writing before Customer's nonrenewal deadline. If JabFab does not communicate a change in time, the previously applicable subscription fees continue for the renewal unless the Parties agree otherwise. Any material change to the deployment scope, subscription entitlements or legal terms requires express agreement. Fees for renewal periods are billed annually in advance unless otherwise specified.

6.4 Expansion and reductions. The Parties may agree to add service locations, scope or capabilities during a Subscription Period and may co-term such purchases with an existing subscription, with fees calculated as stated in the applicable Quote/Order Form. Customer may not unilaterally reduce a committed subscription or avoid committed fees by decreasing its deployment or usage during the Subscription Period. Any reduction, discontinuation or transfer of committed scope takes effect only as expressly agreed or upon expiration or nonrenewal of the relevant subscription.

7. Hosting, support and service availability

7.1 Hosted service and storage. JabFab will host the application components of the purchased Services and provide adequate storage for Customer's authorized use cases and purchased entitlements. JabFab is responsible for the hosted components under its control, but not for Customer's telecommunications, internet service, devices, networks or independently managed systems. Customer is responsible for any additional storage or data requirements outside the agreed subscription scope that the Parties have not expressly agreed to support.

7.2 Standard support. Unless otherwise stated in the applicable Quote/Order Form, JabFab provides standard email-based technical support during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, excluding JabFab-observed holidays, subject to Customer's payment of undisputed amounts when due and Section 15. Support concerns the operation of the purchased Services in their supported configurations. Customer success, training, implementation, onsite services, enhanced support, guaranteed response or restoration times, and other service-level commitments are provided only as expressly agreed.

7.3 Maintenance and development. JabFab may update, maintain, improve, modify and evolve its Platform and Documentation during a Subscription Period, including changes to interfaces, technical components and nonmaterial functionality, provided that it does not materially reduce the core contracted functionality of the purchased Services during that period except as required by applicable law, security needs or circumstances outside its reasonable control. JabFab may make new capabilities available separately. A roadmap, demonstration or statement concerning future functionality does not create a commitment to release or provide that functionality.

7.4 Service interruptions and external networks. JabFab will use commercially reasonable efforts to provide and maintain the purchased hosted Services. The Services may be subject to scheduled or emergency maintenance, technical constraints, internet delays, communication failures, third-party outages, Customer configuration or other circumstances. JabFab does not warrant uninterrupted or error-free operation and is not responsible for delays, delivery failures or damage attributable to networks, devices, carriers or other systems beyond its reasonable control. Any expressly purchased service-level commitment will be stated in the applicable Quote/Order Form or incorporated service-level agreement.

7.5 Support exclusions. JabFab is not obligated to support unauthorized or unsupported configurations, third-party products, modifications not made or approved by JabFab, or use outside the Agreement, except to the extent expressly agreed. JabFab may identify separately chargeable work before undertaking it.

8. Customer data, privacy and security

8.1 Customer rights. As between the Parties, Customer retains its rights, title and interest in Customer Data, including its profiles, content and Participant submissions, subject to the rights of the relevant individuals and third parties and applicable law. Nothing in the Agreement transfers ownership of Customer Data to JabFab. Customer may access, export and use its Customer Data for lawful purposes, subject to the Agreement and any applicable legal restrictions. Each Party remains free to use lawfully available Public Data, subject to applicable law.

8.2 License to process Customer Data. Customer grants JabFab a limited, nonexclusive and nontransferable right (except as permitted under Section 17.5) to access, host, store, reproduce, transmit, format, organize, display, analyze and otherwise process Customer Data only as necessary to provide, configure, administer, secure, maintain and support the purchased Services, perform JabFab's contractual obligations, comply with applicable law, and carry out additional processing expressly authorized by Customer. JabFab may use service providers acting on its behalf to perform these functions, subject to appropriate confidentiality, security and data protection obligations. This license does not authorize the sale of Customer Data or use of identifiable Customer Data for unrelated purposes.

8.3 Operational data. JabFab may collect and use technical and operational information concerning the performance, security, usage and operation of the Platform for legitimate service administration, diagnostics, security, maintenance and improvement. JabFab may use aggregated or de-identified information for such purposes only where it has been lawfully derived and cannot reasonably identify Customer, any Participant or other individual, and does not disclose Customer Confidential Information. Where an applicable DPA, BAA or law imposes further restrictions on such information, those restrictions apply. JabFab will not attempt to re-identify information it has undertaken to de-identify except where legally required.

8.4 Privacy responsibilities. Each Party will comply with the data protection and privacy laws applicable to its actual role and processing activities. Customer is responsible for determining the purposes and means of the processing it directs through the Services, providing appropriate notices, identifying lawful bases and obtaining required permissions, and responding to individuals' rights requests as applicable. JabFab will process personal data on Customer's behalf in accordance with the Agreement, lawful instructions and any applicable DPA. JabFab's public Privacy Policy, available at https://www.servespots.com/privacy-policy, describes relevant privacy practices and does not modify a separately agreed DPA or BAA or independently enlarge JabFab's rights to use Customer Data. The Parties will enter into a DPA where required or agreed.

8.5 Data security. JabFab will maintain commercially reasonable administrative, technical and physical safeguards designed to protect Customer Data in its custody or control against unauthorized access, use, alteration, disclosure, loss or destruction, taking into account the nature of the purchased Services and the data authorized for processing. Customer is responsible for its own configurations, security procedures, devices, permissions, credentials and downstream handling of Customer Data. JabFab will notify Customer without undue delay after becoming aware of an actual unauthorized access to, use, disclosure, loss or destruction of Customer Data under JabFab's control (a “Security Incident”), provide reasonably available information relevant to Customer's response, and take commercially reasonable steps to investigate, contain and address the Security Incident. Unsuccessful attempts that do not compromise Customer Data are not Security Incidents for this purpose. Nothing in this Section narrows the reporting, response or other obligations required by applicable law or an applicable, separately agreed DPA or BAA.

8.6 Sensitive and regulated data. Customer will configure its experiences and communications to collect only information appropriate for the intended service purpose. Customer must not intentionally submit, solicit or process protected health information, payment card data, government identification numbers, biometric identifiers, passwords or other data subject to enhanced legal or security requirements unless the relevant use is expressly authorized by JabFab in writing, appropriate contractual safeguards are in place, and the purchased Services are configured to support that use. Customer will take reasonable steps to discourage unsolicited sensitive data in public or free-text interactions. Incidental receipt of unsolicited sensitive data does not by itself authorize intentional processing of that data. Nothing in this Section limits either Party's obligations under applicable law or an applicable DPA or BAA.

8.7 Optional BAA and protected health information. The Services may be purchased by organizations in any industry. A BAA is not a condition of purchase generally. Where Customer requests a BAA and JabFab agrees to provide Services involving protected health information (“PHI”), or where a BAA is otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), the Parties will execute a separate, mutually agreed BAA before processing PHI in a manner requiring that agreement. Each Party will maintain and comply with its applicable BAA obligations for as long as required by the BAA or applicable law. The BAA governs its subject matter in the event of conflict as provided in Section 1.4. A material breach of an applicable BAA constitutes a material breach of the Agreement; any separate rights or remedies required by law or expressly stated in the BAA remain applicable. No general statement regarding anonymity or the use of ServeSpots in healthcare is a representation that every deployment is exempt from HIPAA or other applicable privacy requirements.

8.8 Data return and deletion. During the Subscription Period, Customer may retrieve Customer Data using the supported export mechanisms of the purchased Services. Upon termination or expiration, Customer may request a reasonably available electronic export in a mutually agreed format within thirty days after the applicable Services end. JabFab will make such data available within a reasonable time, subject to applicable law, any applicable DPA or BAA and payment of undisputed fees then due to the extent Customer Data may lawfully be withheld. JabFab will not withhold data that must be returned under applicable law or a DPA or BAA. The Parties may agree separately on fees for extraordinary migration or export assistance. After the retrieval period and fulfillment of timely requests, JabFab may delete Customer Data relating to the expired or terminated Services in accordance with its applicable retention practices, except where continued retention is required by law, necessary for an authorized legal or security purpose, or required by an applicable DPA or BAA. Residual copies in backups remain protected and are deleted or overwritten in accordance with ordinary secure backup retention procedures. Termination of one Quote/Order Form does not require deletion of Customer Data needed for another active Quote/Order Form.

9. Artificial intelligence and integrations

9.1 Analytics and AI-assisted functionality. The purchased Services may include automated analytics, sentiment analysis, summarization, reporting and AI-assisted functionality, where supported and authorized. Such functionality may

use automated or probabilistic techniques and may produce incomplete, inaccurate, biased or otherwise unsuitable results. Customer is responsible for independently assessing outputs, maintaining appropriate human oversight and exercising professional and operational judgment before relying on outputs or taking consequential action. JabFab does not warrant that an AI-generated output is error-free, unique, suitable for a particular decision or representative of all Participants.

9.2 Authorized data access and model use. Where included in the purchased Services, JabFab may provide authorized application programming interface ("API"), Model Context Protocol ("MCP") or other machine-accessible interfaces through which permitted users, applications or approved systems can retrieve or interact with data within the access scope made available to them. Customer is responsible for authorizing such connections, securing credentials, managing permissions and evaluating the use of information retrieved by its users and connected applications. JabFab will not authorize the use of identifiable Customer Data to train general-purpose AI models for unrelated purposes without Customer's express written authorization and appropriate contractual safeguards. Processing for requested AI-enabled service functionality is subject to Sections 8 and 10 and any applicable DPA or BAA.

9.3 Customer-selected systems and AI services. Customer may choose to connect the Services to third-party software, AI assistants, service management systems, communications providers or other external services where supported. Customer is responsible for evaluating, authorizing and configuring any such service it independently selects, including its data handling, retention, permissions, fees and contractual terms. JabFab is not responsible for the acts, omissions, security practices, decisions, outputs or availability of independently selected third-party services or data after it is lawfully transmitted to them at Customer's direction, except to the extent attributable to JabFab's own breach. This does not relieve JabFab of its obligations regarding service providers it engages on its own behalf to deliver the purchased Services.

9.4 Separate integration scope. Integrations, external actions, automated workflows, dedicated interfaces and custom work are included only as specified in a Quote/Order Form or separate statement of work. Unless expressly agreed and supported, authorization to read or analyze data does not confer authority to modify operational systems, execute third-party actions or make decisions on Customer's behalf. Customer must maintain appropriate oversight and approval controls for consequential actions.

10. Intellectual property and ownership

10.1 Ownership of the Platform. JabFab and its licensors retain all right, title and interest in and to the Platform, Services, software, interfaces, source and object code, algorithms, configurations and templates developed by JabFab, Documentation, designs, underlying data models, methods, concepts, processes, inventions, enhancements, updates, derivatives, know-how, proprietary materials, trademarks and other intellectual property embodied in or used to deliver the Services. Except for the express access and use rights granted in the Agreement, all rights are reserved. No right to receive source code is granted.

10.2 Customer materials. Customer retains its rights in its Customer Data, branding, proprietary content and materials supplied to JabFab. Customer authorizes JabFab to use, reproduce, adapt and display those materials as necessary to configure, provide and support the purchased Services, including approved branded Participant-facing experiences, in accordance with Section 8.2. Customer represents that it has the rights needed to grant that authorization.

10.3 Improvements and product feedback. JabFab may use suggestions, requests, ideas and other feedback voluntarily provided by Customer specifically concerning the design, operation or improvement of the Platform, without restriction or compensation, provided that such use does not disclose Customer Confidential Information or confer rights in Customer Data, Participant feedback, or Customer's independent intellectual property beyond those expressly granted in the Agreement. Unless otherwise expressly agreed in a Quote/Order Form, JabFab retains rights in general-purpose tools, improvements, reusable configurations and technology developed in performing Services, while Customer retains its rights in its underlying Customer materials.

10.4 Third-party materials and services. The Platform may include or interoperate with third-party technology and content. Such technology remains subject to the intellectual property rights of its owners and any applicable terms identified to Customer. JabFab may use appropriately licensed third-party components to deliver the purchased Services. No rights in any third-party technology are granted beyond those necessary for the authorized use of the Services.

10.5 Names, logos and public references. Neither Party may use the other Party's name, logo, trademark, testimonial, customer information or other identifying material in press releases, case studies, advertising or other public promotional materials without the other Party's prior approval, except as expressly authorized in the Agreement or required by law. The Parties may collaborate on mutually approved announcements, references or success stories.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means information disclosed or made available by or on behalf of one Party to the other, whether orally, visually, electronically or in writing, that is identified as confidential or that a reasonable person should understand to be confidential given its nature or the circumstances of disclosure. It includes nonpublic technical, financial, commercial, operational, security and business information; pricing and negotiated agreement terms; access credentials; software and Documentation not publicly available; and information of third parties

that the disclosing Party is obligated to protect. Confidential Information remains the property of its disclosing Party or the applicable third-party owner, and its disclosure does not transfer ownership or confer rights except as expressly granted in the Agreement. Customer Data and PHI are deemed Customer Confidential Information in all cases. JabFab's nonpublic Platform technology, access protocols, technical specifications, security information and negotiated pricing and terms are JabFab Confidential Information.

11.2 Protection and permitted use. The receiving Party will: (a) use Confidential Information only to exercise its rights and perform its obligations under the Agreement; (b) protect it using at least reasonable care and no less than the care used to protect its own information of similar sensitivity; (c) not disclose it to unauthorized persons; (d) not reproduce or create derivative works from it except as necessary and authorized under the Agreement; and (e) limit disclosure to personnel, professional advisers, agents, contractors and permitted service providers with a legitimate need to know who are subject to confidentiality duties at least as protective as those in the Agreement. The receiving Party is responsible for compliance by those to whom it discloses Confidential Information.

11.3 Exceptions. Except with respect to Customer Data and PHI, the confidentiality obligations do not apply to information the receiving Party can demonstrate: (a) was publicly available when disclosed or becomes publicly available through no fault of the receiving Party; (b) was lawfully received from a third party without a duty of confidentiality; (c) was already lawfully in its possession without restriction; (d) was independently developed without use of or access to the disclosing Party's Confidential Information; or (e) was approved by the disclosing Party in writing for unrestricted disclosure. The treatment of Customer Data and PHI is subject to Sections 8 and 11 and applicable law, including any applicable DPA or BAA.

11.4 Required disclosure. A receiving Party may disclose Confidential Information to the minimum extent required by law, court order or governmental authority, or reasonably necessary to establish or enforce its rights under the Agreement. Where legally permitted, it will provide the disclosing Party prompt prior notice and reasonable assistance in seeking confidential treatment, protective relief or another appropriate remedy.

11.5 Return or destruction and survival. Upon termination or expiration of the Agreement, or upon a request consistent with the Parties' continuing contractual rights, the receiving Party will, to the extent practicable, return or securely destroy the disclosing Party's Confidential Information, subject to Section 8.8, applicable law, backup limitations and any applicable DPA or BAA. Confidentiality obligations survive for the longer of three years following termination or expiration, the period during which the receiving Party retains access to or control of the disclosing Party's Confidential Information, and, for information qualifying as a trade secret under applicable law, for as long as it remains a trade secret.

11.6 Equitable relief. Each Party acknowledges that an actual or threatened breach of this Section may cause irreparable harm for which monetary damages may be inadequate. The affected Party may seek injunctive relief, specific performance or other equitable relief in addition to any available legal remedies, without the necessity of proving actual monetary loss or posting a bond or other security to the extent permitted by applicable law.

12. Representations, warranties and disclaimers

12.1 Mutual representations. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; has authority to enter into and perform the Agreement; and that its execution and performance of the Agreement do not conflict with or violate any applicable law or binding obligation. The Agreement, when properly executed or accepted, constitutes a valid and binding obligation of each Party, subject to applicable law.

12.2 JabFab service warranty. JabFab represents and warrants that, during the applicable Subscription Period, the purchased Services, when used in accordance with the Agreement and in their supported configurations, will perform substantially in conformance with the features and functionality expressly described in the applicable Quote/Order Form and associated Documentation for the purchased Services, and that contracted professional and support services will be performed in a professional and workmanlike manner. This warranty does not apply to nonconformities to the extent caused by unauthorized modifications or configurations, misuse, use outside the Agreement, independent third-party systems or services, or circumstances outside JabFab's reasonable control; this exclusion does not excuse JabFab's performance of expressly assumed obligations. Customer will notify JabFab in writing of any alleged warranty breach and provide reasonable detail and cooperation. JabFab will correct the nonconformity or reperform the affected Services using commercially reasonable efforts. If JabFab is unable to perform the affected Services as warranted within thirty days after receipt of that notice, Customer may terminate the affected Services for uncured material breach without an additional cure period. Subject to rights that cannot lawfully be limited and expressly stated indemnification obligations, these are Customer's sole and exclusive remedies and JabFab's sole and exclusive liability for a breach of this service warranty.

12.3 Disclaimer of warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, PLATFORM, DOCUMENTATION AND ASSOCIATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” JABFAB DISCLAIMS ALL OTHER REPRESENTATIONS, PROMISES AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT,

QUIET ENJOYMENT AND SYSTEM INTEGRATION. JABFAB DOES NOT WARRANT THAT THE SERVICES WILL MEET EVERY REQUIREMENT OF CUSTOMER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE IN ALL CIRCUMSTANCES, THAT EVERY ERROR WILL BE CORRECTED, OR THAT ANY PARTICULAR SERVICE, SAFETY, EXPERIENCE, BUSINESS, REGULATORY OR FINANCIAL OUTCOME WILL BE ACHIEVED. THIS DISCLAIMER DOES NOT RELIEVE JABFAB OF ITS EXPRESS CONTRACTUAL SECURITY, CONFIDENTIALITY, WARRANTY, DATA PROTECTION OR INDEMNIFICATION OBLIGATIONS.

12.4 Third-party and contextual limitations. JabFab is not responsible for the accuracy, availability or appropriateness of information or content provided by Customer, Participants or independent third parties; for Customer's operational decisions or responses; or for the functioning of unsupported or unauthorized systems and connections. These limitations do not apply to the extent a claim arises from JabFab's own breach of the Agreement.

13. Indemnification and insurance

13.1 Indemnification by JabFab. JabFab will defend, indemnify and hold harmless Customer and its officers, directors, employees, agents and Affiliates (collectively, “Customer Indemnitees”) from and against claims, damages, losses, liabilities, actions, proceedings, judgments, costs and reasonable attorneys' fees threatened, asserted or brought by a third party, including governmental or regulatory entities, arising out of or relating to JabFab's breach of its confidentiality obligations under Section 11, subject to the procedures and limitations expressly set forth in the Agreement.

13.2 Indemnification by Customer. Customer will defend, indemnify and hold harmless JabFab and its officers, directors, employees, agents and Affiliates (collectively, “JabFab Indemnitees”) from and against third-party claims, damages, losses, liabilities, actions, demands, proceedings (including governmental or regulatory proceedings), judgments, costs and reasonable attorneys' fees to the extent arising out of or relating to: (a) Customer's breach of its confidentiality obligations under Section 11; (b) any allegation that JabFab's authorized use of Customer Data, Customer materials or Customer-provided content in accordance with the Agreement infringes, misappropriates or otherwise violates a third party's intellectual property or other proprietary rights; or (c) Customer's or its Authorized Users' use, disclosure or handling of Customer Data, or use of the Services in violation of the Agreement or applicable law, including unlawful content or communications, unauthorized processing or deployment, or Customer's failure to obtain required rights and permissions, as to third-party claims not otherwise subject to JabFab's indemnification obligations. Customer is not responsible under this Section for claims to the extent caused by JabFab's own breach or subject to JabFab's indemnification obligations.

13.3 Intellectual property infringement. JabFab will defend, indemnify and hold harmless Customer Indemnitees against third-party claims alleging that the Services, as provided by JabFab and used as authorized by the Agreement, infringe a patent, copyright, trademark or other intellectual property right or misappropriate a trade secret. JabFab has no obligation to the extent a claim is based on: (a) modification of the Services by anyone other than JabFab or its authorized representative; (b) use of a superseded version where the claim would have been avoided by using a then-current version made available to Customer; (c) combination or use with Customer Data, Customer-provided materials, software, hardware or other products not supplied or required by JabFab where the combination gives rise to the claim; or (d) use of the Services outside the Agreement. If the Services are, or in JabFab's reasonable judgment are likely to become, subject to such a claim, JabFab may, at its option and expense, obtain the right for Customer to continue using the affected Services, modify or replace the affected Services with noninfringing alternatives providing substantially equivalent functionality, or terminate the affected subscription and refund the prorated portion of prepaid fees attributable to the remaining unused Subscription Period for the affected Services. This Section states JabFab's exclusive liability and Customer's exclusive remedies for intellectual property infringement or misappropriation claims concerning the Services.

13.4 Indemnification procedure. Indemnification under this Section is subject to the indemnified Party promptly providing written notice of the third-party claim, reasonably cooperating in the defense and permitting the indemnifying Party to control its defense and related settlement negotiations. A delay in notice relieves the indemnifying Party only to the extent materially prejudiced by that delay. The indemnifying Party is responsible for reasonable defense costs and amounts finally awarded against the indemnitee or paid in a settlement authorized by the indemnifying Party, including governmental or regulatory amounts only to the extent legally indemnifiable. The indemnifying Party will not settle a claim without the indemnitee's prior written consent, not to be unreasonably withheld or delayed, if the settlement fails to provide a full release of the indemnitee, requires an admission of fault or payment by the indemnitee or imposes any other material obligation on the indemnitee. The indemnitee may participate through counsel of its choosing at its own expense. If the indemnifying Party fails to undertake the defense in a timely manner, the indemnitee may control the defense and seek recovery of reasonable defense costs to the extent the claim is subject to indemnification. Both Parties will take commercially reasonable steps to mitigate damages subject to indemnification. No Party may recover more than once for the same loss.

13.5 Insurance. JabFab will maintain or have access to insurance and other financial resources adequate to meet its reasonably foreseeable financial obligations under the Agreement and will provide reasonable evidence of applicable coverage upon Customer's reasonable request. Specific insurance types, coverage limits, endorsements or certificates are binding only to the extent required by applicable law or expressly agreed in writing. Insurance coverage or limits do not increase or otherwise change the contractual liabilities or limitations in the Agreement.

14. Limitations of liability

14.1 Exclusion of consequential damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 14.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES OR GOODWILL, COSTS OF DELAY, DELIVERY FAILURE OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER CHARACTERIZED AS DIRECT OR INDIRECT DAMAGES, REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 General liability cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 14.3, THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER FOR CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO JABFAB BY CUSTOMER UNDER THE AFFECTED QUOTE/ORDER FORM(S) DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST ACT, OMISSION OR OCCURRENCE GIVING RISE TO THE CLAIM (THE "GENERAL CAP"). IF SUCH ACT, OMISSION OR OCCURRENCE ARISES DURING THE FIRST TWELVE MONTHS OF THE AFFECTED SUBSCRIPTION, THE GENERAL CAP WILL NOT BE LESS THAN THE FEES COMMITTED UNDER THE AFFECTED QUOTE/ORDER FORM(S) FOR THE FIRST TWELVE MONTHS (OR THE FULL COMMITTED TERM IF SHORTER). THE GENERAL CAP IS AGGREGATE, NOT PER INCIDENT, CLAIM, CLAIMANT, AUTHORIZED USER OR CAUSE OF ACTION. THE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER ANY OTHER CONTRACTUAL PROVISION OR LIMITED REMEDY HAS BEEN BREACHED OR FAILS OF ITS ESSENTIAL PURPOSE.

14.3 Enhanced cap and exceptions. In place of the General Cap, each Party's aggregate liability for its breaches of confidentiality under Section 11, breaches of its contractual data protection or security obligations under Section 8 or an applicable DPA or BAA, and its indemnification obligations under Sections 13.1, 13.2(a) and 13.3 is subject to an increased cap of two times the General Cap (the "Enhanced Cap"). These caps are not additive: aggregate liability for all claims subject to a cap will not exceed the Enhanced Cap, and liability for claims subject only to the General Cap remains limited to that cap. Section 14.1 continues to apply to such claims except for reasonable direct investigation, containment, restoration and legally required notification costs attributable to a Party's breach of its contractual data protection or security obligations and amounts payable to third parties pursuant to an express indemnification obligation under Section 13. Neither the General Cap nor the Enhanced Cap nor Section 14.1 limits: (a) a Party's liability arising from its fraud, willful misconduct or gross negligence, or that of its personnel or subcontractors for whose conduct it is legally responsible; (b) Customer's payment obligations properly due under the Agreement, its deliberate or unauthorized infringement or misappropriation of JabFab's intellectual property, or its indemnification obligations under Sections 13.2(b) and 13.2(c); or (c) liability that cannot lawfully be limited. A Security Incident does not by itself establish liability; liability remains subject to applicable law and the Parties' respective contractual obligations. A separately negotiated Quote/Order Form, amendment, DPA or BAA may expressly modify these limitations for the matters within its scope in accordance with Section 1.4, but only to the extent it specifically identifies the applicable liability allocation and states that it supersedes this Section. Nothing in the Agreement restricts nonwaivable regulatory obligations or remedies.

14.4 Allocation of risk. The Parties acknowledge that the disclaimers, exclusions, limits and remedies in the Agreement reflect the allocation of risk and the commercial terms for the Services. The Parties have relied on these provisions in establishing their respective obligations and fees. These provisions apply to the maximum extent permitted by law.

15. Suspension, termination and consequences

15.1 Suspension. JabFab may suspend affected access, disable an unsafe configuration, restrict an Authorized User, or take other proportionate protective measures where reasonably necessary to address: (a) a material breach of the Agreement, including overdue undisputed fees following written notice and reasonable opportunity to cure; (b) actual or reasonably suspected unauthorized access, security threats, unlawful activity or material misuse; (c) a risk to the integrity, availability or security of the Services or other users; or (d) a legal or regulatory requirement. Except when urgent circumstances, security concerns or law require immediate action, JabFab will provide reasonable prior notice and an opportunity to address the relevant issue. JabFab will use commercially reasonable efforts to restore access after the grounds for suspension are resolved. Suspension does not relieve Customer of properly committed payment obligations, except to the extent the suspension results from JabFab's own breach.

15.2 Expiration and nonrenewal. A Quote/Order Form expires at the conclusion of its Subscription Period if it does not renew pursuant to Section 6 or if the Parties expressly agree otherwise. Expiration or nonrenewal does not relieve either Party of obligations accrued before the expiration date.

15.3 Termination for material breach. Either Party may terminate the affected Quote/Order Form or, where the breach materially affects the entire Agreement, the Agreement, by written notice identifying the other Party's material breach if the breaching Party fails to cure the breach within thirty days after receipt of that notice. Where a breach is incurable, the

nonbreaching Party may terminate upon written notice, subject to applicable law and any expressly applicable BAA or DPA. The affected Party retains all rights and remedies expressly available under the Agreement and applicable law.

15.4 Insolvency. To the extent permitted by applicable bankruptcy, insolvency and other law, either Party may terminate the affected Quote/Order Form or Agreement by written notice if the other Party voluntarily commences bankruptcy, reorganization or similar proceedings, becomes subject to involuntary proceedings not dismissed within ninety days, ceases to carry on business, has a receiver appointed, or makes an assignment for the benefit of creditors. Each Party will notify the other promptly, and within ten business days to the extent legally permitted, of any such event affecting it. This Section does not waive or override mandatory protections under applicable insolvency law.

15.5 Effect of termination. Upon expiration or termination of the affected Services, Customer's access and use rights for those Services cease and Customer will discontinue use of the affected Platform access and JabFab Confidential Information, except as necessary for expressly permitted data retrieval. Customer will promptly pay all remaining subscription fees committed for the full contracted term of the terminated Quote/Order Forms, regardless of the reason for termination, except where Customer terminates due to JabFab's uncured material breach, JabFab terminates pursuant to Section 13.3, the relevant Quote/Order Form expressly provides otherwise, or applicable law requires a different result. Fees already accrued remain due. Any prepaid refund is available only as expressly provided in the Agreement or required by applicable law. Customer Data will be handled under Section 8.8 and any applicable DPA or BAA.

15.6 Survival. Provisions that by their nature are intended to continue after termination or expiration survive, including accrued payment obligations, restrictions on use and disclosure of JabFab intellectual property, ownership and reserved intellectual property rights, rights in Customer Data, applicable privacy and security obligations for retained Customer Data, confidentiality, mutual representations concerning authority, disclaimers and limitations of liability, indemnification, data retrieval and deletion, the consequences of termination, dispute resolution and general legal provisions. Expiration or termination does not affect rights, remedies or liabilities accrued before that date.

16. Legal and regulatory compliance

16.1 Applicable laws. Each Party represents, warrants and covenants that it will comply with the federal, state, local and other laws, regulations and legally binding requirements applicable to its performance and use of the Services, including applicable privacy, data protection, communications, consumer protection, intellectual property, export control and sanctions requirements. Neither Party will require the other to act unlawfully. Customer is responsible for determining whether the Services and its intended configurations are appropriate for any specific regulated service, reporting or compliance obligations. Use of the Platform does not itself establish compliance with any law, regulatory framework or accreditation standard.

16.2 Exports and sanctions. Customer will not access, use, export, re-export, transfer or make the Services available in violation of applicable export control or economic sanctions laws, including applicable United States restrictions, or make them available to any person, entity or jurisdiction prohibited by those laws. Each Party will comply with applicable restrictions governing its own personnel and service providers.

16.3 Healthcare regulatory obligations (where applicable). This Section applies only to Services purchased for healthcare deployments and only to the extent applicable to the respective Party's performance. Each Party represents, warrants and covenants to comply with applicable healthcare laws and regulations, including applicable provisions of the Social Security Act; HIPAA and HITECH; federal and state healthcare fraud and abuse, program integrity, anti-kickback, physician self-referral, false claims, corporate practice of medicine, transparency reporting, patient privacy and consumer protection laws; the Federal Food, Drug, and Cosmetic Act; and applicable requirements of the Department of Health and Human Services, Centers for Medicare & Medicaid Services, Office of Inspector General and Food and Drug Administration. These obligations apply solely to the Party's actual activities and legal responsibilities under the Agreement; the Platform is not represented as a regulated clinical or medical product. A BAA, where requested and agreed or otherwise required, is a separate agreement as described in Section 8.7.

16.4 Healthcare exclusions and adverse actions (where applicable). This Section applies only to healthcare engagements involving applicable federal or state healthcare program requirements. Each Party represents and warrants that neither it nor its employees, agents or subcontractors performing the relevant Services are excluded, suspended, sanctioned or otherwise barred from participation in applicable federal or state healthcare programs (including Medicare, Medicaid, TRICARE and the Veterans Health Administration) or the provision of items or services for which payment may be made under those programs; that it has not arranged or contracted with excluded personnel for such work; and that no applicable final adverse action within the meaning of applicable healthcare program law is pending against the Party. Each Party further represents that neither it nor its personnel or subcontractors assigned to such work has been convicted of a healthcare-related criminal offense, or is listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and will not assign such persons to perform that work. These representations are continuing during the applicable healthcare engagement. Each Party will notify the other in writing, including the basis of the relevant exclusion or adverse action, within ten days of learning of it or sooner if required by law, and will replace affected personnel or subcontractors within a reasonable time consistent with applicable law. A

relevant exclusion or adverse action against a Party itself, or failure to replace disqualified personnel, may constitute grounds for immediate termination by the other Party to the extent permitted by law.

17. General provisions

17.1 Entire agreement. The Agreement, including the applicable accepted Quote/Order Forms, these Master Subscription Terms and any expressly incorporated documents, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior and contemporaneous oral and written discussions, understandings, proposals and representations relating to that subject matter, except for any surviving obligations or existing agreements expressly preserved by the Parties. Neither Party is bound by statements, promises, conditions or representations not expressly included in the Agreement. Nothing in this Section excludes liability for fraud or other liability that cannot lawfully be excluded.

17.2 Independent contractors. The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment, fiduciary or other similar relationship. Neither Party has authority to bind the other or make commitments or incur obligations on the other's behalf, except as expressly authorized in writing.

17.3 Notices. Formal notices of breach, termination, nonrenewal, disputes or other matters required under the Agreement must be in writing and sent to the designated contractual notice contact stated in the applicable Quote/Order Form, as updated by written notice. Notices to JabFab may be directed to agreements@jabfab.com, or by nationally recognized overnight delivery or certified or registered mail, return receipt requested, to JabFab, Inc., Attn: Agreements, 1601 29th Street, Suite 1292/#1256, Boulder, CO 80301, USA, or such replacement address as JabFab designates by written notice. A Party may deliver formal notices by email provided transmission and receipt are reasonably confirmed, or by mutually agreed electronic delivery system. Routine operational, support, security and invoice communications may be sent through ordinary agreed business channels. Notices are effective upon receipt unless applicable law or the Agreement expressly provides otherwise.

17.4 Amendments and waiver. No amendment, modification, cancellation or waiver of a provision of the Agreement is binding unless in writing and duly executed or expressly accepted by authorized representatives of the Parties (or the Party against whom a waiver is asserted). Any waiver applies only to the specific instance and purpose for which it was granted. Delay or failure to exercise a right does not waive that right. A change to the public website, Documentation or Privacy Policy does not by itself amend the Agreement. Special Terms in a Quote/Order Form or a signed addendum may amend these Terms only as provided in Section 1.4.

17.5 Assignment and delegation. Neither Party may assign, transfer, delegate or subcontract its material rights or obligations under the Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed, except that either Party may assign or transfer the Agreement, in whole or relevant part, to an Affiliate or to a successor in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of the relevant assets or business, provided the assignee assumes the applicable obligations and the assigning Party provides prompt written notice. JabFab may engage hosting, technology, support and other service providers in the ordinary course of providing the Services and remains responsible for its obligations and those of its providers as applicable under the Agreement, DPA or BAA. Customer's permitted use by Authorized Users, Affiliates and managed-service clients is governed by Section 3. Any purported assignment in violation of this Section is void to the extent permitted by law.

17.6 No third-party beneficiaries. Except for the indemnitees expressly identified in Section 13, the Agreement is solely for the benefit of the Parties and their permitted successors and assigns. No other person, including a Participant, receives a contractual right, benefit or remedy under the Agreement solely by using or accessing the Services. Nothing in this Section limits independent statutory rights.

17.7 Severability. If any provision of the Agreement is held invalid or unenforceable in any jurisdiction or circumstance, it will be adjusted or limited to the minimum extent necessary to make it enforceable, or severed if adjustment is not possible. The remaining provisions remain in effect, as does the provision in other jurisdictions or circumstances to the extent enforceable.

17.8 Force majeure. Except for payment obligations properly due, neither Party will be liable for delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemic, war, civil unrest, governmental action, public utility or transportation failures, significant internet or telecommunications disruption, and similar events. The affected Party will use commercially reasonable efforts to notify the other Party, mitigate the impact and resume performance as soon as reasonably practicable. Such circumstances do not constitute a material breach while the affected performance is excused. If the interruption continues for more than ninety days, the other Party may terminate the affected Services upon thirty days' written notice. Accrued payment obligations and surviving provisions remain unaffected.

17.9 Governing law and jurisdiction. THE AGREEMENT IS GOVERNED BY AND WILL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, UNITED STATES, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION

OF THE STATE AND FEDERAL COURTS LOCATED IN DELAWARE FOR CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT, SUBJECT TO MANDATORY APPLICABLE LAW.

17.10 Counterparts and records. The Parties may execute the Agreement and related Quote/Order Forms and addenda in any number of counterparts, including electronic counterparts. Each constitutes an original, and all counterparts together constitute one agreement. The Parties may retain the accepted Quote/Order Form and a printed or electronically retained copy accurately reflecting the specific version of these Terms incorporated therein as records of the Agreement, in a form capable of being accessed and accurately reproduced. JabFab will make the version incorporated into an accepted Quote/Order Form reasonably available to Customer upon request.

Contact

For questions regarding these Master Subscription Terms, Quote/Order Forms or contractual notices, contact:

JabFab, Inc.
Attn: Agreements
1601 29th Street, Suite 1292/#1256
Boulder, CO 80301, USA
Email: agreements@jabfab.com

Privacy inquiries: privacy@jabfab.com
Privacy Policy: https://www.servespots.com/privacy-policy
Website: https://www.jabfab.com or www.servespots.com