

MASTER SOFTWARE SUBSCRIPTION AGREEMENT

ANYTIME AI, INC.TM

This Master Software Subscription Agreement (this "Agreement") is dated as of the date of the Subscription Proposal ("Subscription Proposal") executed by ANYTIME AI, INC. a Delaware corporation, (the "Company"), and the Subscriber identified in the said Subscription Proposal ("Subscriber") which Subscriber, together with the Company is further identified in this Agreement as a "Party" or the "Parties"). The Parties agree that the terms and condition of this Agreement are incorporated into the Subscription Proposal by cross-reference.

The Company and Subscriber agree that this Subscription Agreement ("Agreement") is a binding software license and subscription agreement effective as of the executed signature date of both parties of this Agreement ("Effective Date") for Subscriber's use of Company's ANYTIME AITM computer software described in Paragraph 1 below and in **Attachment 1** hereto ("Licensed Software"), and software updates to be provided by Company as described in **Attachment 2 ("Updates")**, and shall be governed by the terms and conditions, of the Subscription Proposal, this Agreement, and **Attachments 1 and 2** hereto.

1. Scope of Software; License and Delivery

1.1 Company shall license and provide a subscription for use by Subscriber the Licensed Software as described in **Attachment 1** hereto. Subscriber acknowledges that the Licensed Software (i) constitutes operational features and performance of artificial intelligence functions for legal professionals, as more particularly described in **Attachment 1** hereto, and (ii) includes only the Company-programmed ANYTIME AITM software and not any underlying software or any third-party software integrated for use with the Licensed Software. All references to the Licensed Software will be deemed to include the associated documentation for the Licensed Software provided by Company to Subscriber, including updates thereof. No additional Documentation is provided with the Licensed Software except where explicitly described in **Attachment 1**.

1.2 The fees set forth in this Agreement for use of the Licensed Software are set forth in the Subscription Proposal.

1.3 Software License Grant - Subject to the terms and conditions hereof, Company grants to Subscriber, and Subscriber accepts, a limited, non-exclusive, worldwide,

and non-transferrable license to the Licensed Software subscribed to by Subscriber and identified in **Attachment 1** hereto which may be used on Subscriber's computer system(s) for the term set forth in Paragraph 11.1 solely for the purposes specified in this Agreement, including without limitation **Attachment 1**.

1.4 Subscriber shall not use the Licensed Software on any other computer systems or computer workstations for any purpose other than the Scope of Use permitted in Paragraph 4 of this Agreement. The license granted herein shall continue so long as Subscriber as licensee complies with the terms and conditions of this Agreement.

1.5 Software Subscriptions and Documentation are only available on the Company's website and no physical copies will be provided.

1.6 Company shall provide Updates as set forth in **Attachment 2**.

1.7 Any data that Subscriber uploads for use with the Licensed Software, including Subscriber queries and responses to such queries, or that is otherwise provided or obtained in connection with such use, is encrypted and stored on cloud service providers located within the United States. The Company agrees to use reasonable and thorough commercial due diligence to confirm that no cloud service provider transfers or geo-replicates such data to territories outside the United States and further agrees to enforce all commercially reasonable safeguards to prevent any such provider from transferring data outside the United States. In the event the Company becomes aware of any such transfer, it will inform Subscriber as soon as commercially practicable and conduct all reasonable best efforts to promptly remediate such event.

1.8 The Company does not have any independent right, or means of access, to the content of data that Subscriber uploads for use with the Licensed Software and/or to responses to Subscriber queries with respect to such data because it is encrypted and stored on cloud service providers. Notwithstanding the foregoing, the Company agrees that it will treat any Subscriber information that otherwise may come into possession of as confidential and will not disclose or sell any such information and/or retain or use such information for any purpose. In addition, the Company confirms and agrees that it does not, and will not, use any data Subscriber uploads for use

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with the Licensed Software, and/or responses thereto (i) to improve the performance or functionality of the Licensed Software without the express written consent of Subscriber, or (ii) for any training purposes, except as permitted by Subscriber for the training of Subscriber's Named Users, as hereafter defined, or as may otherwise be authorized by Subscriber in writing.

1.9 The Company agrees to provide modern multifactor authentication for Company users as well as upon initial registration for use of the Licensed Software by Subscriber and/or any Named User.

2. Subscription Terms

2.1 As used in this Agreement, the term "Named User" shall mean any individual employee of Subscriber, authorized by Subscriber to have access to and use the Licensed Software in Subscriber's business. Subscriber shall identify by name and provide each Named User with a unique user ID and password, which Subscriber shall provide promptly to Company, upon request. Subscriber represents and warrants that all individual Named Users are employees of Subscriber and are subject to enforceable non-disclosure, non-circumvention covenants and/or agreements providing protection against any breach of this Agreement. Subscriber agrees not to permit any person or entity other than a Named User to have access to, or use, the Licensed Software. Company In the event of any breach of this Agreement by any Named User, Subscriber shall undertake all action necessary to remedy the breach and protect the interests of the parties under this Agreement.

2.2 Company shall have the right to conduct a remote audit (at Company's discretion) at reasonable dates and times (no more than annually), the actual use of the Software by Login, Subscriber, and/or Named User, and in such event, with advance written notice, Subscriber shall provide Company with minimum required data necessary to undertake any such audit. Company may, in its discretion, embed in the Software a live reporting module transmitting to Company only the following information: Login, Named User (by ID and password), location and/or frequency of use. Should Company discover any failure of compliance by Subscriber and/or any Named User Company shall provide to Subscriber/Named User with a copy of the audit report for comment (which comments Company shall consider in good faith). Any discrepancy in use of the Licensed Software by Subscriber or any Named

User shall be grounds for immediate termination of this Agreement after due notice pursuant to Paragraph 11.3.

2.3 SUBSCRIBER SHALL BE RESPONSIBLE FOR ANY NAMED USER'S USE OF THE LICENSED SOFTWARE AND/OR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT THERETO. NO NAMED USER SHALL HAVE, OR BE DEEMED TO HAVE OR POSSESS, ANY RIGHTS OR REMEDIES AGAINST COMPANY UNDER THIS AGREEMENT, PROVIDED THAT SUBSCRIBER SHALL BE AUTHORIZED TO ASSERT RIGHTS AND REMEDIES GRANTED TO SUBSCRIBER HEREUNDER WITH RESPECT TO ANY NAMED USER, SUBJECT TO SUCH LIMITATIONS APPLICABLE TO SUBSCRIBER HEREUNDER.

3. Subscriber Obligations and Prerequisites

3.1 The Licensed Software is initially available in the English, and in such other additional languages and country versions as Company, in its sole discretion, may determine to offer to its customers generally. From time to time, Company may add additional language and country versions to the Licensed Software, which may be delivered as an update to Subscriber.

3.2 In no event may the Licensed Software be used to process the data of a third party for the benefit of such third party (other than Subscriber). No business process outsourcing, service bureau or similar services with regard to use of the Licensed Software shall be permitted under this Agreement and except for Named Users authorized by Subscriber to use the Licensed Software in accordance with Paragraph 2, no third party shall be authorized to use the Licensed Software.

3.3 In its use of the Licensed Software, Subscriber shall be responsible for its compliance with all United States and international treaties, laws, and regulations, and the laws of the legal jurisdictions where the Licensed Software is located and/or used by Subscriber, and for such compliance by each Named User (as defined herein) including but not limited to treaties, laws, and regulations relating to exportation and importation, possession, use, and sharing of data, information, and documents.

3.4 Subscriber represents, warrants and covenants that it has obtained all necessary consent(s) from its client(s) or third parties to use such client's or third party's information and/or documents with the Licensed Software on behalf thereof. Company shall have no

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liability for Subscriber's use of client or third-party information and/or documents with the Licensed Software, nor any access to such information without the express consent or authorization of Subscriber's client(s) and/or any such third party.

4. Scope of Use and Restrictions

4.1 Subscriber may use Licensed Software only for the following purposes and no other use: (i) Subscriber's internal business operations related to the functions of the Licensed Software as described in **Attachment 1**; and (ii) Subscriber's reasonable back-up and archival.

4.2 All rights not expressly granted to Subscriber herein with respect to use of the License Software are expressly reserved by Company. Subscriber agrees that it shall not modify, disassemble or reverse engineer all or any portion of the Licensed Software, or permit the Licensed Software to be shared, leased, sublicensed, reverse engineered, re-marketed, redistributed, subcontracted, copied, or used by, any person or entity, and/or used for any purpose not expressly authorized in writing by Company at any time without the prior written permission of Company. Subscriber shall not pledge, hypothecate or otherwise encumber the Licensed Software or any modifications thereof as security for any debt to any person or entity.

4.3 Subscriber shall return the Licensed Software and any modifications thereof and all copies thereof to Company or its agents in the event Company notifies Subscriber in writing of the termination of this Agreement based upon a breach or violation by Subscriber or any Named User of any term or condition hereof, including any termination relating to obligations of payment. Any waiver of any provision of this Agreement by Company shall not bar Company from enforcing the same provision at any other time.

4.4 The Licensed Software and any modifications, changes, enhancements, conversions, upgrades or additions made to the Licensed Software, whether made by Company, Subscriber, a Named User, or a third party, if permitted by Company, are and shall be the sole and exclusive property of Company, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto. Company may use modifications developed under this Agreement, if any, to enhance the Licensed Software and any other computer program or software owned by

Company and may use such enhancements in its general business as it shall, in its sole discretion, determine, including updating or improving the Licensed Software and any other computer program or software owned by Company, for sale to or use by Company, its customers or any third party. Subscriber shall not sell, transfer, publish, disclose, display or otherwise make available to others any source code, object code, documentation or other material relating to the Licensed Software or any modifications thereof.

4.5 Except for information provided in connection with Updates/Services under Attachment 2, or in training Named Users how to use the Software, Company shall not utilize, without Subscriber's written consent, any information submitted by Subscriber to train, improve, or enhance its use of the artificial intelligence (AI) model, or any other AI or machine-learning software/system in any way including but not limited to user prompt inputs or uploaded documents.

5. Payment and Billing

5.1 In consideration of the right to use the Licensed Software, the Subscriber agrees to pay Company the applicable annual subscription fee(s) set forth in the Subscription Proposal in accordance with the payment terms contained therein. If no payment terms are specified to the contrary, payment is due upon the execution of this Agreement.

5.2 Provided that Subscriber is not in default in payment of any applicable annual Subscription Fee as set forth the Subscription Proposal, Company will provide Subscriber with Updates related to the use and operation of the Licensed Software in accordance with the terms and conditions of **Attachment 2**.

5.3 Company shall invoice the Subscriber as provided in the Subscription Proposal. Payment of subscription is not dependent upon Subscriber's or any Named User's actual accessing the Licensed Software. The fees shall be paid annually in advance by Subscriber, as provided in the Subscription Proposal.

5.4 Subscriber shall be responsible for and shall pay all taxes and duties imposed in connection with the Subscription Proposal and this Agreement by any country or governmental subdivision thereof, and/or upon the license or use of the Licensed Software.

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5.5 Unless otherwise expressly agreed between Company and Subscriber, all prices and payments to be made by Subscriber under the Subscription Proposal and/or this Agreement shall be made in U.S. dollars.

6. No Additional Services; Updates

Subscriber acknowledges that the Licensed Software is being delivered to provide the basic Functionality as defined in **Attachment 1** hereto, and no software or programming or other services are being licensed or provided under this Agreement except for Updates as expressly identified in **Attachment 2** hereto.

7. Warranty

7.1 Company warrants that it is the owner of the Licensed Software and has the right to grant the license thereof hereunder.

7.2 Company warrants that the Licensed Software will not infringe or violate any trademarks, patents, copyright or any other legal rights of third parties.

7.3 EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPHS 7.1) AND 7.2) ABOVE, COMPANY HEREBY DISTRIBUTES THE LICENSED SOFTWARE AND ANY UPDATES IT MAY MAKE THERETO ON AN "AS IS" BASIS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, OPERATION OR PERFORMANCE OF THE LICENSED SOFTWARE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY AS MAY OTHERWISE BE APPLICABLE UNDER THE LAWS OF THE U.S. OR OF ANY OTHER COUNTRY OR JURISDICTION.

7.4 THE DISCLAIMERS OF WARRANTY MADE IN PARAGRAPH 7.3 INCLUDE AND ARE NOT LIMITED TO THE FOLLOWING: COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LEGAL ACCURACY AND/OR COMPLETENESS OF ANY RESPONSE, ANSWER OR WORK PRODUCT PROVIDED BY THE LICENSED SOFTWARE IN RESPONSE TO ANY QUESTION, REQUEST OR INPUT MADE BY SUBSCRIBER OR ANY NAMED USER IN THE OPERATION OF THE LICENSED SOFTWARE. Subscriber acknowledges that it is the responsibility of Subscriber and/or any Named User to review, analyze, revise, verify, and

undertake all action necessary to determine that any response, answer and/or work product provided by the Licensed Software and used by Subscriber or any Named User in the practice of law or otherwise is accurate, complete, and proper for the purposes used thereby.

7.5 ALL THE WARRANTIES MADE BY COMPANY SHALL NOT APPLY TO, AND COMPANY SHALL HAVE NO OBLIGATION OR LIABILITY WITH RESPECT TO, ANY ADVERSE OPERATION OR PERFORMANCE OF THE LICENSED SOFTWARE CAUSED BY, OR ATTRIBUTABLE TO: (i) ANY THIRD PARTY AND/OR SUBSCRIBER SOFTWARE INTEGRATED OR USED BY SUBSCRIBER WITH THE LICENSED SOFTWARE, IF ANY, (ii) ANY ENHANCEMENTS OR MODIFICATIONS OF THE LICENSED SOFTWARE MADE BY SUBSCRIBER AND/OR ITS SUBCONTRACTORS OR AGENTS (OTHER THAN COMPANY), (iii) ANY MISUSE OF THE LICENSED SOFTWARE BY SUBSCRIBER, INCLUDING ANY USE NOT PROVIDED FOR IN THIS AGREEMENT, AND/OR (iv) ANY INCORRECT CONFIGURATION OF THE LICENSED SOFTWARE BY SUBSCRIBER AND/OR A NAMED USER AND/OR SUBCONTRACTORS OR AGENTS (OTHER THAN COMPANY), AND/OR ANY INCORRECT CONFIGURATION BY THE FOREGOING OF ANY HARDWARE, NETWORK, DATABASE, OR COMPUTER INFRASTRUCTURE ON WHICH THE LICENSED SOFTWARE IS USED.

7.6 REFERENCES TO SUBSCRIBER CONTAINED IN ANY LIMITATIONS OF WARRANTY SET FORTH IN THIS PARAGRAPH 7 SHALL BE DEEMED TO INCLUDE AND SHALL APPLY TO SUBSCRIBER, AND/OR ANY NAMED USER, AND/OR ANY SUBCONTRACTOR OR AGENT OF ANY OF THE FOREGOING OTHER THAN COMPANY.

8. Indemnification

8.1 Company will indemnify, and hold Subscriber harmless against, and will pay the damages awarded as a result of, any third party claim, action, or proceeding (collectively herein, "Claim") against Subscriber (including its directors, officers, and employees), whether civil, criminal, or administrative, and whether brought by any person, entity, or governmental agency, based on an allegation the Licensed Software infringes on a U. S. patent, trademark or copyright, or misappropriates the trade secret(s) of any third party, provided, however, Company shall have no obligation to Subscriber if and to the extent a Claim is attributable to any infringement caused by (i) any applicable predicate described in

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Paragraph 7.5(i) through (iv), or (ii) use of the Licensed Software by Subscriber with any third party software not currently licensed for use by Subscriber or Named User, including without limitation any not currently licensed for use thereby.

8.2 Subscriber will defend, indemnify, and hold Company harmless against, and will pay the damages awarded as a result of, any Claim (as defined in Paragraph 8.1 against Company, including its directors officers, employees, or subcontractors, whether civil, criminal, or administrative, and whether brought by any person, entity, or governmental agency, which arises out of or is based on (i) any unverified, negligent, improper, incorrect and/or unethical use of the Licensed Software and/or output therefrom by Subscriber and/or any Named User, including without limitation, the failure of Subscriber and/or any Named User to review, analyze, revise, verify, and undertake necessary action to determine the accuracy and completeness of any output from the Licensed Software in connection with Subscriber's and/or any Named User's use of such output. User; (ii) any unauthorized modification of the Licensed Software, or misuse of the Licensed Software by Subscriber, or Named User, and/or subcontractors or agents thereof, including without limitation, the failure of Subscriber and/or any Named User to obtain requisite consent from a client or third party to use Licensed Software on behalf thereof; (iii) any claim of infringement on a U. S. patent, trademark or copyright, or misappropriation of any trade secret(s) arising from conduct described in clause (i), or (iv) an allegation that the use of the Licensed Software (whether by Subscriber and/or a Named User, or a third party (who obtained access to the Licensed Software by or through Subscriber and/or Named User) is (A) not permitted under this Agreement, and/or (B) in violation of any law, regulation or treaty of any jurisdiction and/or of the rights of any person or entity (except for any such violation that arises from Company's programming of the Licensed Software and/or that is independently caused by Company).

8.3 A party seeking indemnification ("Indemnitee") shall provide prompt, written notice of any Claim for which indemnification is sought to the party from which indemnification is sought ("Indemnitor") and shall reasonably cooperate with Indemnitor in defense of such Claim(s). An Indemnitor shall have sole control of the defense of any such Claim and all negotiations for its settlement or compromise. The foregoing

notwithstanding, an Indemnitee shall have the right to obtain, at its own expense, representation in addition to that provided by Indemnitor, provided such representation does not interfere with Indemnitor's defense. Indemnitor will not enter into any settlement or compromise which imposes any additional obligations upon Indemnitee without Indemnitee's express written consent.

8.4 The indemnifications made in this Paragraph 8 by Company and Subscriber shall apply to, and be for the sole benefit of, the respective party indemnitees, and not to any Affiliated Entity, Named User and/or third party.

9. Modification; Unauthorized Use

9.1 In the event Subscriber and/or a Named User and/or third party acting on behalf thereof, modifies the Licensed Software, and/or uses it outside the Scope of Use set forth in Paragraph 4, including without limitation breach of the proscription of Paragraph 3.2 against use of the Licensed Software by any third party (to include third party service providers acting on behalf of, or in the interests of, the Subscriber, upon any such event, ANY WARRANTY MADE BY COMPANY WITH REGARD TO THE LICENSED SOFTWARE SHALL BE VOID, AND COMPANY SHALL HAVE NO LIABILITY FOR ANY DEFECT OR FAILURE OF THE LICENSED SOFTWARE AFFECTING THE FEATURES/CHARACTERISTICS DESCRIBED IN **ATTACHMENT 1**). In addition, upon any such event described in this paragraph, Subscriber and any Affiliated Entity shall be liable to Company for any acts or omissions of any third party as they relate to the use and operation of the Licensed Software.

9.2 Company assumes no responsibility for the acts or omissions of third-party service providers, including loss of Subscriber data resulting from the acts or omissions of such third-party service providers, unless such loss is caused by the actions of the Company.

10. Limitation On Liability

10.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER THE CLAIM IS BASED IN TORT (EXCLUDING INTENTIONAL MISCONDUCT OF THE PARTY OR ITS EMPLOYEES), OR IN CONTRACT, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, EVEN IF ADVISED OF THE

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POSSIBILITY THEREOF. NOTWITHSTANDING THE FOREGOING, THERE ARE NO LIMITATIONS ON LIABILITY ARISING UNDER THE INDEMNITY PROVISIONS OF PARAGRAPHS 8.1 and 8.2 ABOVE. IN ALL OTHER RESPECTS, THE PARTIES INTEND AND AGREE TO LIMIT THEIR RESPECTIVE LIABILITY TO DIRECT DAMAGES ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

11. Term and Termination

11.1 Under this Agreement, the Subscriber shall have the right to use the Licensed Software for a term of one year or such longer period as set forth, and/or on terms, otherwise stated in the Subscription Proposal.

11.2 In the event of a material default, either party may terminate this Agreement by giving written notice to the other party if any such default is not remedied within ninety (90) days following said written notice thereof. Upon termination of this Agreement or of any Order, any amounts owed to Company under this Agreement prior to such termination will remain due and payable, provided that such termination is not the result of a material default by Company, and all rights granted hereunder will terminate, except as otherwise expressly provided elsewhere herein.

12. Governing Law; Dispute Resolution

12.1 This Agreement and performance thereunder shall be governed by the laws of the State of New York. This Agreement shall constitute the entire agreement of the parties and cannot be modified or altered in any way except by written agreement of the parties hereto. If any dispute arises between the parties under this Agreement, or any matter relating thereto of whatever kind or nature, each party shall bear its own costs in connection with any arbitration or court proceedings, including without limitation attorneys and expert witness fees and expenses, and all other costs, and expenses in connection with any matters on appeal.

12.2 In the event of a dispute (including without limitation a claim for money or relief) among the parties based on, or arising out of, or relating to this Agreement, then the party seeking relief shall as his sole forum (in lieu of filing suit or proceeding in state or federal court or any other forum) give written notice to the other party of such dispute, and the parties shall within three (3) months thereafter have the issue mediated before a mediator acceptable to all parties at a mutually agreeable location.

If such mediation reaches impasse in the opinion of the mediator, then the matter shall be arbitrated in White Plains, New York, or such other location as the parties may mutually agree, within six (6) months after said impasse by an arbitrator mutually selected by the parties or, in the event the parties cannot select an arbitrator within thirty (30) days of a demand for arbitration, an arbitrator appointed by a court of applicable jurisdiction, which arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association (but not administered by such Association) with the arbitration to be administered by the arbitrator so selected and held. The parties involved in the controversy shall split evenly the cost of such mediation and arbitration. Such arbitration shall be binding on the parties and be enforceable in accordance with the Uniform Arbitration Act. Except as set forth in this Agreement, this mediation/arbitration provision is the exclusive mechanism for resolution of any dispute based on, arising out of, or relating to this Agreement, and is in lieu of any suit or other court action or proceeding, provided that said arbitrator may issue injunctions against the parties on a nationwide basis and any order or award by the arbitrator may be reviewed or enforced by a court of competent jurisdiction. Both parties hereby submit to the jurisdiction of the aforesaid court and arbitrator on the conditions specified above for purposes of service of process and trial of all issues with respect thereto. Notwithstanding anything to the contrary in this Paragraph, the parties hereby acknowledge that any material violation by any of any material terms or conditions of this Agreement would cause irreparable harm to the party and that remedies at law would be inadequate to redress any actual or threatened violation of this Agreement. The parties agree that, in addition to relief through arbitration, the foregoing restrictions may be enforced by temporary and permanent injunctive relief in any court of applicable jurisdiction, without the necessity of posting a bond even if otherwise normally required. Each of the parties expressly waives any and all objections such party may have to venue for arbitration.

13. Miscellaneous

13.1 Subscriber's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred by operation of law or otherwise, without the prior written consent of Company. Company shall not transfer or assign this Agreement or any rights to the license or use of the Licensed Software to any person or entity except upon the

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assumption of each and every obligation under this Agreement by the transferee/assignee.

Which

13.2 This Agreement and/or any Attachment thereto shall not be amended except in a writing executed by both parties. Any provision of this Agreement, which is invalid, illegal or unenforceable will be ineffective only to the extent of such invalidity, and no such invalidity, illegality or unenforceability, if any, will invalidate or render illegal or unenforceable. If any provision hereof shall be declared invalid, the parties shall enter into a new agreement granting to the fullest extent legally permitted, the rights of the parties contained in the invalid provisions.

13.3 Any notice required or permitted by this Agreement shall be in writing and shall be personally delivered, or sent by prepaid registered or certified airmail, return receipt requested (if available), or sent by any private or public air package courier that obtains in the ordinary course of business a receipt for delivery or by facsimile and confirmed by receipt of transmission thereof, addressed to the other party postage prepaid, first class priority mail, at the address shown in this Agreement or at such address for which such party gives notice hereunder. If mailed, such notice shall be deemed to have been given seven (7) days after deposit in the mail, (ten (10) days in the case of international mail) except that notice of change of address shall be effective on receipt.

13.4 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original. All such counterparts shall together constitute but one and the same instrument and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THESE PARTIES AS TO THE SUBJECT MATTER HEREIN, IS SEPARATE FROM AND INDEPENDENT OF ANY MASTER SERVICE AGREEMENT OR OTHER AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES, WRITTEN AND ORAL, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

COMPANY AND SUBSCRIBER BY EXECUTING THE SUBSCRIPTION PROPOSAL TO WHICH THIS AGREEMENT

APPLIES HAVE DULY CAUSED THEIR AUTHORIZED OFFICERS TO EXECUTE SAID PROPOSAL WHICH CROSS REFERENCES AND INCORPORATES THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE DATE OF THE SAID PROPOSAL..

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Attachment 1: Licensed Software

Licensed Software Description

The Software delivered and licensed by Company under this Subscription Agreement is ANYTIME AITM, an AI software solution for legal professionals designed to provide functionalities that will enable Subscriber to perform simple and efficient document analysis, summarization, and comparison, legal research, extraction of specific legal information, automation of key legal workflows, and functionality regarding specified practice areas, all for use and review by such professionals in the practice of law.

Unless otherwise specified in the Subscription Proposal, the functionality of the Licensed Software is limited to Medical Chronology, Demand Letter, Treatment Timeline Analysis, Lien Review, Discovery Response, Document Review and Summarization, Document Draft and Legal Research. The Company may make available to Subscriber additional functionalities to the Licensed Software on such terms and at such cost as may be determined by the Company, in its sole discretion. The Licensed Software is designed to operate on common computer operating systems with access to Amazon cloud services or other cloud services under current and valid licenses to the Company.

ANYTIME AITM is built to leverage elements of law practice in which AI can provide efficiencies of time and effort, breadth of analysis, focused research, and identification of other collateral benefits, all at low cost. The Subscriber owns all data uploaded to the ANYTIME AITM software and responses to subscriber queries, all of which are stored on cloud service providers. The Company does not store any such data on its system.

Software Subscription

The Licensed Software is being offered to the Subscriber for a period of one year or as otherwise provided in the Subscription Proposal as stated in PARAGRAPH 11.1. The software subscription provides for Subscriber's use of the Licensed Software during such period and Company's provision of Updates as **described in Attachment 2**.

FEES FOR USE OF LICENSED SOFTWARE

The fees for the license and use of the Licensed Software are set forth in the Subscription Proposal

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Attachment 2: Training/Updates/Services

Company Training, Support and Updates

Complimentary AI Training Sessions

Weekly one-hour sessions, plus on-going dedicated support, and internal-roll-out assistance, and in-person training a minimum of once per quarter.

Dedicated Customer Support

Multiple dedicated account managers + submit requests anytime via our platform to our Support & Product Teams, and we'll respond within 24 hours.

Subject to Paragraph 7.3, the Company agrees to respond to inquiries from the Subscriber Key User within 24 hours regarding any technical malfunction of the Licensed Software. The Company assumes no responsibility for any malfunction due to matters described in Paragraph 7.5 of the Agreement.

Updates

From time to time, Company may, but is not obligated to provide updates to the Licensed Software to improve performance, to provide increased functionality, to upgrade or add additional software components or functionality of existing components.

Company agrees to notify Subscriber of any Updates and a description thereof.

For an additional mutually agreed fee, Company may, in its sole discretion, agree to provide Subscriber with training in the use of the Licensed Software and/or its functionality, at mutually agreed dates and times.

Nothing in this Attachment 2 shall be construed to require Company to provide Updates and/or training or additional services with regard to the Licensed Software.

Subscriber Key User

In addition to the Subscriber's obligations under the Agreement, Subscriber shall also identify at least one English-speaking Named User as a "Key User" for Subscriber. The Key User shall serve as a single point of contact with the Company, and Subscriber's authorized representative empowered to make contact with Company regarding matters pertaining to the Licensed Software and/or the Agreement.