OBIANSWERS | BUSINESS CUSTOMER AGREEMENT

SaaS License & Subscription Agreement

OBIAnswers

Version 2026-10-28.1 | Updated October 28, 2026

This SaaS License & Subscription Agreement ("Agreement") is between **ARGMEDIAGROUP LLC** ("Company") and the business or other legal entity identified in the applicable workspace registration and accepted checkout or ordering records ("Customer"). The individual accepting for Customer is its authorized representative, not a personal guarantor merely by accepting for that entity.

Acceptance of this Agreement

BY SELECTING AN UNCHECKED AGREEMENT CHECKBOX AND SUBMITTING THE ASSOCIATED ACCEPTANCE OR CHECKOUT BUTTON, OR BY CLICKING AN EXPRESSLY LABELED "I AGREE" BUTTON AFTER BEING PRESENTED WITH THIS AGREEMENT, YOU ACCEPT IT ON BEHALF OF CUSTOMER AND REPRESENT THAT YOU HAVE AUTHORITY TO BIND CUSTOMER. The acceptance screen must identify this Agreement and provide a conspicuous opportunity to open, review, download, and retain it before acceptance. If you lack authority or do not agree, do not accept or purchase the Service.

No handwritten signature or separately completed paper order is required for self-service subscriptions. This Agreement becomes effective when Customer affirmatively accepts it through that process ("Effective Date"). Paid access begins on the subscription start date in the accepted Order, subject to successful checkout. Merely browsing the website, receiving an invitation, or using an employee account does not authorize a subscription purchase or bind a business to new fees.

Customer and subscription records

The accepted electronic Order identifies Customer, its workspace, the selected plan, recurring fee, billing interval, subscription start and renewal dates, applicable taxes, discounts, and any separately accepted purchases. Registration and billing information are incorporated only to identify the customer and commercial selections; they cannot silently replace these terms. Customer must ensure the records identify the correct legal business and keep its business and contact information accurate.

Before a purchase is submitted, checkout must clearly show the recurring charge, whether billing is monthly or annual, automatic renewal, how to cancel, and any separate payment authorization required by law. Agreement acceptance alone does not authorize undisclosed charges. The accepting representative must be authorized both to bind Customer and to authorize the purchase.

Important contract terms

This Agreement includes payment obligations and automatic renewal (Sections 3-5), AI limitations and required human review (Section 7), data-processing and retrieval terms (Sections 8 and 11), warranty disclaimers and liability limits (Sections 12-14), and binding individual arbitration with a waiver of court and jury resolution for covered disputes (Section 15). Read the complete Agreement before accepting.

Company and notices

ARGMEDIAGROUP LLC
111 Town Square Pl, Ste 1238, PMB 659533
Jersey City, New Jersey 07310-1810, United States
Company notice email: contact@argmediagroup.com

Customer notice and billing addresses are the designated administrative and billing contacts maintained in its account records. Section 16.1 governs delivery and receipt. Company must preserve the accepted Agreement version and reliable evidence of Customer acceptance.

Schedule A on page 10 states standard plan pricing and allowances. Page 10 also addresses electronic acceptance records.

01 | CONTRACT TERMS

Access, scope & subscription

1. Definitions and contract structure

1.1 Defined terms. "Service" means the OBIAnswers hosted business knowledge application and purchased features. "Authorized Users" means Customer's employees and contractors whom Customer permits to use its workspace. "Customer Content" means documents, questions, approved answers, and other material submitted by or for Customer. "Output" means AI-generated responses produced for Customer. "Documentation" means Company's then-current operational instructions, excluding marketing promises. "Order" means an affirmatively accepted electronic checkout or ordering record specifying Customer and the purchased subscription, or a separately agreed written order. "Subscription Term" means the selected monthly or annual period. "Applicable Law" means law binding on the relevant party or processing activity.

1.2 Priority. A mutually accepted written amendment expressly identifying the provision changed controls first; an executed data processing addendum (DPA) controls only for its data-protection subject matter; this Agreement controls next; and the Order controls plan selection, quantities, price, start date, and expressly identified negotiated exceptions. Documentation and website statements do not override this Agreement. Customer purchase-order boilerplate does not amend it. No future Terms of Service or other document is incorporated without being identified and validly accepted.

2. License and delivery

2.1 Limited access license. During a paid Subscription Term, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for Authorized Users to access the Service for Customer's internal business operations, subject to this Agreement and purchased allowances. Contractor access must be for Customer's benefit. Customer receives hosted access, not source code or ownership. Native clients, if supplied, may be installed and used only to access the Service, subject to mandatory platform terms.

2.2 Included functions. Depending on platform availability, the Service provides account and role management; workspace and location management; document upload, processing and retrieval; source-linked AI questions and answers; question history; manager review; approved answers; usage metrics; limited CSV exports; archiving; and subscription administration. Function availability may differ between web and mobile. Document upload and advanced administration may require the web application.

2.3 Exclusions and limits. Custom integrations, migration, manual data entry, professional advice, bespoke development, on-site support, compliance certification, dedicated infrastructure, and guaranteed data residency are excluded unless expressly purchased in an accepted Order. Supported file types, rate limits, processing limits, list/search bounds, and capacity controls apply. Topic analytics may use keyword counts. Company may reject unsupported, unsafe, corrupt, or oversized files.

2.4 Changes and support. Company may maintain and improve the Service and change underlying models or providers, subject to data-protection obligations. It will not materially reduce purchased core functionality during a prepaid term without an equivalent replacement or the termination remedy in Section 11.3. Support is provided through Company's designated support channel on a commercially reasonable basis. No uptime, response-time, recovery-time, or restoration guarantee applies unless separately signed. Material planned maintenance will be notified when reasonably practicable; emergency work may occur without advance notice.

3. Term and renewal

3.1 Renewal and cancellation. The subscription begins on the Order start date and renews for successive periods of the same length unless either party gives non-renewal notice before the renewal date. Customer may cancel renewal through the billing portal or written notice; no five-day advance cancellation requirement applies. Cancellation generally takes effect at the end of the paid term. Mandatory renewal notices and cancellation rights under Applicable Law remain in effect. Company will provide at least 30 days' notice if it elects not to renew, unless an earlier termination right applies.

02 | COMMERCIAL OBLIGATIONS

Fees, payment & capacity

4. Fees and payment

4.1 Fees and authorization. Customer must pay the fees in the accepted Order in U.S. dollars. Monthly and annual subscriptions are billed in advance. Customer authorizes Company and its payment processor to charge the designated payment method for expressly accepted recurring fees, applicable taxes, and separately authorized purchases. Company may retry a failed payment and notify Customer. Revoking a payment method or disputing a payment does not itself cancel the subscription or extinguish lawfully owed amounts. Statutory payment-dispute rights are preserved.

4.2 Three-day invoicing period. Initial self-service activation requires successful checkout. For subsequent invoices, payment is due no later than three calendar days after invoice issuance unless the accepted Order states otherwise; automatic charges may be attempted on the renewal date. A failed payment does not create an obligation to provide unpaid initial access. For an existing subscription, suspension or termination solely for non-payment is subject to Section 11.2 and its 3-day notice period. Company will administer payment retries and access controls consistently with these terms.

4.3 Taxes and billing information. Fees exclude sales, use, value-added, and similar transaction taxes, which Customer must pay unless it supplies a valid exemption. Company is responsible for taxes on its own net income. Customer must maintain accurate billing details and valid payment authorization. Any legally required withholding must be documented; the parties will cooperate on available lawful exemptions.

4.4 Billing disputes and collection. Customer should report a good-faith billing dispute promptly, identifying the invoice, amount, and reason, and must pay undisputed amounts when due. Company will investigate reasonably and will not terminate solely for an amount genuinely disputed in writing while Customer cooperates and pays undisputed charges. This procedure does not shorten statutory rights. No late fee or contractual interest applies unless separately agreed in writing and lawful. Customer must reimburse reasonable, actually incurred collection costs and legal fees awarded by the decision-maker for collection of undisputed overdue amounts, to the extent permitted by law.

4.5 Refunds. Except as expressly stated in this Agreement or required by law, fees are non-refundable and unused capacity is not refundable. Non-use, ordinary cancellation, removal of users, or a downgrade does not create a refund. Refunds are available for duplicate or erroneous charges and under Sections 11.3 and 12.2. A refund does not by itself cancel future renewals; Company will confirm the resulting subscription status.

4.6 Price changes. Company may change recurring fees only for a renewal beginning at least 30 days after written notice. Prepaid fees for the current term do not increase. Customer may avoid the new price by canceling renewal before it takes effect. A price change requiring affirmative consent under Applicable Law will not take effect without that consent.

5. Allowances, credits and plan changes

5.1 Plan capacity. Schedule A lists standard included allowances. Fees are per workspace, not automatically per user or document. Reaching a limit may block additional activity; it does not authorize an automatic overage charge. Included question allowances reset each UTC calendar month, including on annual plans; unused included allowances do not carry over. Technical and anti-abuse rate limits are separate from purchased capacity.

5.2 Optional credits. Eligible active Enterprise workspaces may separately purchase 1,000-25,000 additional questions in 1,000-question increments at $0.02 each. Purchases require an authorized user's affirmative action. Unused purchased credits carry over between months and are consumed after included questions. They have no cash value, are non-transferable, and do not grant access without an eligible active subscription. Following expiration or termination, remaining credits are retained during the 30-day retrieval period and then may be forfeited, except where law requires otherwise. Company-caused termination under Section 11.3 includes a refund of unused purchased credits.

5.3 Changes and discounts. Upgrades, downgrades, prorations, and their effective dates must be shown before acceptance. Downgrades may restrict new activity until usage fits the lower plan. Discounts and referral rewards apply only under disclosed eligibility and duration terms, do not stack unless expressly allowed, and do not apply to separately purchased question credits unless stated. Company may reject or reverse fraudulently obtained discounts, with notice and an opportunity to contest an error.

03 | RESPONSIBILITY AND PERMITTED USE

Customer duties & AI use

6. Customer responsibilities

6.1 Administration and authority. Customer represents that its accepting representative has authority to bind the identified business. Customer controls its users, roles, locations, document audiences, invitations, and approved knowledge. Customer is responsible for activity it authorizes and for promptly removing access when appropriate. Customer must maintain secure credentials, use available security measures, and promptly report suspected compromise. Customer is not responsible for unauthorized access to the extent caused by Company's breach of this Agreement.

6.2 Rights and lawful content. Customer warrants that it has necessary rights, notices, permissions, and lawful grounds to submit and process Customer Content, including employee data, and to instruct Company and its permitted providers to process it. Customer must keep authoritative policies accurate and current, resolve conflicting instructions, and retain independent copies of important records. Customer is responsible for notices to and lawful monitoring of its Authorized Users and for handling their requests in its role as controller or equivalent business decision-maker.

6.3 Prohibited conduct. Customer must not, and must not permit others to: access another workspace without permission; evade access controls or usage limits; share individual credentials; resell or sublicense access; introduce malware; interfere with availability; unlawfully scrape or bulk extract the Service; infringe rights; submit unlawful material; impersonate others; or use the Service for fraud, discrimination, unlawful surveillance, harassment, or other unlawful purposes. Customer must not reverse engineer protected components except where an unwaivable legal right permits it, or use non-public Service materials to develop a competing service. Ordinary use of Customer Content and permitted Output is not restricted merely because Customer operates in a related industry.

6.4 Restricted data and activities. Unless separately authorized in a signed addendum establishing required safeguards, Customer must not submit protected health information requiring a business associate agreement, payment-card authentication data, passwords or access secrets, government-classified information, or children's personal data. The Service is not intended for emergency response, safety-critical operation, or autonomous decisions with legal or similarly significant effects on people. Customer must not represent that Company has a certification, regulatory authorization, or professional qualification that Company has not expressly confirmed in writing.

7. AI-specific allocation of responsibility

7.1 Limitations. AI-generated Output is probabilistic and may be inaccurate, fabricated, incomplete, biased, misleading, outdated, or inconsistent even when source citations appear. A citation indicates a supporting reference or system-verified source association, not a guarantee that an answer is correct, complete, suitable, or legally compliant. Retrieval and processing may fail or omit relevant material. Approved answers remain subject to Customer's review and maintenance.

7.2 Required human review. Customer and Authorized Users must examine relevant source material, verify consequential Output, and obtain qualified professional advice where needed before acting. Customer remains responsible for its business policies, employment decisions, customer communications, and other decisions made using the Service. Output does not constitute legal, medical, financial, tax, emergency, or other licensed professional advice. A manager-review prompt is an escalation aid, not a substitute for Customer's own controls.

7.3 No guaranteed result. Company does not promise any specific financial saving, productivity increase, regulatory outcome, answer accuracy rate, suitability for a particular workflow, or freedom from infringement in generated Output. Similar Output may be generated for other users. Customer must assess third-party rights before distributing Output externally. These allocations do not excuse Company from its express obligations or liabilities that cannot lawfully be limited.

04 | CUSTOMER INFORMATION

Data processing & security

8. Processing, safeguards and retention

8.1 Customer instructions and limited license. Customer retains ownership of Customer Content. It grants Company a non-exclusive license during the term and permitted retention period to host, copy, transmit, extract, index, transform, retrieve, and display Customer Content and generate Output solely to provide, secure, support, and administer the Service and comply with law. Company may use contractors and subprocessors only for these purposes under appropriate confidentiality and data-protection obligations. This license does not authorize sale of Customer Content or general-purpose model training on it.

8.2 Roles and addenda. As between the parties, Customer determines the purposes and means of processing personal data contained in Customer Content and Company processes that data on Customer's documented instructions, except where law requires otherwise. Company independently processes account, billing, fraud-prevention, and legal-compliance information as required for those purposes, subject to applicable notice and law. If a DPA, transfer mechanism, or other addendum is legally required, the parties must execute it before the relevant processing; this Agreement is not a representation that a required addendum already exists.

8.3 Providers and international processing. The Service uses Google/Firebase for identity, database and file services, OpenAI for document retrieval and answer generation, and Stripe for payments. Hosting and operational providers may also be used. Necessary documents, questions, and source text may be transmitted to authorized providers. Company remains responsible for its contractual processing obligations and must maintain a current list of relevant subprocessors and processing locations before onboarding. Any legally required subprocessor notice, objection procedure, or international transfer safeguards will be stated in the applicable DPA. No specific residency location is promised absent a signed commitment.

8.4 Security obligations. Company will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Service and personal data, including access controls and protection of credentials. No security measure guarantees prevention of every incident. Customer must secure its own devices, users, networks, and configurations. Company does not assume custody or control of copies Customer downloads, exports, or shares outside the Service. Company will not use Customer Content to train general-purpose models or authorize a provider to do so without Customer's separate express written consent.

8.5 Security incidents. Company will notify Customer without undue delay after confirming a security incident involving unauthorized access to or disclosure of Customer personal data in Company's or its subprocessors' processing, and within any shorter legally required period. Notice will include information reasonably available about the nature, likely effects, mitigation, and contact point, with updates as appropriate. Notice is not an admission of fault. The parties will reasonably cooperate; each remains responsible for its own legally required notices. Any more specific deadline must be established in a signed DPA.

8.6 Requests and disclosure. Company will reasonably assist Customer with legally required access, correction, deletion, and regulator requests within the scope of Company's processing. Company may charge agreed reasonable fees for extraordinary assistance unless law prohibits it or the need results from Company's breach. Legally compelled disclosures are permitted subject to Section 10.3. Company will not disclose Customer Content for unrelated advertising or publish Customer's confidential documents.

8.7 Backups and deletion. Customer must keep independent authoritative originals; the Service is not a backup or records-retention product. No backup frequency, recovery point, recovery time, or restoration guarantee is purchased under this Agreement. Company must document actual retention and backup practices before customer onboarding. Termination retention is governed by Section 11.4; residual backups and legally required records remain protected and may be used only for restoration, security, legal compliance, and eventual deletion, not routine product use.

05 | RIGHTS AND DISCLOSURE CONTROLS

Ownership & confidentiality

9. Intellectual property

9.1 Company materials. Company and its licensors retain all rights in the Service, software, interfaces, algorithms, Documentation, trademarks, underlying technology, and improvements, excluding Customer Content. No rights are granted by implication. Customer must not remove proprietary notices. Company may use general knowledge and skills developed in providing the Service without disclosing Customer's Confidential Information or using Customer Content beyond Section 8.

9.2 Customer Content and Output. Customer retains its Customer Content rights. To the extent Company owns transferable rights in Output generated specifically for Customer, Company assigns those rights to Customer, subject to payment of applicable fees. No ownership is promised where law does not recognize it; third-party and pre-existing rights remain with their owners. Customer's rights to Output do not include Company technology, other customers' information, or rights Company cannot grant. Customer may use lawful Output for its business subject to this Agreement and applicable third-party rights.

9.3 Feedback and usage statistics. Customer may voluntarily provide suggestions. Company may use that feedback to improve its products without compensation, but the permission does not include Customer Content, personal data, or confidential business information embedded in feedback. Company may use aggregated or de-identified operational statistics that do not reasonably identify Customer or a person, must not attempt to re-identify them, and must apply any additional legal restrictions.

9.4 Third-party services and public references. Separate services Customer independently chooses to connect may be governed by their own accepted terms. Company's own subprocessors do not become Customer's contractual responsibility merely because they supply Company. Neither party may use the other's name, logo, testimonials, or confidential information for publicity without prior written permission. Customer's internal directory names and branding may be displayed as needed to provide its workspace.

10. Confidentiality

10.1 Protected information. "Confidential Information" means information disclosed by one party to the other that is marked confidential or should reasonably be understood as confidential from its nature or context, including non-public business, technical and security information, Customer Content, and non-public commercial terms. It excludes information the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is independently developed without use of the disclosure, or is lawfully received without confidentiality obligations.

10.2 Duties and permitted recipients. The receiving party will use Confidential Information only to perform or exercise rights under this Agreement, protect it with at least reasonable care, and disclose it only to personnel, professional advisers, contractors, and authorized providers who need it for those purposes and are bound by appropriate confidentiality obligations. Each party is responsible for its permitted recipients' compliance within the scope of its control and contractual obligations. Personal-data obligations apply independently.

10.3 Required disclosure. A party may disclose information to the extent lawfully required by a court, regulator, or other authority. Where legally permitted, it will provide advance notice and reasonable cooperation, at the disclosing party's expense, to seek protection, and disclose only what is required. Neither party must violate law to comply with this Agreement.

10.4 Duration and equitable relief. Confidentiality duties continue for three years after termination; trade secrets remain protected while qualifying as trade secrets, and personal data remains protected for as long as retained. A party may seek appropriate interim relief under Section 15 for threatened misuse, subject to applicable legal standards. The existence of this provision does not establish entitlement to relief without proof.

06 | ENDING OR RESTRICTING ACCESS

Suspension, termination & exit

11. Suspension and termination

11.1 Protection of the Service. Company may immediately restrict affected functions or users where reasonably necessary to address a credible security threat, unlawful use, material misuse, a binding legal order, or a provider restriction that makes continued processing unlawful. It will use a proportionate restriction where feasible, notify Customer promptly unless prohibited or likely to worsen the threat, and restore access when the reason is resolved. Payment-related suspension is governed by Section 11.2. A service-protection suspension does not excuse Company's own breach or create an unlimited right to withhold paid service.

11.2 Breach and non-payment. Either party may terminate for a material breach remaining uncured 30 calendar days after the breaching party receives written notice reasonably describing it. For non-payment of an undisputed overdue amount, Company may suspend new usage or terminate only if the failure continues for 3 calendar days after Customer receives written notice stating the amount, cure deadline, and threatened restriction or termination. The special 3-day period governs non-payment; the initial invoice deadline remains as stated in Section 4.2. Where a breach cannot lawfully be cured or continued performance is unlawful, the affected party may terminate immediately to the necessary extent.

11.3 Company-caused termination and remedies. If Customer terminates for Company's uncured material breach, Company terminates for convenience during a prepaid term, or Company permanently discontinues paid core functionality without an equivalent replacement, Company will refund the unused prepaid subscription fees on a daily pro rata basis and unused purchased question credits. Customer must request the discontinuation remedy within 30 days after notice or discovering the material reduction. Company may choose non-renewal under Section 3.1. These refunds are not the exclusive remedy for an independently actionable breach, but other claims remain subject to Section 13.

11.4 Retrieval and deletion. Upon termination, ordinary use and new processing cease and undisputed accrued fees remain due; future unrenewed subscription fees are not accelerated. For 30 calendar days after the effective termination date, Customer may request retrieval of its stored documents and available account records through existing export functions or a reasonable support-assisted process. Customer need not purchase a renewal solely to retrieve data. Company may require identity verification and secure delivery, and may restrict access where law or a specific security risk requires it. The parties will agree in advance on fees for bespoke migration or conversion; such fees do not apply to routine available exports.

11.5 Deletion timetable. Unless Customer requests earlier lawful deletion or law requires retention, Company will delete or de-identify active Customer Content within 60 days after the 30-day retrieval period ends and direct relevant subprocessors to delete their copies. Protected residual backups will expire under a documented schedule, not later than 180 days after termination except for a legal hold or legally required retention. Retained billing, dispute, security, or compliance records must be limited to a lawful purpose and remain protected. Company will provide reasonable confirmation of completed deletion upon request. No data recovery is promised after the retrieval period.

11.6 Survival. Accrued payment obligations; ownership; confidentiality; permitted retention and deletion duties; disclaimers; liability limits; indemnities for covered claims; dispute resolution; and provisions that by their nature must survive remain effective. Survival does not authorize continued ordinary use of the Service or indefinite retention of Customer Content.

12. Limited service warranty

12.1 Express commitment. Company warrants that it will provide the purchased Service with reasonable care and skill and that core functions will materially conform to the applicable Documentation during the paid term. This is not a warranty that Output is accurate, that every defect will be corrected, or that uninterrupted access will occur. Customer must promptly report a material nonconformity with enough detail for reasonable investigation.

12.2 Remedy. Company will use commercially reasonable efforts to correct a covered material nonconformity. If it remains an uncured material breach after the Section 11.2 cure period, Customer may terminate the affected subscription and receive the Section 11.3 refund. This remedy does not restrict non-waivable statutory rights or the exceptions in Section 13.3.

07 | RISK ALLOCATION

Disclaimers, liability & claims

13. Disclaimers and limitations of liability

13.1 Disclaimer. EXCEPT FOR SECTION 12 AND EXPRESS OBLIGATIONS IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. NO ORAL OR MARKETING STATEMENT CREATES AN ADDITIONAL WARRANTY. THIS DISCLAIMER DOES NOT NEGATE EXPRESS DATA-PROTECTION OR CONFIDENTIALITY OBLIGATIONS.

13.2 Excluded damages and aggregate cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 13.3, COMPANY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL ARISING FROM THIS AGREEMENT. COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUBSCRIPTION AND QUESTION-CREDIT FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED WORKSPACE DURING THE 12 MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIM. RELATED EVENTS ARE ONE CLAIM; MULTIPLE CLAIMS DO NOT MULTIPLY THE CAP. NO SEPARATE LIABILITY CAP APPLIES TO EACH USER OR CLAIMANT.

13.3 Mandatory exceptions and scope. No disclaimer, exclusion, or cap limits liability for fraud, willful misconduct, gross negligence, death or personal injury to the extent it cannot lawfully be limited, or any other liability or remedy that Applicable Law prohibits excluding or limiting. Refunds expressly due under this Agreement are payment obligations and are not reduced by the damages cap. Customer's agreed fees and its Section 14 indemnity obligations are not limited by Company's liability cap. Company's confidentiality and data-protection liabilities are subject to the cap only to the extent legally permissible; a signed DPA may expressly establish a different cap for those claims.

13.4 Application and allocation. Subject to Section 13.3, these limitations apply regardless of legal theory, including contract, tort and negligence, even if a party was advised of the possibility of loss and an agreed remedy fails its essential purpose. They allocate commercial risk reflected in the fees. Customer's responsibility for decisions, content, credentials, and independent systems does not excuse Company's proven breach. Each party must take reasonable steps to mitigate recoverable loss.

14. Customer indemnity

14.1 Covered third-party claims. To the extent permitted by law, Customer will defend Company and its officers, employees and affiliates against third-party claims alleging that Customer Content infringes intellectual property or privacy rights; that Customer lacked required rights or lawful grounds to submit or process it; or that Customer's unlawful or prohibited use caused the third party harm. Customer will indemnify those persons for final damages and reasonable settlement amounts and defense costs on covered claims. This duty does not cover a claim to the extent caused by Company's breach, unlawful conduct, gross negligence, willful misconduct, unauthorized modification of Customer Content, or processing outside Customer's lawful instructions.

14.2 Procedure. Company must give prompt notice of a covered claim, reasonable cooperation at Customer's expense, and control of the defense to Customer using competent counsel. Delay excuses Customer only to the extent it materially prejudices the defense. Company may participate at its own expense. Customer may not settle by admitting Company wrongdoing, imposing non-monetary obligations on Company, or failing to release Company fully without Company's prior consent, not unreasonably withheld. If Customer fails to defend after reasonable notice, Company may defend and recover reasonable covered costs. This indemnity concerns third-party claims; direct payment disputes are governed by Section 4.

08 | LEGAL FRAMEWORK

Dispute resolution & general terms

15. Governing law and arbitration

15.1 Applicable law and discussion. New Jersey substantive law governs this Agreement, excluding its conflict-of-law rules, and the Federal Arbitration Act governs the arbitration provision to the extent applicable. Before arbitration, a party will send a written dispute notice describing the facts and requested relief, and the parties will attempt good-faith resolution for 30 days. This does not delay urgent interim relief, a statutory deadline, or a timely filing needed to preserve a claim. Any legally required mandatory protections remain effective.

15.2 Binding individual arbitration. Except for the limited court matters in Section 15.4, disputes between Company and Customer arising out of or relating to this Agreement, the Service, Output, payment, or termination will be determined by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. There will be one neutral arbitrator selected under those rules; if the parties cannot agree, AAA will appoint the arbitrator. The legal seat and hearing location are Newark, New Jersey, United States, unless the parties agree to remote or another hearing arrangement. Proceedings will be in English. The arbitrator must apply this Agreement and applicable law and issue a reasoned written award.

15.3 Express waiver and costs. BY ACCEPTING THIS AGREEMENT, BOTH PARTIES UNDERSTAND THAT COVERED DISPUTES WILL GENERALLY BE DECIDED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY AND THAT COURT REVIEW OF AN AWARD IS LIMITED. TO THE EXTENT LAWFUL, CLAIMS MUST PROCEED INDIVIDUALLY, WITHOUT CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED PROCEEDINGS, UNLESS BOTH PARTIES CONSENT AFTER THE DISPUTE ARISES. Each party ordinarily pays its own counsel, and administrative and arbitrator fees are allocated under applicable AAA rules, subject to any mandatory law or lawful fee award. Neither party must pay costs that would make this provision unenforceable. AAA rules are available at www.adr.org.

15.4 Court matters and enforceability. A court may decide whether an arbitration agreement was formed and whether this arbitration provision or class waiver is enforceable; other merits and scope issues may be decided by the arbitrator as law permits. Either party may seek temporary injunctive relief to protect confidential information, data, or intellectual property pending arbitration, bring an eligible individual small-claims matter, or seek to compel arbitration or confirm, enforce, or challenge an award on legally permitted grounds. Such steps do not waive arbitration. For court proceedings other than eligible small claims or enforcement elsewhere, the parties submit to competent New Jersey state courts located in Essex County and the U.S. District Court for the District of New Jersey. There is no automatic right to retry an arbitrated dispute in court.

15.5 Severability. If the class waiver is unenforceable for a particular claim or requested remedy, that claim or remedy will proceed in a competent court unless the parties agree otherwise; the arbitrator may not conduct a class proceeding without post-dispute consent. Other arbitrable claims remain subject to arbitration to the extent law permits. If arbitration is unenforceable in its entirety, Section 15.4 identifies the court forum. Nothing waives a non-waivable statutory right.

16. Notices and general provisions

16.1 Notices. Legal notices, breach notices, and non-payment notices must identify this Agreement and be sent to the Company notice address on page 1 and Customer notice addresses in its account records by email, tracked courier, or certified mail. Email notice is received when affirmatively acknowledged, or on the next business day after transmission if no delivery failure is received and a copy is also delivered through the account notification channel where available; otherwise use tracked delivery or obtain acknowledgment. Courier and mail notice is effective on recorded delivery. Ordinary operational notices may be delivered through the Service. Each party must keep its notice details current. Service of legal process follows applicable law.

16.2 Events outside control. Neither party is liable for delay caused by events beyond its reasonable control, excluding lack of funds, to the extent the event could not reasonably be prevented or mitigated. The affected party will notify the other and reasonably mitigate. Accrued payment duties remain due. If a material outage caused by such an event continues for 30 consecutive days, either party may terminate the affected subscription and Company will refund unused prepaid fees. This clause does not excuse safeguards or preparations required by this Agreement.

09 | ACCEPTANCE RECORDS AND SCHEDULE A

Electronic acceptance & plan schedule

16.3 Assignment and relationship. Customer may not assign this Agreement without Company's prior written consent, not unreasonably withheld. Either party may assign it with notice in connection with a merger, reorganization, or sale of substantially all relevant business assets if the assignee assumes the obligations, has reasonable ability to perform, and the transfer does not violate law. An assignment to a direct competitor of the other party requires consent. The parties are independent contractors; no partnership, agency, employment, or fiduciary relationship is created.

16.4 Entire agreement and changes. This Agreement and expressly incorporated Orders and signed addenda are the entire agreement on this subject and supersede prior proposals and discussions. Amendments require mutual written acceptance by authorized representatives, including an authenticated electronic record expressly identifying the change. Fee changes under Section 4.6 and non-material operational updates expressly allowed here do not require a separate signed amendment. A website update alone cannot retroactively change this accepted Agreement. No waiver arises from delay; invalid provisions are severed only to the extent lawful. No third party has enforcement rights except Company indemnitees expressly protected in Section 14.

16.5 Legal compliance and signatures. Each party will comply with laws applicable to its own performance, including applicable sanctions and export restrictions. Customer must not permit access prohibited by those laws. The parties may sign counterparts and use electronic signatures intended to authenticate acceptance. A retained electronic Order may evidence assent only if the agreement was presented and affirmatively accepted by an authorized representative; mere browsing does not establish acceptance. Company must preserve the accepted version and acceptance record. No employee becomes personally liable for Customer's fees solely by acting as its authorized signatory.

Electronic acceptance and purchase records

No handwritten signature block is required. The electronic acceptance process described on page 1 establishes Customer acceptance. Company must retain an accessible copy of the accepted Agreement, its version identifier, the accepting account and authorized representative, Customer and workspace identity, acceptance timestamp, the displayed acceptance language, and the affirmative action recorded. Relevant checkout and subscription records must show the accepted plan, price, billing interval, renewal disclosures, and payment authorization. Appropriate technical evidence may be retained consistent with privacy obligations.

Company will make the accepted Agreement and Order available for Customer to retain. An invitation, ordinary login, preselected checkbox, or passive website use alone does not establish acceptance of this business subscription agreement. An employee who lacks purchasing authority cannot create a paid Order solely by using an account. Subsequent material amendments require the acceptance process specified in Section 16.4.

Schedule A - Standard plan pricing and allowances

Plan	Monthly	Annual upfront	Questions / month	Members	Documents	Storage
Starter	$20	$204	500	25	25	1 GB
Business	$50	$504	2,000	100	100	2 GB
Enterprise	$100	$996	5,000	500	500	10 GB

USD; per workspace; taxes additional. Annual prices correspond to $17, $42, and $83 per month, respectively, but the full annual amount is charged upfront. The accepted Order controls an expressly negotiated price or allowance. Storage is measured using the Service's binary-based capacity counters (1 GB allowance = 1,073,741,824 bytes).

Member allowances apply to active workspace members as counted by the Service. Documents and storage remain subject to reservation and retention rules: archived or failed files may continue consuming storage until permanently deleted. Enterprise purchased question credits are optional and governed by Section 5.2. No automatic paid overages apply.

End of agreement. Contract pages 1-10, including Schedule A; accepted electronically as described on page 1.