Jubal Customer Terms of Service

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These Customer Terms of Service (the Terms) are an agreement between Jubal Inc, a Delaware corporation (Jubal, we, us, our), and the law firm or other organization on whose behalf they are accepted (the Customer, you).

PLEASE READ THESE TERMS CAREFULLY. THEY LIMIT JUBAL'S LIABILITY (SECTION 13), DISCLAIM WARRANTIES (SECTION 12), REQUIRE YOU TO REVIEW AND VERIFY EVERYTHING JUBAL PRODUCES BEFORE YOU RELY ON IT (SECTION 6), REQUIRE WRITTEN NOTICE AND MEDIATION BEFORE A LAWSUIT, REQUIRE DISPUTES TO BE BROUGHT IN THE STATE COURTS OF PALM BEACH COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AND WAIVE TRIAL BY JURY (SECTION 17).

1. Definitions

In these Terms:

1.1 Service means Jubal's software service for law firms, including the Jubal desktop application, the Jubal web application, the Jubal model gateway and related cloud services, skills, features, and documentation, as updated from time to time. It does not include the public website at jubal.law, which is governed by separate Website Terms.

1.2 Authorized User means an individual whom the Customer (or Jubal, at the Customer's request) has invited to or permitted to use the Service under the Customer's account — for example, the Customer's lawyers, paralegals, and staff — including users on free view-only seats.

1.3 Guest means an individual outside the Customer whom an Authorized User invites to a particular matter through a feature of the Service built for that purpose.

1.4 Customer Content means all data and content that the Customer, its Authorized Users, or its Guests upload to, enter into, or create with the Service — including documents, files, extracted text, matter and client information, prompts, chats, notes, tasks, calendar entries, memory, and Output.

1.5 Output means content the Service generates in response to use by the Customer or its Authorized Users — for example, answers, summaries, research, citations, tables, deadlines, drafts, letters, memos, and filings.

1.6 AI Features means the parts of the Service that use machine-learning models, including large language models, to generate Output or to extract, transcribe, classify, or summarize content.

1.7 Subprocessor means a third party that Jubal engages to process Customer Content or personal information to provide the Service. The current list is at jubal.law/legal/subprocessors (the Subprocessor List).

1.8 Plan means a paid subscription tier (currently Pro and Max) or a free view-only seat, as described at jubal.law/pricing and in the Service's Billing page.

1.9 Free Trial has the meaning in Section 4.

1.10 Acceptable Use Policy or AUP means the Jubal Acceptable Use Policy at jubal.law/legal/acceptable-use, which is part of these Terms.

1.11 Privacy Policy means the Jubal Privacy Policy at jubal.law/legal/privacy.

1.12 Order means the Plans, seats, usage purchases, and other items the Customer selects in the Service's Billing page, or in any written order form the parties sign.

2. Agreement, acceptance, and authority

2.1 How these Terms are accepted. These Terms are accepted electronically. When a person requests a Free Trial or signs up on the Customer's behalf, they will be shown these Terms, the AUP, and the Privacy Policy and asked to check a box confirming that they have read and agree to them, and then to click a button to continue. Checking that box and clicking that button is the Customer's agreement to these Terms. The Service cannot be used until that is done.

2.2 The first acceptance binds the Customer. The individual who first accepts these Terms on behalf of a firm or other organization binds that organization as the Customer. The individual represents and warrants that (a) they are at least 18 years old, (b) they have authority to bind the Customer, and (c) they are a lawyer admitted where the Customer practices, or are acting under the direction of such a lawyer. If the individual lacks that authority, they must not accept, and they personally agree to be bound to the extent permitted by law. A lack of authority does not relieve the Customer. The Customer is bound by an acceptance made through an account on its email domain, or by a person it has invited.

2.3 Confirmation by the Customer. Jubal may ask an owner or managing lawyer of the Customer to confirm the first acceptance, by the same checkbox-and-button method or in writing. A lack of confirmation does not undo Section 2.2. If the Customer disclaims the acceptance in writing, Jubal will delete the Customer Content already submitted from its active systems on the Customer's written request, subject to Section 10.6.

2.4 Authorized Users accept too. Each Authorized User must also accept these Terms, the AUP, and the Privacy Policy, by the same checkbox-and-button method, before using the Service — for example, when joining the Customer's firm. An Authorized User's acceptance confirms that they

will use the Service in accordance with these Terms. It does not make them a separate customer, and it does not replace the Customer's acceptance.

2.5 Our record of acceptance. We keep a record of each acceptance, including the individual, the Customer (where the individual is acting for one), the document, its version and a fingerprint of its text, the date and time, the platform (web or desktop), where in the Service it was accepted, and the IP address and browser or device information reported at the time. Each version of these Terms remains available at a permanent address so that each acceptance can be matched to the exact text accepted. The Customer agrees that this electronic record is evidence of acceptance. Jubal keeps acceptance records after an account is deleted, for the life of the Customer's account plus the applicable limitations period. They contain no Customer Content.

2.6 Electronic signatures and communications. The Customer agrees that its electronic acceptance is a signature, and that we may give notices and other communications electronically as described in Section 18.3.

3. The Service

3.1 Access. Subject to these Terms and payment of applicable fees, Jubal grants the Customer a non-exclusive, non-transferable, non-sublicensable right during the Term for its Authorized Users to access and use the Service for the Customer's internal business purposes — the practice of law by the Customer and its lawyers.

3.2 Desktop application. Jubal grants each Authorized User a limited, revocable, non-exclusive licence to install and use the Jubal desktop application on devices the Authorized User controls, solely to access the Service. The desktop application updates itself. The Customer agrees to allow updates, and Jubal may stop supporting older versions.

3.3 How the Service works. Documents the Customer uploads are stored in Jubal's cloud storage in the United States, and a working copy of each matter an Authorized User opens is kept on that user's computer so that Jubal's agent can work with it locally. The AI Features send the content needed for a request — which can include the text and images of the Customer's documents — through Jubal's model gateway to the model providers listed in the Subprocessor List. Documents are also processed by the OCR and transcription services listed there. If an Authorized User uses voice dictation, their audio is streamed directly from their computer to the speech-to-text provider listed in the Subprocessor List. Some features reach outside the Service to public sources — for example, legal research and citation-checking databases, business directories, or (where the Customer's administrator has turned it on) web search — and send them a short query rather than documents. A query can still contain names or other details the user typed or the agent drew from the matter.

3.4 Local copies are the Customer's responsibility. The copy of Customer Content kept on an Authorized User's computer is under the Customer's control. The Customer is responsible for securing its devices (for example, disk encryption, device passwords, and removing access when

a person leaves), and for any copies it exports or downloads from the Service.

3.5 Authorized Users. The Customer is responsible for: (a) who it makes an Authorized User and what seat and permissions it gives them; (b) the acts and omissions of its Authorized Users and Guests as if they were its own; (c) keeping sign-in credentials and devices secure and not sharing accounts; and (d) promptly removing access for anyone who should no longer have it. The Customer will notify Jubal promptly at security@jubal.law if it learns of any unauthorized use of its account.

3.6 Guests. If an Authorized User invites a Guest to a matter, the Customer is responsible for that decision and for what the Guest can see. Guests must accept these Terms, or terms Jubal presents to them, before access.

3.7 Changes to the Service. Jubal continually changes the Service. Jubal may add, change, or remove features, change which models or Subprocessors are used, and change usage allowances, provided that Jubal will not materially reduce the core functionality of a paid Plan during a billing period the Customer has already paid for, and will give notice of changes to Subprocessors as described in Section 9.5.

3.8 Availability. Jubal will use commercially reasonable efforts to make the Service available, but the Service may be unavailable because of maintenance, updates, failures of third-party providers (including model providers), or events beyond our control. Jubal does not offer a service-level agreement or uptime commitment under these Terms.

4. Free Trial

4.1 What the Free Trial is. Jubal may offer the Customer a free trial of the Service (a Free Trial). A Free Trial is requested from the Service, and each request is reviewed and approved or declined by a person at Jubal, in Jubal's discretion. Jubal may decline any request without giving a reason.

4.2 Trial terms. Unless Jubal tells the Customer otherwise in writing, a Free Trial:

- Lasts 10 days, on the Pro Plan.
- Starts the first time an Authorized User of the Customer signs in after the trial is approved (or, if a session was already open, when the Customer first creates a matter), not on the date of approval.
- Has no limit on the number of people or matters. It includes an amount of AI usage across the whole trial that is more than a full month of a Pro seat's AI allowance, shown in the Service as it is used. When that amount is reached, the Service will refuse the action that would exceed it.
- Requires no payment card.

- Is available once per firm. Jubal limits trials to one per work email domain and may refuse or end a trial it reasonably believes is a duplicate.

4.3 Buying during or after the trial. The Customer may buy a Plan at any time from the Service's Billing page. Buying a Plan ends the Free Trial and its limits, and the Customer's matters and work carry over.

4.4 When a trial ends without a purchase. If the Free Trial ends and the Customer has not bought a Plan, the Customer's account becomes read-only:

- Authorized Users can open and view existing matters and documents, download them (and export whole matters from the desktop application), and delete anything, including individual documents and matters.
- Authorized Users cannot create new matters, upload, edit, chat, use the AI Features, or invite people.
- Billing remains available so the Customer can buy a Plan, which lifts the read-only state.

Jubal will send reminders before the trial ends, currently 7, 3, and 1 days before. Customer Content in a read-only account is kept as described in Section 10.4. The Customer's owner may delete the firm, and any Authorized User may delete their own account, under Section 10.7.

4.5 Trial as-is; lower cap. A FREE TRIAL IS PROVIDED AS IS, WITHOUT ANY WARRANTY, AND JUBAL'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL IS LIMITED AS STATED IN SECTION 13.3. Jubal may modify, suspend, or end any Free Trial at any time. All other provisions of these Terms, including Sections 6, 7, 9, 12, 13, and 14, apply to a Free Trial.

5. Plans, fees, and billing

5.1 Plans and seats. Paid Plans are sold per seat, per month. Each person who runs Jubal's AI work is assigned a paid Plan. People who only review work may be given a free view-only seat, which cannot use the AI Features. Current prices and Plan features are shown at jubal.law/pricing. Each seat's allowance and usage are shown in the Service.

5.2 Usage allowances and top-ups. Each paid seat includes a monthly allowance of AI usage that renews each billing period and does not roll over. The Customer may buy additional usage (top-ups), which expires 12 months after purchase. Usage past a seat's allowance is paid from the usage the Customer has purchased. Automatic top-ups, which buy additional usage by charging the payment method on file when a seat's usage runs low, are on from the Customer's first paid subscription until the Customer turns them off. They are subject to a monthly ceiling per paid seat, which the Service states before the first charge and which the Customer's owner can change. Jubal sends an email each time an automatic top-up is charged. The Customer's owner may turn automatic top-ups off at any time in the Service's Billing page. With automatic top-ups off, or once the ceiling is reached, AI work on a seat stops when its usage runs out, until the

Customer adds usage or raises the ceiling. Usage is measured by the Service's usage records, and the Service shows each seat's usage as a percentage of its allowance. Jubal's usage records are final absent manifest error, subject to Section 5.8.

5.3 Billing. Fees are billed through our payment processor, Stripe, to the payment method the Customer provides. Subscriptions are billed monthly in advance, with invoices dated the 1st of each month. A subscription started mid-month is charged, when it starts, for the rest of that month in whole days: the number of days from the day it starts through the last day of the month, divided by the days in the month, with the day it starts counted in full. Days are counted in United States Eastern time. A seat added, or a seat moved to a higher Plan, mid-month is charged to the payment method on file at that time on the same whole-day basis, less a credit for the same days already paid for on the seat's previous Plan, and the new seat or Plan starts when that payment succeeds. If the payment does not succeed, the seat or Plan does not change. Downgrades and seat removals take effect at the start of the next billing period. Usage recorded after a seat's usage has run out and before a top-up completes is billed on the Customer's next invoice.

5.4 Automatic renewal. SUBSCRIPTIONS RENEW AUTOMATICALLY EACH MONTH, AND THE CUSTOMER AUTHORIZES JUBAL (THROUGH STRIPE) TO CHARGE ITS PAYMENT METHOD FOR EACH RENEWAL, FOR SEATS ADDED AND SEATS MOVED TO A HIGHER PLAN, FOR USAGE BILLED UNDER SECTION 5.3, AND FOR AUTOMATIC TOP-UPS, WHICH ARE ON FROM THE CUSTOMER'S FIRST PAID SUBSCRIPTION UNTIL THE CUSTOMER TURNS THEM OFF, UNTIL THE CUSTOMER CANCELS. There is no annual commitment.

5.5 Cancellation. The Customer may cancel at any time from the Billing page or by writing to hello@jubal.law. Cancellation takes effect at the end of the current billing period. The Customer keeps access until then. Deleting the firm under Section 10.7 is different: it ends the subscription and all access at once.

5.6 Refunds. Except where required by law, or where Jubal agrees otherwise in writing, fees are non-refundable, and Jubal does not give refunds or credits for partial billing periods, unused seats, unused allowances, or unused top-ups, including where the Customer deletes its firm before a billing period ends. Two exceptions: if Jubal terminates for convenience under Section 15.4, or if the Customer cancels because it objects to a new Subprocessor under Section 9.5, Jubal will refund prepaid fees for the unused part of the billing period.

5.7 Late or failed payment. If a payment fails, Jubal may retry the charge and notify the Customer. If an amount remains unpaid 14 days after notice, Jubal may suspend the AI Features or the Customer's account until it is paid. Suspension for non-payment does not delete Customer Content.

5.8 Billing disputes. The Customer must raise any billing dispute in writing within 60 days of the invoice date, or the invoice is final. The parties will work in good faith to resolve a dispute. The Customer must pay undisputed amounts when due.

5.9 Price changes. Jubal may change prices on at least 30 days' notice. A price change takes effect at the start of the next billing period after the notice period. If the Customer does not agree, it may cancel before the change takes effect.

5.10 Taxes. Fees do not include taxes. The Customer is responsible for all sales, use, value-added, and similar taxes on its purchases, other than taxes on Jubal's net income. Where Jubal is required to collect tax, it will be shown on the invoice.

5.11 Costs you pass on to clients. The Service may show usage or cost by matter to help the Customer bill its own clients. Whether and how the Customer charges its clients for use of the Service is the Customer's decision and responsibility under its rules of professional conduct.

6. Professional responsibility, no legal advice, and AI Output

6.1 Jubal is a tool, not a law firm. JUBAL IS A SOFTWARE PROVIDER. JUBAL IS NOT A LAW FIRM, DOES NOT PRACTICE LAW, DOES NOT PROVIDE LEGAL ADVICE OR LEGAL SERVICES, AND DOES NOT ENTER INTO AN ATTORNEY-CLIENT RELATIONSHIP WITH THE CUSTOMER, ITS AUTHORIZED USERS, OR THE CUSTOMER'S CLIENTS. Nothing in the Service, its Output, or any communication from Jubal is legal advice. Output is not a legal opinion and is not a substitute for the independent professional judgment of the Customer's lawyers. Jubal's staff do not act as lawyers for the Customer or its clients, even if a member of Jubal's staff is a lawyer.

6.2 Output can be wrong. The AI Features are probabilistic. OUTPUT MAY BE INACCURATE, INCOMPLETE, MISLEADING, OUT OF DATE, OR INAPPROPRIATE FOR THE CUSTOMER'S PURPOSE — INCLUDING CITATIONS AND QUOTATIONS (WHICH MAY BE WRONG, MISQUOTED, OVERRULED, OR NONEXISTENT), STATEMENTS OF LAW, DEADLINES AND DATE CALCULATIONS, SUMMARIES OF DOCUMENTS, TRANSCRIPTIONS AND EXTRACTED TEXT, AND FACTS ABOUT PARTIES. Features that check citations or flag problems reduce, but do not eliminate, these risks. A citation the Service marks as verified can still be wrong or fail to support the point for which it is cited. Output may be similar to output generated for others.

6.3 The Customer must review and verify everything. The Customer agrees that its lawyers will independently review and verify every Output — including every citation, quotation, legal proposition, deadline, and factual statement — before relying on it, filing it with any court or

agency, sending it to a client or any other person, or acting on it. The Customer and its lawyers, not Jubal, are solely responsible for the legal work product they produce, sign, file, or send, whether or not the Service was used to prepare it.

6.4 Deadlines and calendaring. Any deadline, date, reminder, or calendar entry that the Service calculates, suggests, or extracts is a convenience only. The Customer is solely responsible for determining, calendaring, and meeting every deadline, and must not rely on the Service as its docketing or calendaring system of record.

6.5 Professional obligations remain the Customer's. The Customer is solely responsible for complying with the laws and rules of professional conduct that apply to it and its lawyers, including, where applicable, the Rules Regulating The Florida Bar and those of any other jurisdiction in which it practices. Without limiting that, the Customer is responsible for:

- Competence — understanding the benefits and risks of the Service well enough to use it competently.
- Confidentiality — deciding what client information to put into the Service, making reasonable efforts to prevent unauthorized disclosure, and obtaining any client consent the Customer determines is required before using the Service with a client's confidential information. A disclosure in these Terms of a Subprocessor does not make that determination for the Customer.
- Supervision — supervising its lawyers and non-lawyer staff in their use of the Service, and supervising the Service's work as it would the work of a non-lawyer assistant.
- Conflicts of interest, including any conflict checks. The Service's conflict or party-matching features are aids, not a substitute for the Customer's own conflict procedures.
- Communications with clients, including any disclosure to clients about the Customer's use of AI tools.
- Fees — ensuring that what it charges clients in connection with its use of the Service is reasonable and properly communicated.
- Candor and truthfulness to tribunals and others in anything it files or sends.

6.6 Not a substitute for judgment. The Service does not exercise independent professional judgment. Decisions about strategy, advice, what to file, and how to represent a client belong to the Customer's lawyers.

6.7 No reliance by clients or third parties. The Service and its Output are provided for the Customer's use only. The Customer's clients and other third parties are not intended beneficiaries of these Terms and may not rely on the Service or Output as against Jubal.

6.8 Third-party sources. The Service may retrieve or show content from third-party sources (for example, public legal databases, statutes and regulations, business directories, and web pages). Jubal does not control and is not responsible for that content, which may be incomplete, out of

date, or wrong. Web pages are untrusted content and may contain misleading or malicious instructions. The Service isolates them, but the Customer must evaluate them.

7. Customer responsibilities and acceptable use

7.1 Acceptable use. The Customer and its Authorized Users and Guests must comply with the AUP, which is part of these Terms.

7.2 Lawful content. The Customer represents and warrants that it has all rights, consents, and authority necessary to upload Customer Content to the Service and to permit Jubal and its Subprocessors to process it as described in these Terms and the Privacy Policy — including under any protective order, confidentiality agreement, applicable rule, or client instruction — and that doing so does not violate any law or anyone's rights.

7.3 Personal information in Customer Content. Customer Content will often contain personal information about the Customer's clients, opposing parties, witnesses, and others. As between the parties, the Customer is responsible for having a lawful basis for that processing and for any notices or consents required. Jubal processes that information on the Customer's behalf and on its instructions, as described in Section 9.

7.4 Medical records and protected health information. The Customer may upload medical records and other health information that the Customer or its client lawfully holds for a representation, and that the Customer has the right to process with the Service and its Subprocessors. The Customer must not upload protected health information in the capacity of a HIPAA covered entity or business associate unless and until Jubal and the Customer have signed a business associate agreement covering that use. Jubal will enter into a business associate agreement with a Customer that asks for one, by writing to legal@jubal.law; it is signed by both parties and is not accepted by a click. Jubal has business associate agreements with Amazon Web Services (storage, the model gateway, and the AI models served there), Convex (the application database), and Deepgram (voice dictation). X.AI LLC is not covered by one, so a matter that contains protected health information must be marked as described below.

The Service allows a matter to be marked as containing protected health information. The Customer is responsible for marking matters accurately. A matter that is not marked is treated as not containing protected health information, except that a personal-injury matter is treated as containing it unless the Customer states that it does not. AI requests for a matter treated as not containing protected health information may be routed to the model provider identified in the Subprocessor List as not covered by a business associate agreement (currently X.AI LLC). Marking a matter prevents that routing. It does not change voice dictation or external lookups, and it does not by itself make the Service suitable for protected health information.

The Customer must not upload psychotherapy notes, or substance-use disorder treatment records it is not authorized to redisclose, without Jubal's prior written agreement. Jubal may decline that agreement.

7.5 Export controls and sanctions. The Customer will comply with applicable export-control and sanctions laws, and will not use or permit use of the Service from a country, or by a person, subject to comprehensive U.S. sanctions.

8. Confidentiality

8.1 Definition. Confidential Information means non-public information that one party (the Discloser) gives the other (the Recipient) in connection with these Terms that is marked confidential or that a reasonable person would understand to be confidential. Customer Content is the Customer's Confidential Information. Non-public information about the Service, its pricing terms negotiated with the Customer, prompts, skills, and security is Jubal's Confidential Information.

8.2 Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes public through no fault of the Recipient; (b) it knew before receiving it without a duty of confidentiality; (c) it received from a third party without a duty of confidentiality; or (d) it developed independently without using the Discloser's Confidential Information.

8.3 Obligations. The Recipient will use the Discloser's Confidential Information only to perform or exercise its rights under these Terms, will not disclose it except to its and its affiliates' employees, contractors, and (in Jubal's case) Subprocessors who need to know it for that purpose and are bound by confidentiality obligations at least as protective, and will protect it with at least reasonable care.

8.4 Legal process. If the Recipient is required by law, subpoena, or order to disclose the Discloser's Confidential Information, it will (where legally permitted) give the Discloser prompt notice and reasonable cooperation so the Discloser can seek a protective order, and will disclose only what is legally required. If Jubal receives legal process seeking Customer Content, Jubal will, where legally permitted, promptly notify the Customer so that the Customer can assert any privilege or objection, and will direct the requesting party to the Customer where practicable.

9. Customer Content and data protection

9.1 The Customer owns its content. As between the parties, the Customer owns all Customer Content, including Output. Jubal claims no ownership of Customer Content.

9.2 Licence to Jubal. The Customer grants Jubal a worldwide, non-exclusive, royalty-free licence, for the Term and for the period after it described in Section 10, to host, copy, store, transmit, process, display, and create derivative works of Customer Content (for example, extracted text, summaries, and indexes) solely to provide, secure, support, and maintain the Service for the Customer, to prevent or address abuse, security, or technical problems, and as required by law.

9.3 No training on Customer Content. Jubal does not use Customer Content to train, fine-tune, or improve any artificial-intelligence model. Jubal configures its model providers not to use Customer Content to train their models. Written no-training terms are on file for some providers and not for others. The Subprocessor List states, for each provider, whether written no-training terms are on file. Until they are, Jubal will not state that a provider's agreement prohibits training. Jubal may use aggregated, de-identified information about use of the Service that does not include Customer Content and does not identify the Customer, any Authorized User, or any client (for example, counts of requests, latency and error rates, and usage and cost totals) to operate, secure, and improve the Service.

9.4 Our access to Customer Content. Jubal personnel do not access Customer Content except (a) to provide support the Customer has requested through the Service's support-access feature — which the Customer's owner or an administrator must request, which the Customer's administrators are notified of, and which either party may revoke at any time; (b) where the Customer has asked Jubal to set up or administer its firm on its behalf; (c) to review feedback that an Authorized User has chosen to send with matter content attached; (d) to investigate or fix a security incident, abuse, or a technical problem affecting the Service; or (e) as required by law. Access is limited to what the purpose reasonably requires. An activated support grant runs until it is revoked, unless the Customer sets an earlier expiry. Read-only viewing under a grant is not separately audited. Jubal does not promise that every access is logged.

9.5 Subprocessors. The Customer authorizes Jubal to use the Subprocessors on the Subprocessor List, which states what each receives and why. The list names X.AI LLC (xAI) as a model provider. xAI receives prompts and the document text a request needs, for matters the Customer has not marked as containing protected health information. Whether xAI is in use for a given matter depends on a deployment-wide setting controlled by Jubal, not on a per-firm consent. Marking a matter as containing protected health information excludes it from xAI. An unmarked matter is treated as not containing protected health information, except a personal-injury matter (Section 7.4).

Jubal will require each Subprocessor that processes Customer Content to protect it under written terms, and Jubal is responsible for its Subprocessors' performance of those obligations. Before a new Subprocessor begins processing the Customer's Customer Content, Jubal will email the Customer's owner and billing owner and update the Subprocessor List. Jubal will not start that processing until 30 days after the email, unless a shorter period is required by law or to address a security incident. If the Customer reasonably objects on data-protection grounds within those 30 days, the parties will discuss in good faith. If they cannot resolve the objection, the Customer may cancel the affected Plan and receive a refund of prepaid fees for the unused part of the billing period.

Naming a Subprocessor in these Terms or in the Subprocessor List tells the Customer who receives Customer Content. It does not determine, for the Customer, whether a client's informed consent is required before that content is processed. That determination is the Customer's under

Section 6.5.

9.6 Security. Jubal will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Content, appropriate to its nature. As of the date of these Terms, these include: encryption of stored documents with AWS Key Management Service keys and encryption in transit; access scoped to the Customer's firm and to each matter and enforced on Jubal's servers; short-lived links for uploads and downloads; audit logging of privilege-relevant actions; sign-in through an identity provider with time-limited sessions; and a sandbox that prevents the desktop agent's command shell from reaching the network. Jubal may change its safeguards but will not materially reduce the overall protection of Customer Content. No system is perfectly secure, and Jubal does not guarantee that unauthorized access will never occur.

9.7 Security incidents. If Jubal becomes aware of unauthorized access to, or acquisition, disclosure, or loss of, Customer Content in Jubal's or its Subprocessors' systems (a Security Incident), Jubal will notify the Customer without undue delay, and in any event within 10 days after determining that a breach of security has occurred, with the information reasonably available to Jubal about the incident, and will take reasonable steps to contain and remediate it. Because the Customer decides what personal information to put in the Service and knows whose it is, the Customer is responsible for any notifications to its clients, affected individuals, and regulators that the law requires of it, and Jubal will provide reasonable assistance. A notification by Jubal is not an admission of fault.

9.8 Privilege. The Customer decides what to upload to the Service and what to share with whom. Jubal does not make, and nothing in these Terms is, any representation that using the Service, or using any particular feature of it (including web search, external lookups, guest access, or sharing), will preserve — or will waive — attorney-client privilege, work-product protection, or any other privilege or protection. Those are questions of law for the Customer. Jubal treats Customer Content as the Customer's Confidential Information and processes it only as described in these Terms.

9.9 Customer's security responsibilities. The Customer is responsible for the security of its own devices, networks, accounts, and exported copies of Customer Content, and for the configuration choices it makes in the Service (for example, who is invited to a matter, guest access, sharing links, and upload links sent to third parties).

9.10 Data location. Jubal stores Customer Content in the United States. Where a Subprocessor's processing location has been verified, the Subprocessor List states it.

9.11 Data protection terms. If the Customer requires a data processing addendum, Jubal will make one available on request, and it will form part of these Terms.

10. Export, retention, and deletion

10.1 Export during the Term. During the Term the Customer may download individual documents (and their versions) from the Service at any time, and may export a whole matter, with its folders, as a single archive from the Jubal desktop application. Chat transcripts can be exported by users with edit access to the matter. The Customer is responsible for keeping its own copies of anything it needs to retain, including to meet its record-retention obligations to its clients. The Service is not a records-retention or archival system.

10.2 Deletion by the Customer during the Term. The Customer's permitted users may delete documents and matters at any time. A deleted matter can be restored for 30 days, after which it is permanently deleted (purged). The firm's owner may also purge a matter immediately. Purging a matter permanently deletes its document files (every stored version) from Jubal's storage and its extracted text, chats, memory, and related records from Jubal's active database, subject to Sections 10.3 and 10.6. Purged content cannot be recovered by Jubal from its active systems.

10.3 Copies on Authorized Users' computers. When a matter is deleted or purged, or a user loses access to it, the Jubal desktop application removes its working copy from that user's computer the next time the application signs in or runs its periodic clean-up (at least once every 24 hours while it is running). Signing out does not remove working copies, and a computer on which the application is not run again will keep them. Copies the Customer has downloaded or exported, and working copies on computers the Customer no longer controls, are the Customer's responsibility.

10.4 After a Free Trial ends without purchase. The Customer's account remains read-only as described in Section 4.4. The Service does not delete trial content on a timer. Jubal will not delete Customer Content from a read-only trial account until it has emailed the Customer's owner, stated a deletion date at least 30 days after that email, and the date has passed. Jubal will not send that email before 90 days after the trial ends. Until then, the content stays, and the Customer may still ask Jubal to delete it under Section 10.7.

10.5 After termination. The Service does not end access, or delete content, on a timer when these Terms end. For at least 30 days after termination (the Export Period), the Customer may access the Service in read-only mode to download and export its Customer Content, unless the Customer has asked Jubal to delete it sooner. Jubal will not remove that access, and will not delete Customer Content from its active systems, until it has emailed the Customer's owner, stated a deletion date at least 30 days after the end of the Export Period, and the date has passed, unless the law requires Jubal to keep the content. On the Customer's written request, Jubal will delete Customer Content from its active systems sooner.

10.6 What remains after deletion. Deleted Customer Content may remain in Jubal's encrypted, access-restricted database backups until those backups expire under Jubal's backup schedule (currently up to 35 days for daily backups and up to 12 months for monthly backups). Jubal does

not use or restore backups except for disaster recovery, and if a backup is restored Jubal will re-apply deletions. Document files themselves are deleted from storage when purged and are not kept in these database backups. Jubal also keeps, after deletion, records needed for billing, security, legal, and audit purposes — including audit-log entries (which may include document file names and party names), usage and billing records, and records of acceptance of these Terms — for as long as reasonably needed for those purposes, and in any event not longer than 7 years unless a longer period is required by law.

Deletion from active systems is the commitment. Deletion from backups follows the backup cycle and is not immediate. Jubal does not remove a single Customer's content from a backup before that backup expires. On the Customer's written request, Jubal will confirm in writing what was deleted from its active systems, and what remains in backups and until when.

10.7 Account and firm deletion. The Customer's owner may permanently delete the Customer's firm, and any Authorized User may permanently delete their own account, in the Service (Settings, Security, Delete, or jubal.law/account), without asking Jubal. Each requires typing the name to confirm and a sign-in made within the previous few minutes. Deleting the firm cancels any paid subscription at once, charges any usage not yet billed on a final invoice, gives no refund for the rest of the billing period (Section 5.6), and permanently deletes all of the Customer's matters and Customer Content as described in Sections 10.2 and 10.6, the team's access, and the account of any Authorized User who belongs to no other firm and has no access to another firm's matters. The owner's own account remains until the owner deletes it. An owner must delete the firm, or transfer ownership, before deleting their own account. Deleting an account removes the user record, sign-in, memberships, memory, and personal chats; work done on a firm's matters stays with that firm. A deletion cannot be undone. When a firm administrator removes a member, that member's personal workspace data is deleted 30 days later.

11. Intellectual property; Output; feedback; publicity

11.1 Jubal's property. Jubal and its licensors own the Service and all intellectual property in it, including software, models Jubal develops, prompts, skills, templates, designs, documentation, and all improvements to them (but not Customer Content). Except for the rights expressly granted in these Terms, no rights are granted to the Customer.

11.2 Output. As between the parties, and to the extent Jubal has any rights in it, Jubal assigns to the Customer all right, title, and interest in Output generated for the Customer. The Customer acknowledges that Output may not be protectable by copyright, that similar Output may be generated for others, and that Jubal's templates, skills, and formatting incorporated in Output remain Jubal's, with a perpetual licence to the Customer to use them as part of that Output.

11.3 Feedback. If the Customer or its Authorized Users give Jubal suggestions, comments, ratings, or other feedback about the Service (Feedback), Jubal may use it for any purpose without obligation. Feedback does not include Customer Content. If an Authorized User chooses

to attach matter content to Feedback (for example, a conversation or a screenshot), Jubal will treat that content as Customer Content and use it only to investigate and improve the Service for the Customer, and not to train AI models.

11.4 Publicity. Jubal will not use the Customer's name, logo, or trademarks, or identify the Customer as a customer, in marketing or publicity without the Customer's prior written consent (email is enough), which the Customer may withdraw for future use at any time.

12. Warranties and disclaimers

12.1 Mutual. Each party represents that it has the power and authority to enter into these Terms.

12.2 Limited Jubal warranty. For paid Plans, Jubal warrants that it will not materially decrease the overall security of the Service during the current billing period. The Customer's exclusive remedy for breach of this warranty is to terminate the affected Plan and receive a refund of prepaid fees for the unused portion of the billing period.

12.3 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN SECTION 12.2, THE SERVICE, ALL OUTPUT, AND ALL THIRD-PARTY CONTENT ARE PROVIDED AS IS AND AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUBAL AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, JUBAL DOES NOT WARRANT THAT (A) THE SERVICE OR ANY OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE, OR THAT ANY CITATION, QUOTATION, DEADLINE, OR STATEMENT OF LAW OR FACT IN ANY OUTPUT IS CORRECT; (B) THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS OR ANY PROFESSIONAL STANDARD; (C) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DATA WILL NOT BE LOST; OR (D) ANY ERRORS WILL BE CORRECTED.

12.4 AI Features. THE CUSTOMER ACKNOWLEDGES THAT AI FEATURES CAN PRODUCE INCORRECT OUTPUT THAT APPEARS CORRECT, AND THAT IT HAS NOT RELIED ON ANY STATEMENT BY JUBAL ABOUT THE ACCURACY OF THE SERVICE THAT IS NOT IN THESE TERMS.

12.5 Professional responsibility is not disclaimed away from the Customer. Nothing in this Section 12 disclaims the Customer's responsibility, under Section 6, for its practice of law, for reviewing Output before relying on it, and for the work product its lawyers sign, file, or send. The Customer, not Jubal, practices law.

13. Limitation of liability

13.1 EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JUBAL OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, FEES, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE SERVICES, OR ANY DAMAGES ARISING FROM A MISSED DEADLINE, AN ADVERSE RULING, JUDGMENT, SANCTION, OR OUTCOME IN ANY MATTER, A CLAIM OF PROFESSIONAL NEGLIGENCE OR MALPRACTICE AGAINST THE CUSTOMER OR ITS LAWYERS, OR A DISCIPLINARY PROCEEDING, IN EACH CASE ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR ANY OUTPUT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF JUBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 CAP ON LIABILITY — PAID PLANS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUBAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, AND ALL OUTPUT, FOR ALL CLAIMS TOGETHER, WILL NOT EXCEED THE TOTAL FEES THE CUSTOMER ACTUALLY PAID TO JUBAL UNDER THESE TERMS IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE FIRST CLAIM.

13.3 CAP ON LIABILITY — FREE TRIALS AND FREE USE. IF THE CUSTOMER HAS NOT PAID ANY FEES TO JUBAL (FOR EXAMPLE, DURING A FREE TRIAL OR ON FREE VIEW-ONLY SEATS ONLY), JUBAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, AND ALL OUTPUT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100).

13.4 SUPER-CAP — CONFIDENTIALITY AND SECURITY OF CUSTOMER CONTENT. FOR A CLAIM ARISING OUT OF JUBAL'S BREACH OF SECTION 8 OR SECTION 9 AS TO CUSTOMER CONTENT, THE CAP IN SECTION 13.2 OR 13.3 IS REPLACED BY THE GREATER OF (A) TWENTY-FIVE THOUSAND U.S. DOLLARS (US $25,000) OR (B) THE FEES THE CUSTOMER ACTUALLY PAID TO JUBAL FOR THE AFFECTED SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM. AN OUTAGE, A DELAY, OR A FAILURE OF AVAILABILITY THAT DOES NOT DISCLOSE CUSTOMER CONTENT STAYS ON THE CAP IN SECTION 13.2 OR 13.3.

13.5 Why these limits exist. The Customer acknowledges that Jubal's fees reflect the allocation of risk in these Terms — including that the Customer's lawyers, not Jubal, review and are responsible for all legal work — and that Jubal would not provide the Service without these limitations. The limitations in this Section apply even if a limited remedy fails of its essential purpose.

13.6 Exceptions. The limits in Sections 13.1 through 13.4 do not apply to (a) the Customer's obligation to pay fees; (b) a party's indemnity obligations under Section 14, except that Jubal's indemnity under Section 14.2 is capped at the super-cap in Section 13.4; (c) a party's liability for its fraud or wilful misconduct; or (d) any liability that cannot be limited or excluded under applicable law. Gross negligence is not a separate exception. It is judged under the cap, the super-cap, and clause (c).

13.7 No shortened claim period. Nothing in these Terms shortens the time in which a party may bring an action below the applicable statute of limitations.

14. Indemnification

14.1 By the Customer. The Customer will defend Jubal and its affiliates, officers, directors, employees, and agents (the Jubal Parties) against any claim, demand, suit, or proceeding brought by a third party (including a client of the Customer, an opposing party, a tribunal, a bar authority, or a government agency), and will indemnify the Jubal Parties from all resulting damages, fines, penalties, settlements, costs, and reasonable attorneys' fees, to the extent arising out of or relating to:

- Customer Content, including any claim that Customer Content, or Jubal's processing of it in accordance with these Terms, infringes, misappropriates, or violates any person's rights or any law, protective order, or confidentiality obligation.
- The Customer's or its Authorized Users' or Guests' use of the Service or any Output, including any legal advice or services the Customer provides, any document it files or sends, and any representation in which it uses the Service.
- Any claim by a client of the Customer, or by anyone else, relating to the Customer's legal services, including claims of professional negligence or malpractice.
- The Customer's or its Authorized Users' or Guests' breach of these Terms or the AUP, or violation of law or of any rule of professional conduct.
- The Customer's uploading of protected health information or other regulated data in breach of Section 7.4.

This indemnity does not apply to the extent the claim is caused by Jubal's breach of these Terms, Jubal's negligence, or Jubal's wilful misconduct. The allocation is express. A claim caused in part by Jubal is allocated between the parties in proportion to fault.

14.2 By Jubal. Jubal will defend the Customer against any third-party claim alleging that the Service, as provided by Jubal and used in accordance with these Terms, infringes a United States patent, copyright, or trademark or misappropriates a trade secret, and will indemnify the Customer from resulting damages and costs finally awarded or agreed in settlement by Jubal. This does not apply to claims arising from Customer Content, Output, third-party content, combinations with items Jubal did not supply, modifications not made by Jubal, or use in breach of these Terms. If the Service is or may be subject to such a claim, Jubal may modify it to be non-infringing, obtain a licence, or terminate the affected Plan and refund prepaid fees for the unused period. Jubal's liability under this Section 14.2 is capped at the super-cap in Section 13.4, except for fraud or wilful misconduct. This Section states Jubal's entire liability, and the Customer's exclusive remedy, for infringement claims.

14.3 Procedure. The indemnified party will give prompt written notice of the claim (a delay relieves the indemnifying party only to the extent it is prejudiced), give the indemnifying party sole control of the defence and settlement (but no settlement that imposes liability or an admission on the indemnified party without its consent, not to be unreasonably withheld), and provide reasonable cooperation at the indemnifying party's expense. The indemnified party may participate with its own counsel at its own expense. Defence costs are paid as incurred. If the indemnified party is finally determined to have been at fault for the portion indemnified, it will refund the defence costs allocable to that portion.

15. Suspension, term, and termination

15.1 Term. These Terms start when first accepted and continue until terminated (the Term). Paid subscriptions renew monthly as described in Section 5.4.

15.2 Suspension. Jubal may suspend all or part of the Service (for example, the AI Features, an Authorized User, a Guest, or the whole account) immediately if Jubal reasonably believes that (a) there is a violation of the AUP or Section 7, (b) the Customer's use poses a security risk to the Service or to others, or could subject Jubal to liability, (c) an account has been compromised, (d) payment is overdue as described in Section 5.7, or (e) suspension is required by law. Jubal will limit a suspension to what is reasonably necessary, will notify the Customer (in advance where practicable), and will restore access once the problem is resolved. Suspension does not delete Customer Content.

15.3 Termination by the Customer. The Customer may terminate these Terms at any time by cancelling all paid Plans and deleting its firm, or by written notice to Jubal. Termination takes effect at the end of the current paid billing period, or at once if the Customer deletes its firm under Section 10.7.

15.4 Termination by Jubal. Jubal may terminate these Terms (a) on 30 days' written notice for any reason (in which case Jubal will refund prepaid fees for any unused period); (b) immediately on written notice if the Customer materially breaches these Terms (including the AUP) and, if

the breach can be cured, fails to cure it within 10 days after notice; or (c) immediately if the Customer becomes insolvent or the subject of bankruptcy proceedings, or if continuing would violate law.

15.5 Effect of termination. On termination, the Customer's right to use the Service ends, except for export during the Export Period (Section 10.5). The Customer must pay all fees accrued through termination. Sections 1, 5 (as to amounts owed), 6, 8, 9.1, 9.8, 10, 11, 12, 13, 14, 15.5, 17, and 18 survive. Sections 9.2 through 9.7 survive for as long as Jubal holds Customer Content.

16. Changes to these Terms

16.1 Material changes: re-acceptance. A change to these Terms, the AUP, or the Privacy Policy is material if it reduces the Customer's rights, increases its obligations, or changes how Customer Content is used or shared. Jubal will say in its notice whether a change is material. Jubal will email the Customer's owner and billing owner at least 30 days before a material change takes effect, except where a shorter period is required by law or to address a security or legal issue, and will ask the Customer to accept the new version before continuing. The binding act for the Customer is the owner's acceptance, by the checkbox-and-button method or in writing. If the Customer does not agree, it may stop using the Service and cancel before the change takes effect. A material change does not apply to a billing period the Customer has already paid for.

16.2 Non-material changes. Any other change is non-material: for example a correction, a clarification, a change of contact details, or a description of a new feature that does not change how existing Customer Content is used. A non-material change takes effect when the new version is published, with notice in the Service. The Service may still ask each user to accept the new version when they next sign in; that does not make the change material.

16.3 Every version is kept. Every version of these Terms, the AUP, and the Privacy Policy remains available at a permanent address, and Jubal's acceptance records identify which version each person accepted.

16.4 Order of precedence. If there is a conflict, a signed written agreement between the parties that expressly overrides these Terms controls, then these Terms, then the AUP, then any other Jubal policy or documentation.

17. Governing law, steps before a lawsuit, venue, and jury waiver

17.1 Governing law. These Terms, and any dispute arising out of or relating to them or the Service, are governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

17.2 Steps before a lawsuit. Before either party files an action arising out of or relating to these Terms or the Service, the parties will follow these steps.

(a) Notice and discussion. The party with the dispute will send the other a written notice describing it and the relief sought. Within 15 days after the notice, a person with authority to settle for each party will meet, in person or by video, and try in good faith to resolve it.

(b) Mediation. If the dispute is not resolved within 30 days after the notice, either party may require mediation by written demand. The mediation will be held in Palm Beach County, Florida, or by video if both parties agree, before a single mediator certified by the Florida Supreme Court as a circuit civil mediator. If the parties cannot agree on a mediator within 10 days after the demand, each will name one and those two will choose the mediator. The parties will share the mediator's fee equally and each will bear its own other costs. Mediation communications are confidential and may not be used in any later proceeding, as Florida law provides.

(c) When a party may file. A party may file an action only after the mediation has ended without a settlement, or 60 days after the mediation demand if no mediation has taken place through no fault of that party.

(d) Exceptions. Either party may, without following these steps, seek injunctive or other urgent relief to protect its intellectual property, Confidential Information, or Customer Content; and Jubal may collect undisputed fees. Any limitations period is tolled from the date of the notice until 30 days after the mediation ends or the 60 days in paragraph (c) expire.

17.3 Exclusive venue. Any action or proceeding arising out of or relating to these Terms or the Service must be brought exclusively in the state courts located in Palm Beach County, Florida, or in the United States District Court for the Southern District of Florida, and each party irrevocably consents to the personal jurisdiction and venue of those courts and waives any objection that they are an inconvenient forum. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information. There is no agreement to arbitrate.

17.4 JURY TRIAL WAIVER. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE. THIS WAIVER IS IRREVOCABLE. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY TO ENTER INTO THESE TERMS, AND THAT IT HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL ABOUT THIS WAIVER BEFORE ACCEPTING. THIS WAIVER IS MUTUAL.

17.5 Class proceedings. A waiver of class, consolidated, or representative proceedings is not included. If the parties later agree to one, it will be in a signed writing.

17.6 Attorneys' fees. In any action arising out of or relating to these Terms, the prevailing party is entitled to recover its reasonable attorneys' fees and costs. The right is mutual.

18. General

18.1 Relationship. The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship, or any attorney-client relationship.

18.2 Assignment. The Customer may not assign or transfer these Terms without Jubal's prior written consent, except to a successor to all or substantially all of its practice or assets (for example, in a firm merger) on written notice to Jubal. Jubal may assign these Terms without consent to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of its assets or of the business to which these Terms relate. Any other purported assignment is void.

18.3 Notices. Jubal may give notices to the Customer by email to the Customer's owner and billing owner as recorded in the Service, or by notice in the Service. Notices to Jubal must be sent to legal@jubal.law with a copy to Jubal Inc, c/o Ken Ronan, 750 S Dixie Hwy, Boca Raton, FL 33432. Email notices are effective when sent unless the sender receives a delivery-failure message.

18.4 Force majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, acts of government, war, terrorism, labour disputes, failures of the internet, utilities, or hosting, cloud or model-provider outages, and cyber-attacks not caused by that party's failure to maintain reasonable safeguards.

18.5 Export control. The Service may be subject to U.S. export-control and sanctions laws. Each party will comply with those laws in connection with these Terms.

18.6 U.S. Government users. The Service is commercial computer software and is provided to government users only with the rights set out in these Terms.

18.7 Entire agreement; the prior acknowledgment. These Terms (including the AUP, the Privacy Policy as it describes Jubal's handling of Customer Content, the Subprocessor List, and any Orders) are the entire agreement between the parties about their subject matter and supersede all prior and contemporaneous agreements, proposals, and representations on that subject, including the data-posture acknowledgment previously presented in the Service's onboarding.

Supersession of that acknowledgment is effective only on the Customer's affirmative acceptance of these Terms under Section 2. Until that acceptance, the acknowledgment continues to govern Customer Content already submitted. Jubal will email each such firm, ask for acceptance, and state a date. Jubal will not suspend new processing for that firm before the date stated in the email, and will not state a date sooner than 30 days after the email. The firm may export its Customer Content during that period and for the Export Period in Section 10.5. Jubal will not delete a non-responding firm's content as the means of obtaining acceptance.

Nothing in these Terms reduces a commitment the acknowledgment made about training, sharing, or ownership of Customer Content. Those commitments are restated in Section 9. Where the acknowledgment said that a purge deletes every copy, Section 10.6 controls: deletion from active systems is prompt; deletion from backups follows the backup cycle.

18.8 Severability; waiver. If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the rest of these Terms will remain in effect. A failure or delay to enforce a provision is not a waiver.

18.9 Interpretation. Headings are for convenience only. Including means including without limitation. These Terms are written in English, and the English version controls.

18.10 No third-party beneficiaries. Except for the Jubal Parties under Section 14, there are no third-party beneficiaries of these Terms.

18.11 Contact. Questions about these Terms: legal@jubal.law or hello@jubal.law.