



MASTER SERVICES AND DATA PROTECTION AGREEMENT

by and between

JIL SOVEREIGN TECHNOLOGIES, INC.

(a Delaware corporation)

and

[CLIENT LEGAL NAME]

(a [State] [entity type])

Effective Date: [•], 20[••]

CONFIDENTIAL. ATTORNEY WORK PRODUCT. This instrument is provided for legal review. The provisions herein are not binding until executed by authorized signatories of both Parties. Bracketed terms and placeholders indicate items requiring completion or negotiation.

MASTER SERVICES AND DATA PROTECTION AGREEMENT

This Master Services and Data Protection Agreement (together with all Exhibits, Schedules, Statements of Work, Order Forms, and Business Associate Agreements attached hereto or hereafter entered into between the Parties, the "**Agreement**") is entered into as of the Effective Date set forth on the cover page (the "**Effective Date**") by and between **JIL Sovereign Technologies, Inc.**, a Delaware corporation, with its principal place of business at [Texas address] ("**JIL**" or "**Vendor**"), and [**CLIENT LEGAL NAME**], a [State of formation] [entity type], with its principal place of business at [Client address] ("**Client**"). JIL and Client are each referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, JIL has developed, owns, and licenses proprietary payment integrity, settlement verification, asset intelligence, wallet intelligence, and pre-clearance technology, including without limitation its bi-directional payment integrity network (the "**JIL L1 Network**"), its fraud, waste, error, and abuse verdict engine (the "**FWEA Verdict Engine**"), its wallet intelligence engine (the "**WIE**"), its CourtChain evidentiary ledger, its Proof of Claim Settlement consensus framework, its Sealed Escrow and Receive Address Network facilities, and the related microservices, application programming interfaces, models, checks, rule sets, validators, cryptographic primitives, user interfaces, dashboards, and documentation (collectively, the "**JIL Platform**");

WHEREAS, Client is a [managed care organization / health plan / Medicaid managed care entity / insurer / financial institution / government agency / other organization] that desires to engage JIL to perform Services (as defined below) and to access and use designated elements of the JIL Platform upon the terms and conditions set forth in this Agreement;

WHEREAS, the JIL Platform, the JIL L1 Network, the FWEA Verdict Engine, the WIE, CourtChain, Proof of Claim Settlement, Sealed Escrow, the Receive Address Network, and all related software, data models, rule sets, signal libraries, interfaces, outputs, reports, training data, derivative works, improvements, and know-how are, and at all times will remain, the sole and exclusive property of JIL and its licensors, and this Agreement grants Client only a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use designated elements of the foregoing solely during the Term and solely for the Permitted Purpose;

WHEREAS, the Parties acknowledge that performance of the Services may involve the creation, receipt, maintenance, transmission, storage, or disclosure of Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations promulgated thereunder (collectively, "**HIPAA**"), as well as Personally Identifiable Information, consumer financial information regulated under the Gramm-Leach-Bliley Act and state counterparts, tax return information, and other Sensitive Data, and the Parties intend by this Agreement to establish a Business Associate relationship as set forth in the Business Associate Agreement attached hereto as **Exhibit C**;

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which JIL will provide the Services, Client will access and use the JIL Platform, Client will pay the Fees therefor, and the Parties will allocate the rights, duties, risks, obligations, and liabilities between them;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below or as otherwise defined herein. Unless the context clearly requires otherwise, the following rules of construction apply: (a) the singular includes the plural and vice versa; (b) words of any gender include each other gender; (c) the word "**including**" means "**including without limitation**" and is not a term of restriction; (d) references to statutes include all regulations promulgated thereunder and successor provisions; and (e) headings are for convenience only and do not affect interpretation.

"Affiliate" means with respect to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party, where "Control" means the ownership of more than fifty percent (50%) of the voting equity of such entity or the power to direct the management and policies of such entity.

"API" means any application programming interface, software development kit, webhook, connector, or other programmatic interface made available by JIL as part of the JIL Platform, including the specifications, authentication mechanisms, schema, rate limits, and usage policies published by JIL from time to time.

"Asset Intelligence Service" means JIL's self-serve or concierge service delivering asset-level intelligence reports, sanctions and watchlist screening, counterparty risk analysis, beneficial ownership tracing, and related outputs, as further described in an applicable Order Form or Statement of Work.

"Authorized User" means an individual employee, contractor, or agent of Client who (i) is authorized by Client to access and use the Services, (ii) has been issued unique credentials by JIL or Client as permitted under this Agreement, and (iii) has agreed to comply with the terms of this Agreement and any associated acceptable use policy.

"Business Associate" means has the meaning set forth in 45 C.F.R. § 160.103.

"Business Associate Agreement" means the agreement attached as Exhibit C and any successor agreement required by HIPAA.

"Claims Data" means data submitted by Client or its Covered Entity customers to the JIL Platform describing healthcare encounters, claims, eligibility, authorizations, pharmacy transactions, payments, adjudications, remittances, and related records.

"Client Data" means all data, records, and content provided to, or uploaded into, the JIL Platform by or on behalf of Client, including Claims Data, Wallet Data, counterparty records, beneficiary information, transactional data, and any Protected Health Information, Personally Identifiable Information, or Sensitive Data contained therein. Client Data does not include Platform Outputs, Aggregated Data, or JIL Intellectual Property.

"CourtChain" means JIL's tamper-evident, cryptographically anchored evidentiary ledger designed to produce outputs qualifying as self-authenticating records under Federal Rule of Evidence 902(14) and analogous state evidentiary rules.

"Covered Entity" means has the meaning set forth in 45 C.F.R. § 160.103.

"Deployment Mode" means the technical architecture pursuant to which the Services are delivered to Client, which may include (a) JIL-hosted software-as-a-service, (b) Client-hosted containerized deployment, (c) hybrid architecture involving on-premises components of the JIL Platform operating within Client's environment and connected to JIL-managed control plane components, or (d) any combination of the foregoing, as specified in the applicable Order Form.

"Documentation" means all user manuals, administrator guides, API specifications, security documentation, and other written materials (whether in printed or electronic form) provided by JIL that describe the functionality, operation, or use of the JIL Platform.

"Fees" means the fees, charges, revenue shares, contingency payments, and other amounts payable by Client to JIL under this Agreement, as set forth in the applicable Order Form and summarized in Exhibit B.

"FWEA Verdict Engine" means JIL's proprietary fraud, waste, error, and abuse detection and adjudication engine comprising one hundred eleven (111) or more checks across fifteen (15) or more categories, including sixty-nine (69) FWEA checks and forty-two (42) Wallet Intelligence Engine signals, together with all associated models, thresholds, decision trees, reason codes, and explainability outputs.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, including by the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164.

"Intellectual Property Rights" means all patents, patent applications, inventions (whether patentable or not), copyrights, moral rights, trademarks, service marks, trade names, trade dress, trade secrets, know-how, confidential information, rights in databases, mask works, rights of publicity, domain names, URLs, and all other intellectual property and proprietary rights of any kind, whether registered or unregistered, arising under the laws of any jurisdiction worldwide, and all applications, registrations, renewals, extensions, reissues, divisions, continuations, and continuations-in-part thereof.

"JIL Intellectual Property" means the JIL Platform and all Intellectual Property Rights embodied therein or related thereto, including all software (source and object code), algorithms, models (including trained machine-learning models and model weights), data structures, databases, rule sets, signal libraries, reason codes, check logic, thresholds, validator configurations, cryptographic constructions, smart-contract templates, user interfaces, dashboards, reports, Documentation, training materials, marketing materials, Aggregated Data, Platform Outputs, Derivative Works, Feedback (as defined in Section 8.4), and any improvements, modifications, enhancements, customizations, or extensions of any of the foregoing, whether developed before, during, or after the Term, and whether or not developed in connection with Client Data or for Client's benefit.

"JIL L1 Network" means JIL's proprietary Layer-1 bi-directional payment integrity network, including its consensus mechanism, validator set, cryptographic primitives (including Ed25519 plus Dilithium-III hybrid signatures, ML-DSA-65 post-quantum signatures, and Kyber key encapsulation), block production infrastructure, and related smart-contract, escrow, and settlement modules.

"JIL Platform" means the Services, the JIL L1 Network, the FWEA Verdict Engine, the WIE, CourtChain, Proof of Claim Settlement, Sealed Escrow, the Receive Address Network, the APIs, the Documentation, and all software, interfaces, dashboards, and outputs provided or made available by JIL to Client under this Agreement, together with all updates, upgrades, new releases, and modifications thereto.

"Order Form" means a written ordering document executed by the Parties, referencing this Agreement, that specifies the Services ordered, Deployment Mode, Fees, Term, and other commercial and technical details. Each Order Form is incorporated into and governed by this Agreement. In the event of a conflict between this Agreement and an Order Form, this Agreement controls except to the extent the Order Form expressly states that a specified provision of this Agreement is being modified solely as between the Parties for that Order Form.

"Permitted Purpose" means Client's internal business use of the Services, solely: (a) for the purpose of pre-settlement or post-settlement verification, recovery, investigation, compliance, underwriting, fraud prevention, payment integrity, or pre-clearance directly relating to Client's own operations and Client's own payment, claims, and settlement activity; (b) by Authorized Users; (c) within the scope of volumes, entities, and jurisdictions specified in the applicable Order Form; and (d) in compliance with all applicable laws, regulations, and the terms of this Agreement. The Permitted Purpose does not include any service-bureau, outsourcing, white-label, reseller, competitive, or benchmarking use unless expressly authorized in the applicable Order Form.

"Personally Identifiable Information" means any information that alone or in combination identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, as defined under applicable U.S. federal and state privacy laws, including the California Consumer Privacy Act, as amended ("CCPA"), the California Privacy Rights Act ("CPRA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and analogous laws.

"Platform Outputs" means all reports, scores, verdicts, determinations, signals, reason codes, risk ratings, certifications, evidentiary packages, data visualizations, and other outputs generated by the JIL Platform, whether delivered via API, dashboard, file export, or otherwise.

"Pre-Clearance Service" means JIL's service that evaluates a proposed transaction, counterparty, wallet, or claim against the FWEA Verdict Engine and the WIE and returns a clearance determination prior to settlement or payment.

"Pre-Settlement Service" means JIL's service that inspects, validates, and scores payment instructions, claims, or transactions prior to settlement through the JIL L1 Network or Client's payment rail, including associated implementation, integration, and managed service components.

"Protected Health Information or PHI" means has the meaning set forth in 45 C.F.R. § 160.103.

"Receive Address Network or RAN" means JIL's rotating receive-address architecture used in connection with the Services.

"Retroactive Recovery Service" means JIL's service that performs forensic review of settled claims, payments, or transactions to identify overpayments, fraud, waste, error, abuse, or recoverable amounts, and to support recovery efforts through documentation, evidentiary packaging, and, where applicable, CourtChain attestation.

"Sealed Escrow" means JIL's cryptographic escrow facility supporting conditional settlement with programmable release conditions.

"Sensitive Data" means collectively, Protected Health Information, Personally Identifiable Information, payment card information subject to the Payment Card Industry Data Security Standard, consumer financial information regulated under the Gramm-Leach-Bliley Act, tax return information, biometric identifiers, precise geolocation data, and any other category of data identified as sensitive, special, or restricted under applicable Law.

"Services" means the professional services, managed services, software-as-a-service, deployed software components, API access, support, training, and other services JIL provides to Client under this Agreement, as specified in one or more Order Forms or Statements of Work and further described in Exhibit A.

"Statement of Work or SOW" means a written document, signed by authorized representatives of both Parties and referencing this Agreement, that describes professional services, deliverables, implementation activities, timelines, acceptance criteria, and associated fees.

"Wallet Data" means data describing blockchain addresses, transaction histories, counterparty linkages, sanctions and watchlist status, clustering results, and related on-chain and off-chain attributes ingested, generated, or evaluated by the WIE.

"Wallet Intelligence Engine or WIE" means JIL's proprietary on-chain and off-chain wallet risk scoring and intelligence system, comprising forty-two (42) or more signals across regulatory, sanctions, counterparty, behavioral, and typological dimensions.

ARTICLE II

SERVICES

2.1 Services Generally.

Subject to the terms and conditions of this Agreement and each applicable Order Form, JIL will provide to Client the Services specified in such Order Form. The Services may include, without limitation, any one or more of the following product lines, in any combination described in an Order Form: (a) the Pre-Settlement Service; (b) the Retroactive Recovery Service; (c) the Asset Intelligence Service; (d) the Wallet Intelligence Service; (e) the Pre-Clearance Service; (f) Sovereign Stack enterprise deployment; (g) Secure Document Vault services; and (h) such other product lines as JIL may introduce and as the Parties may agree in writing.

2.2 Product Line Descriptions.

The Services include or may include each of the following product lines. The specific product lines ordered, together with any applicable volumes, scopes, and service levels, are set forth in the applicable Order Form.

2.2.1 Pre-Settlement Service.

JIL will evaluate designated payment instructions, claims, authorizations, or transactions submitted by Client against the FWEA Verdict Engine and the WIE prior to settlement, payment, or release. The Pre-Settlement Service may operate in inline blocking, advisory, or observe-only modes as specified in the Order Form. Implementation fees, subscription fees, per-transaction fees, and recovery-based fees apply as set forth in Exhibit B and the Order Form.

2.2.2 Retroactive Recovery Service.

JIL will perform forensic review of designated historical claims, payments, or transactions, identify overpayments, fraud, waste, error, abuse, or other recoverable amounts, produce CourtChain-anchored evidentiary packages where applicable, and support Client's recovery activity. Compensation includes a base service fee and a contingency revenue share on Net Recoveries (as defined in Section 4.6), as specified in Exhibit B and the Order Form.

2.2.3 Asset Intelligence Service.

JIL will deliver on-demand asset intelligence reports through self-serve or concierge channels, including counterparty risk assessments, sanctions and watchlist screenings, beneficial ownership tracing, and related outputs. Pricing is tiered by turnaround time and complexity as set forth in Exhibit B and the Order Form.

2.2.4 Wallet Intelligence Service.

JIL will provide access to the WIE, either via API, dashboard, or scheduled file export, to deliver wallet risk signals, clustering, sanctions status, and related intelligence on a per-check, subscription, or enterprise basis, as specified in Exhibit B and the Order Form.

2.2.5 Pre-Clearance Service.

JIL will evaluate proposed transactions, counterparties, or wallets against the FWEA Verdict Engine and the WIE and return a clearance determination prior to settlement or payment. Use of the Pre-Clearance Service does not constitute legal, regulatory, accounting, or compliance advice by JIL.

2.2.6 Sovereign Stack and Enterprise Deployment.

Where specified in an Order Form, JIL will deploy a private or hybrid instance of designated JIL Platform components within Client's infrastructure or a dedicated hosting environment, at the tier specified. Sovereign Stack deployment does not convey any ownership of, or source code license to, the JIL Platform, except as expressly set forth in Article IX.

2.2.7 Secure Document Vault.

JIL will make available its Secure Document Vault at the subscription tier specified in the applicable Order Form for tokenized document storage, attestation, and retrieval.

2.3 Statements of Work.

The Parties may execute one or more Statements of Work describing professional services, implementation activities, custom development, data migration, integration, training, or related deliverables. Each SOW is incorporated into this Agreement. Unless a SOW expressly states otherwise, all deliverables produced thereunder constitute JIL Intellectual Property.

2.4 Service Levels.

JIL will perform the Services in accordance with the service level agreement set forth in Exhibit E. Service credits, if any, specified in Exhibit E constitute Client's sole and exclusive remedy for any failure by JIL to meet a service level, except in the case of a material, uncured service-level failure giving rise to a termination right under Section 16.3.

2.5 Changes to Services.

JIL may from time to time modify, enhance, update, or replace components of the JIL Platform or Services, provided that no such change will materially degrade the functionality of any ordered Service during the Term. JIL will provide Client with reasonable advance notice of any deprecation of a material API or feature in active use by Client.

2.6 Subcontractors.

JIL may engage subcontractors, vendors, affiliates, and service providers to perform any portion of the Services, provided that JIL will remain responsible for the acts and omissions of such subcontractors in connection with the Services as if they were JIL's own. Subcontractors who access Protected Health Information will execute a written agreement substantially consistent with the applicable requirements of the Business Associate Agreement.

ARTICLE III

DEPLOYMENT, API, AND ACCESS

3.1 Deployment Mode.

The Deployment Mode for each Service is set forth in the applicable Order Form. Where the Deployment Mode specifies that components of the JIL Platform will operate within Client's infrastructure or a Client-designated cloud account (an "In-Environment Deployment"), such In-Environment Deployment is subject to the additional terms in this Article III and does not convey to Client any ownership, source code license, or right to reverse engineer, decompile, disassemble, fork, extract, copy, or derive the JIL Platform or any component thereof.

3.2 JIL Retention of Control Over the Platform.

Notwithstanding any In-Environment Deployment, the JIL Platform, including any software, containers, virtual machines, images, binaries, models, weights, rule sets, and configurations delivered to or installed within Client's environment, is and at all times will remain **JIL Intellectual Property owned by JIL**. Client's operational hosting of any component of the JIL Platform does not transfer title, grant a perpetual right of use, or convey any license beyond the limited, revocable, term-bound license set forth in Article IX. JIL retains the right to: (a) inspect and audit the deployment remotely and on-site upon reasonable notice; (b) deliver, install, update, patch, or replace components of the JIL Platform; (c) require Client to apply security patches or version upgrades within specified windows; (d) revoke, disable, or withdraw any component of the JIL Platform upon termination or suspension of this Agreement; and (e) maintain remote management, telemetry, and cryptographic control-plane connectivity as reasonably necessary for operation, security, and integrity of the JIL Platform.

3.3 Client Environment Obligations.

Where an In-Environment Deployment is specified, Client will: (a) provide and maintain infrastructure meeting the minimum technical requirements specified by JIL in writing; (b) allow JIL-controlled management, telemetry, health, and security agents to operate and communicate securely with JIL; (c) not modify, tamper with, bypass, disable, wrap, intercept, or circumvent any component of the JIL Platform; (d) not move, copy, mirror, clone, snapshot for purposes other than standard operational backup, or relocate any component of the JIL Platform outside of the authorized environment; (e) not permit any third party (including Affiliates, vendors, contractors, or advisors) to access, inspect, benchmark, or test the JIL Platform without JIL's prior written consent; and (f) promptly notify JIL of any actual or suspected breach of the foregoing.

3.4 API Use.

Client's and its Authorized Users' access to and use of any API is subject to (a) the Documentation; (b) any rate limits, quotas, authentication, and security policies published by JIL; and (c) the Permitted Purpose. Client will not use any API to: (i) circumvent JIL's security or access controls; (ii) build, train, or improve a product, service, or model that competes with the JIL Platform; (iii) reverse engineer or derive the underlying algorithms, models, or rule sets of the JIL Platform; (iv) scrape, cache, or persist Platform Outputs beyond what is reasonably necessary for the Permitted Purpose; or (v) transmit malicious code, attack traffic, or otherwise impair the operation of the JIL Platform.

3.5 Credentials; Access Security.

Client is responsible for safeguarding all credentials, API keys, tokens, and secrets issued to it. Client will (a) require Authorized Users to use unique accounts and strong authentication (including multi-factor authentication where supported); (b) promptly deprovision credentials upon role change or separation; (c) monitor for and report unauthorized use; and (d) not share credentials with any person who is not an Authorized User. Client is responsible for all acts and omissions occurring under its credentials.

3.6 Telemetry and Integrity Controls.

The JIL Platform transmits to JIL operational telemetry, cryptographic attestations, health data, security signals, audit logs, and usage metrics that JIL reasonably determines to be necessary to (a) operate, secure, and support the JIL Platform; (b) detect and prevent tampering, fraud, and misuse; (c) enforce license scope; (d) satisfy regulatory, audit, and evidentiary requirements; and (e) improve the Services. Client consents to such telemetry. JIL will not use Client Data transmitted in telemetry for any purpose other than as permitted under this Agreement and, where applicable, the Business Associate Agreement.

3.7 Network Segregation and Cryptographic Isolation.

Components of the JIL Platform operating within Client's environment will, where technically feasible and specified in the Documentation, maintain cryptographic isolation from Client workloads, including the use of hardware-backed keys, signed binaries, attested boot, and egress restrictions. Client will not attempt to access the memory, keys, or unencrypted internal state of any component of the JIL Platform.

ARTICLE IV

FEES, PAYMENT, AND REVENUE SHARE

4.1 Fees Generally.

Client will pay JIL all Fees set forth in each Order Form, without offset, deduction, counterclaim, or withholding (except for taxes required by law to be withheld, in which case Client will gross up payment to the extent necessary so that JIL receives the full contracted amount). Exhibit B summarizes the categories of Fees applicable to each product line.

4.2 Implementation and Setup Fees.

Implementation, onboarding, and setup fees are payable upon execution of the Order Form (or, if specified, upon milestone achievement) and are non-refundable, except as expressly provided herein.

4.3 Subscription and Recurring Fees.

Subscription and recurring Fees are invoiced in advance on the frequency set forth in the Order Form (monthly, quarterly, or annually) and are non-cancelable and non-refundable for the then-current billing period, except as expressly provided herein.

4.4 Usage-Based Fees.

Usage-based Fees, including per-check, per-transaction, per-lookup, or per-record fees (including WIE Fees and Asset Intelligence report Fees), are billed in arrears based on JIL's records of usage. JIL's records are presumed accurate absent manifest error; Client may dispute usage within thirty (30) days of the invoice in accordance with Section 4.8.

4.5 Contingency, Recovery, and Revenue Share Fees.

For Retroactive Recovery Services and any other product line for which an Order Form specifies a contingency, revenue-share, basis-point, or percentage-of-recovery Fee (collectively, a "**Recovery Fee**"), Client will pay JIL the specified Recovery Fee on all Net Recoveries attributable to the Service, regardless of whether the recovery is obtained by Client directly, by an Affiliate of Client, by an assignee, successor, or subrogee, by a collection vendor, or through litigation, settlement, offset, voluntary repayment, future payment adjustment, retroactive rate adjustment, or otherwise. Client will: (a) report to JIL on a monthly basis (or such other frequency specified in the Order Form) all recoveries realized during the prior period; (b) maintain books and records sufficient to substantiate the number of recoveries; and (c) pay Recovery Fees within thirty (30) days of invoice. The obligation to pay Recovery Fees survives expiration or termination of this Agreement with respect to any recovery realized within twenty-four (24) months following termination that is attributable to the Services performed during the Term.

4.6 Definition of Net Recoveries.

"**Net Recoveries**" means the gross amount of any recovery, offset, reduction, settlement, judgment, repayment, retroactive rate adjustment, prospective payment reduction, credit, or other financial benefit realized by Client or any of its Affiliates, assignees, subrogees, or successors, attributable in whole or in part to the Services performed by JIL, less only: (a) amounts required by law or contract to be refunded to a patient, member, enrollee, provider, or government payor; and (b) documented third-party collection costs approved in advance in writing by JIL. For the avoidance of doubt, Net Recoveries include, where applicable, prevented payments (as measured against the payment that would otherwise have been made absent the Pre-Settlement Service or Pre-Clearance Service), where such measurement is specified in the Order Form.

4.7 Invoicing and Payment.

JIL will invoice Client in accordance with the Order Form. Unless otherwise specified, all invoices are payable in U.S. Dollars by ACH, wire, or other method accepted by JIL, net thirty (30) days from the invoice date. Any amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, from the due date until paid in full. Client will also reimburse JIL for all reasonable costs of collection, including attorneys' fees.

4.8 Disputed Invoices.

Client will notify JIL in writing of any disputed amount within thirty (30) days after the invoice date, describing in reasonable detail the nature of the dispute. Undisputed amounts remain payable on the original due date. The Parties will work in good faith to resolve any dispute within fifteen (15) business days; thereafter, unresolved disputes are escalated pursuant to Article XXI.

4.9 Taxes.

Fees are exclusive of, and Client is responsible for, all sales, use, value-added, goods and services, excise, and similar taxes, duties, and governmental charges (other than taxes on JIL's net income). If JIL is required to collect or remit any such tax, JIL will invoice Client for such tax and Client will pay it on the same terms as the underlying Fee.

4.10 Fee Adjustments.

Commencing on each anniversary of the Effective Date of an Order Form, JIL may increase recurring Fees upon at least sixty (60) days' prior written notice by the greater of (a) three percent (3%) or (b) the percentage change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average, All Items) published by the Bureau of Labor Statistics over the prior twelve (12)-month period. Other Fees may be adjusted as specified in the Order Form or by mutual written agreement.

4.11 No Right of Offset.

Client has no right to offset, withhold, or deduct any amount payable under this Agreement against any claim Client may have against JIL, whether arising hereunder or otherwise.

ARTICLE V

CLIENT OBLIGATIONS

5.1 Cooperation.

Client will provide JIL with reasonable cooperation, access to personnel, systems, facilities, documentation, and information reasonably required for JIL to perform the Services, including access to designated environments, test data, and stakeholders. Client acknowledges that delays in Client cooperation may result in delays to JIL's performance and associated timelines.

5.2 Client Data.

Client is responsible for (a) the accuracy, completeness, and legality of all Client Data; (b) ensuring that all notices have been given, consents obtained, and legal bases satisfied to permit the collection, use, transmission, and processing of Client Data (including Protected Health Information and Personally Identifiable Information) by JIL for the Services; (c) not submitting any Sensitive Data beyond what is reasonably necessary for the Permitted Purpose; and (d) not submitting any Client Data in violation of any third-party right or applicable Law.

5.3 Compliance with Laws.

Client will use the Services in compliance with all applicable Laws, including HIPAA, the federal False Claims Act, 31 U.S.C. § 3729 et seq., the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, the Physician Self-Referral Law, 42 U.S.C. § 1395nn, applicable state Medicaid fraud, anti-kickback, and self-referral laws, the Gramm-Leach-Bliley Act, applicable state privacy laws, applicable anti-money laundering and counter-terrorism financing laws, and

U.S. economic sanctions administered by the Office of Foreign Assets Control. Client will not use the Services to affect any transaction with a sanctioned person, country, or region.

5.4 Prohibited Uses.

Client will not, and will not permit any Authorized User or third party to: (a) use the Services other than for the Permitted Purpose; (b) resell, sublicense, rent, lease, distribute, or provide service-bureau access to the Services or JIL Platform; (c) use the Services to build, train, fine-tune, evaluate, or improve a product or service that competes with the JIL Platform; (d) reverse engineer, decompile, disassemble, or attempt to derive the source code, models, weights, rule sets, or underlying algorithms of the JIL Platform (except to the limited extent this restriction is prohibited by applicable Law); (e) remove, alter, or obscure any proprietary notice; (f) introduce any malicious code; (g) use the Services in any manner that could interfere with the operation of the JIL Platform for other customers; (h) use the Services to make any determination materially affecting an individual based solely on the automated processing of Personally Identifiable Information, to the extent such use is prohibited by applicable Law without additional safeguards that Client has not implemented; or (i) use Platform Outputs as the sole basis for any denial, adverse action, or legal proceeding without appropriate independent review consistent with applicable Law.

5.5 Client Systems.

Client is responsible for obtaining, installing, configuring, securing, and maintaining the hardware, software, networking, and internet connectivity necessary for access to and use of the Services, except to the extent expressly provided by JIL under an In-Environment Deployment.

ARTICLE VI

DATA; PROTECTED HEALTH INFORMATION; PERSONALLY IDENTIFIABLE INFORMATION; HIPAA

6.1 Ownership of Client Data.

As between the Parties, Client retains all right, title, and interest in and to Client Data, subject to the licenses and rights granted to JIL under this Agreement. JIL does not acquire any ownership interest in Client Data.

6.2 License to Client Data.

Client grants JIL a worldwide, royalty-free, non-exclusive license to access, use, store, process, transmit, display, copy, reproduce, and create derivative works of Client Data solely to the extent necessary to (a) perform the Services; (b) exercise JIL's rights under this Agreement; (c) provide support; (d) ensure the security and integrity of the JIL Platform; (e) comply with applicable Law and legal process; and (f) produce Aggregated Data in accordance with Section 6.5 and the Business Associate Agreement.

6.3 HIPAA; Business Associate Agreement.

To the extent JIL creates, receives, maintains, or transmits Protected Health Information on behalf of Client or a Covered Entity in connection with the Services, JIL will act as a Business Associate of Client under HIPAA. The terms of the Business Associate Agreement attached as **Exhibit C** govern the Parties' respective obligations with respect to Protected Health Information. In the event of a conflict between the main body of this Agreement and the Business Associate Agreement with respect to Protected Health Information, the Business Associate Agreement controls solely as to Protected Health Information.

6.4 Other Sensitive Data.

With respect to Personally Identifiable Information, consumer financial information under the Gramm-Leach-Bliley Act, payment card information, tax return information, and other Sensitive Data, JIL will: (a) process such data only as necessary for the Services and the Permitted Purpose; (b) implement and maintain reasonable and appropriate administrative, technical, and physical safeguards consistent with Exhibit D; (c) not sell Personally Identifiable Information (as the term "sell" is defined under the CCPA and analogous statutes); (d) not share Personally Identifiable Information for cross-context behavioral advertising; and (e) promptly notify Client of any request by a data subject to exercise rights under applicable privacy Law and reasonably assist Client in responding.

6.5 Aggregated and De-Identified Data.

Subject to HIPAA (including the de-identification requirements of 45 C.F.R. § 164.514) and other applicable Law, JIL may aggregate, de-identify, or anonymize Client Data to produce data that does not identify Client, any individual, or any Covered Entity ("**Aggregated Data**"). JIL owns all right, title, and interest in and to Aggregated Data and may use Aggregated Data for any lawful purpose, including improving the JIL Platform, training and evaluating models, producing benchmarks, and publishing industry research. JIL will not re-identify Aggregated Data or attempt to do so. JIL's rights in Aggregated Data survive termination of this Agreement.

6.6 Security Incident Notification.

Each Party will notify the other Party in writing of any confirmed Security Incident or Breach (as such term is defined in the Business Associate Agreement or, as applicable, under state data breach notification Laws) affecting the other Party's Confidential Information, in accordance with the notification timelines set forth in the Business Associate Agreement and Exhibit D.

6.7 Data Retention and Return.

Upon expiration or termination of this Agreement, JIL will, at Client's written request made within thirty (30) days after such expiration or termination, return or destroy Client Data (including any Protected Health Information) in a manner consistent with the Business Associate Agreement and applicable Law, except that JIL may retain (a) Aggregated Data; (b) Client Data required to be retained for JIL's own legal, regulatory, audit, evidentiary, or insurance purposes; and (c) Client Data contained in routine backups, subject to continuing confidentiality and security obligations until such backups are overwritten in the ordinary course.

6.8 CourtChain Records.

Client acknowledges that CourtChain is designed to create tamper-evident, immutable evidentiary records. Records anchored to CourtChain cannot be deleted, modified, or rescinded after anchoring. Any request by Client to "delete" CourtChain evidentiary records will be addressed through appropriate status flags and attestations, not by destruction of the underlying cryptographic records, which will persist for the retention period specified in the Documentation or Order Form.

ARTICLE VII

SECURITY AND COMPLIANCE

7.1 Information Security Program.

JIL will implement and maintain a written information security program comprising reasonable and appropriate administrative, technical, physical, and organizational safeguards designed to protect the confidentiality, integrity, and availability of Client Data and the Services, as further described in **Exhibit D**. JIL will: (a) designate an individual responsible for information security; (b) conduct periodic risk assessments; (c) perform personnel background checks and security training; (d) employ least-privilege access controls; (e) encrypt Client Data at rest and in transit using industry-standard cryptography; (f) maintain audit logs; (g) perform vulnerability scans and annual third-party penetration testing; and (h) maintain an incident response plan.

7.2 Certifications and Audits.

JIL will, following the applicable certification cycles, maintain SOC 2 Type II, HITRUST, FedRAMP (at the level specified in an Order Form), and such other certifications and attestations as may be specified in an Order Form. JIL will provide Client, upon written request no more than once per calendar year, copies of the most recent third-party audit reports, subject to a confidentiality agreement reasonably acceptable to JIL.

7.3 Cryptography.

The JIL Platform employs industry-standard cryptography, including Ed25519 plus Dilithium-III hybrid signatures, ML-DSA-65 post-quantum signatures, and Kyber key encapsulation mechanisms. JIL may update cryptographic primitives from time to time as cryptographic standards evolve.

7.4 Vulnerability Management.

JIL will remediate vulnerabilities consistent with the severity-based timelines in Exhibit D. Client will not independently probe, scan, or test the JIL Platform (including any In-Environment Deployment) without JIL's prior written consent, which will not be unreasonably withheld for legitimate security-assessment purposes under a written testing plan.

7.5 Personnel.

JIL personnel with access to Client Data will be subject to background screening, confidentiality obligations, and security training consistent with JIL's information security program. JIL is responsible for the acts and omissions of its personnel in connection with the Services.

ARTICLE VIII

INTELLECTUAL PROPERTY

8.1 Ownership of JIL Intellectual Property.

As between the Parties, JIL (or its licensors) owns and will continue to own all right, title, and interest in and to the JIL Platform and all JIL Intellectual Property, including, without limitation, all Intellectual Property Rights therein. **No ownership interest, title, or proprietary right in or to the JIL Platform or any JIL Intellectual Property is granted, conveyed, assigned, or transferred to Client under this Agreement.** Except for the limited license expressly granted in Article IX, all rights in the JIL Platform and JIL Intellectual Property are reserved to JIL.

8.2 Platform Outputs.

Platform Outputs are JIL Intellectual Property. JIL grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Platform Outputs solely for the Permitted Purpose and solely during the Term. Client may incorporate Platform Outputs into Client's internal records, regulatory filings, audit responses, legal proceedings, and recovery actions directly related to the Permitted Purpose; provided that Client will not (a) redistribute, resell, or syndicate Platform Outputs to third parties except as necessary for the Permitted Purpose; (b) remove JIL proprietary markings or attributions from Platform Outputs; or (c) use Platform Outputs to train or improve a competing product or service.

8.3 Derivative Works and Improvements.

Any modifications, improvements, enhancements, configurations, rule-set changes, model refinements, extensions, customizations, and other derivative works of the JIL Platform, whether created by JIL, Client, or jointly, and whether or not developed in connection with Client Data, feedback, or suggestions (collectively, "**Derivative Works**"), are and will be the sole and exclusive property of JIL. Client hereby irrevocably assigns, and will cause its personnel, contractors, and Affiliates to irrevocably assign, to JIL all right, title, and interest (including all Intellectual Property Rights) in and to any Derivative Works, effective upon creation. Client will, and will cause its personnel to, execute all documents and take all actions reasonably requested by JIL to effect, record, or perfect such assignment.

8.4 Feedback.

Client may from time to time provide suggestions, comments, ideas, recommendations, or other feedback regarding the Services or the JIL Platform ("**Feedback**"). Client grants JIL a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, transferable license to use, reproduce, modify, distribute, and exploit Feedback for any purpose without obligation or compensation to Client. To the extent any Feedback constitutes an invention, Client hereby irrevocably assigns such Feedback to JIL.

8.5 No Implied Licenses.

Except for the limited rights expressly granted in this Agreement, no rights, licenses, or ownership interests of any kind (whether by implication, estoppel, exhaustion, or otherwise) are granted to Client.

8.6 Proprietary Notices.

Client will not remove, obscure, or alter any copyright, patent, trademark, or other proprietary notice appearing on or in the JIL Platform or any Platform Output, Documentation, or related material.

8.7 Injunctive Relief.

Client acknowledges that any unauthorized use, disclosure, reproduction, reverse engineering, or other violation of JIL's Intellectual Property Rights will cause JIL irreparable harm for which monetary damages would be inadequate, and JIL is entitled to seek injunctive and other equitable relief, without bond and without waiver of other remedies.

ARTICLE IX

LICENSE GRANT

9.1 License to the JIL Platform.

Subject to the terms and conditions of this Agreement and Client's payment of all Fees, JIL grants to Client a **limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-bearing** license, during the Term of the applicable Order Form, to access and use the JIL Platform (including designated APIs, dashboards, and In-Environment Deployment components, as specified in the Order Form), solely for the Permitted Purpose, solely by Authorized Users, solely within the volumes, entities, territories, and use cases specified in the Order Form, and solely in accordance with the Documentation.

9.2 Scope Limitations.

The license granted in Section 9.1 does not permit Client to: (a) copy the JIL Platform except for reasonable backup of configurations permitted by the Documentation; (b) modify, adapt, translate, or create derivative works of the JIL Platform; (c) reverse engineer, decompile, disassemble, or extract the source code, models, weights, or underlying algorithms of the JIL Platform (except to the limited extent prohibited by applicable Law); (d) sublicense, rent, lease, loan, assign, distribute, transfer, make available, or provide access to the JIL Platform to any third party (including Affiliates, unless expressly authorized in the Order Form); (e) use the JIL Platform on behalf of any third party except as expressly authorized in the Order Form; (f) use the JIL Platform for the benefit of a competitor of JIL or to build a competing product or service; or (g) use the JIL Platform in violation of the Permitted Purpose, any volume, entity, territory, or use-case limitation specified in the Order Form, or any applicable Law.

9.3 Reservation of Rights.

All rights not expressly granted to Client are reserved by JIL. No license, express or implied, is granted under Section 9.1 to any JIL Intellectual Property beyond the access and use rights expressly described herein.

9.4 License Termination.

The license granted in Section 9.1 automatically terminates upon expiration or termination of the applicable Order Form or of this Agreement. Upon such termination, Client will cease all use of the JIL Platform and, with respect to any In-Environment Deployment, permit JIL to decommission and remove the JIL Platform components.

9.5 Open-Source Components.

The JIL Platform may incorporate open-source software components. JIL will make available, upon request, a list of material open-source components and the applicable licenses. The terms of such open-source licenses govern Client's use of those components to the extent required by the applicable open-source license.

ARTICLE X

CONFIDENTIALITY

10.1 Confidential Information.

"**Confidential Information**" means any non-public information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally, in writing, electronically, or by observation, that is marked or identified as confidential or that a reasonable person would understand to be confidential under the circumstances. JIL's Confidential Information includes, without limitation, the JIL Platform, all JIL Intellectual Property, Platform Outputs, pricing, roadmaps, architecture, security documentation, and model descriptions. Client's Confidential Information includes, without limitation, Client Data (subject to the Business Associate Agreement with respect to Protected Health Information) and Client's non-public business information.

10.2 Obligations.

The Receiving Party will: (a) protect the Confidential Information of the Disclosing Party using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable degree of care; (b) use Confidential Information only to perform its obligations and exercise its rights under this Agreement; and (c) limit access to Confidential Information to its personnel, contractors, and advisors who have a need to know for such purposes and are bound by written obligations of confidentiality no less protective than those set forth herein.

10.3 Exceptions.

The obligations in Section 10.2 do not apply to information that the Receiving Party can demonstrate: (a) is or becomes publicly known through no breach by the Receiving Party; (b) was rightfully known by the Receiving Party prior to disclosure without any confidentiality obligation; (c) was rightfully received by the Receiving Party from a third party without confidentiality obligation; or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

10.4 Compelled Disclosure.

If the Receiving Party is required by Law or legal process to disclose Confidential Information, the Receiving Party will (unless legally prohibited) provide prompt written notice to the Disclosing Party, cooperate with any efforts to seek a protective order, and disclose only the portion of Confidential Information that is legally required.

10.5 Duration.

The obligations in this Article X apply during the Term and for a period of five (5) years thereafter; provided that with respect to trade secrets and with respect to Client Data containing Protected Health Information, the obligations continue for so long as the information remains a trade secret or Protected Health Information under applicable Law.

10.6 Return or Destruction.

Upon expiration or termination of this Agreement, or upon request of the Disclosing Party, the Receiving Party will return or destroy all Confidential Information in its possession or control, except (a) as otherwise provided in Section 6.7, (b) backups retained in the ordinary course of business subject to ongoing confidentiality obligations, and (c) Confidential Information that must be retained for legal, regulatory, audit, or evidentiary purposes.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

11.1 Mutual Representations.

Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction of its formation; (b) it has full power and authority to enter into and perform this Agreement; (c) execution and performance of this Agreement do not and will not conflict with or breach any other agreement or obligation binding on it; and (d) this Agreement, when executed, constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

11.2 JIL Warranties.

JIL represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner consistent with industry standards; (b) the JIL Platform, as delivered by JIL and used by Client in accordance with this Agreement and the Documentation, will materially conform to the Documentation during the Term; and (c) JIL will not knowingly introduce any malicious code into the JIL Platform. Client's sole and exclusive remedy, and JIL's entire liability, for breach of the foregoing warranties is for JIL to (at JIL's option) re-perform the nonconforming Services, correct the nonconformity, or refund the Fees paid for the affected Services during the three (3)-month period immediately preceding Client's timely written notice of nonconformity, which notice must be provided within thirty (30) days of the date Client became aware or should have become aware of the nonconformity.

11.3 Client Warranties.

Client represents and warrants that: (a) it has all rights, consents, authorizations, and legal bases necessary to provide Client Data to JIL and to permit JIL to use Client Data as contemplated by this Agreement; (b) Client Data does not infringe or violate any third-party right or applicable Law; (c) Client's use of the Services complies with all applicable Laws; (d) Client will not use the Services for any purpose other than the Permitted Purpose; and (e) Client is not, and is not acting on behalf of, any person subject to U.S. sanctions, embargoes, or trade restrictions.

ARTICLE XII

DISCLAIMERS

12.1 Disclaimer of Implied Warranties.

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 11.2, THE JIL PLATFORM, THE SERVICES, AND ALL PLATFORM OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND JIL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, RESULTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

12.2 No Guarantee of Outcomes.

JIL does not warrant or guarantee (a) that Platform Outputs, verdicts, scores, reason codes, or signals will identify all instances of fraud, waste, error, abuse, or noncompliance; (b) any specific recovery amount, reduction in loss, or rate of return; (c) that the Services will be uninterrupted or error-free; or (d) that the Services will satisfy any particular regulatory, legal, or accounting requirement of Client. Client is solely responsible for exercising independent professional judgment, including legal, compliance, clinical, and accounting review, before acting on Platform Outputs.

12.3 No Legal, Medical, or Financial Advice.

The Services, the JIL Platform, and Platform Outputs do not constitute legal, medical, clinical, compliance, tax, accounting, investment, or financial advice. Client is solely responsible for ensuring that its use of the Services complies with applicable Laws and professional standards.

12.4 Third-Party Data.

The JIL Platform may incorporate or rely on data from third-party sources. JIL does not warrant the accuracy, completeness, or availability of third-party data and is not liable for any inaccuracies or omissions therein, except to the extent JIL has undertaken a specific obligation with respect thereto in an Order Form.

ARTICLE XIII

INDEMNIFICATION

13.1 Indemnification by JIL.

JIL will defend, indemnify, and hold harmless Client and its Affiliates, and their respective officers, directors, employees, and agents (collectively, "Client Indemnitees"), from and against any third-party claim alleging that the JIL Platform, as delivered by JIL and used by Client in accordance with this Agreement, infringes any U.S. patent, copyright, or trademark, or misappropriates any trade secret of such third party (an "IP Claim"), and will pay any final damages awarded against Client Indemnitees by a court of competent jurisdiction or amounts set forth in a settlement approved by JIL in connection with such IP Claim.

13.2 Remedies for Infringement.

If the JIL Platform becomes, or in JIL's reasonable opinion is likely to become, the subject of an IP Claim, JIL may, at its option and expense: (a) procure for Client the right to continue using the JIL Platform; (b) modify or replace the JIL Platform so that it is non-infringing while retaining substantially equivalent functionality; or (c) terminate this Agreement or the affected Order Form and refund the prorated portion of any prepaid, unused Fees paid by Client for the affected Services. JIL has no obligation under Section 13.1 or this Section 13.2 for any IP Claim arising from (i) use of the JIL Platform in combination with any third-party product, service, data, or process not authorized by JIL; (ii) modifications to the JIL Platform not made by JIL; (iii) use of the JIL Platform other than in accordance with this Agreement or the Documentation; (iv) Client Data; or (v) Client's specifications or instructions.

13.3 Indemnification by Client.

Client will defend, indemnify, and hold harmless JIL and its Affiliates, and their respective officers, directors, employees, and agents (collectively, "JIL Indemnitees"), from and against any third-party claim arising out of or relating to: (a) Client Data, including any claim that Client Data infringes or violates any third-party right or applicable Law or that Client lacked rights, consents, or legal bases to provide Client Data to JIL; (b) Client's use of the Services in violation of this Agreement or applicable Law; (c) any breach by Client of Section 5.3 or Section 5.4; (d) any action taken by Client (or not taken by Client) in reliance on Platform Outputs; or (e) any claim by a patient, member, enrollee, provider, government payor, or counterparty of Client relating to Client's use of the Services.

13.4 Indemnification Procedure.

The indemnified Party will (a) promptly notify the indemnifying Party in writing of the claim (provided that failure to do so will not relieve the indemnifying Party of its obligations except to the extent materially prejudiced thereby); (b) grant the indemnifying Party sole control of the defense and settlement of the claim (provided that the indemnifying Party will not settle any claim that imposes any non-monetary obligation on the indemnified Party without the indemnified Party's prior written consent); and (c) provide reasonable cooperation at the indemnifying Party's expense. The indemnified Party may participate in the defense at its own expense with counsel of its choice.

13.5 Exclusive Remedy.

This Article XIII states the indemnified Party's exclusive remedy, and the indemnifying Party's entire liability, for third-party claims falling within the scope of this Article.

ARTICLE XIV

LIMITATION OF LIABILITY

14.1 Exclusion of Consequential Damages.

EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Aggregate Cap.

EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO JIL UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

14.3 Excluded Claims.

The limitations in Sections 14.1 and 14.2 do not apply to: (a) a Party's indemnification obligations under Article XIII; (b) Client's payment obligations under Article IV; (c) breaches by Client of the license restrictions in Article IX, the confidentiality obligations in Article X, or the use restrictions in Section 5.4; (d) a Party's willful misconduct, gross negligence, or fraud; (e) a Party's breach of its obligations under Article VI or the Business Associate Agreement to the extent such breach is the proximate cause of a Breach of Protected Health Information (in which case, Client's aggregate liability is capped at three (3) times the amount of Fees paid or payable by Client to JIL during the prior twelve (12)-month period, and JIL's aggregate liability is capped at three (3) times such amount); and (f) any other liability that cannot be limited under applicable Law. Items (a) through (f) are the "Excluded Claims."

14.4 Basis of the Bargain.

The Parties acknowledge that the Fees reflect the allocation of risk set forth in this Agreement and that the limitations in this Article XIV are a material part of the basis of the bargain between them and would not agree to provide the Services or pay the Fees without such limitations.

ARTICLE XV

INSURANCE

15.1 JIL Insurance.

JIL will maintain, at its sole cost, during the Term and for a period of two (2) years thereafter, the following insurance coverage with insurers having a financial rating of A- or better (A.M. Best): (a) commercial general

liability of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate; (b) technology errors and omissions / professional liability of at least five million dollars (\$5,000,000) per claim and in the aggregate; (c) cyber liability and privacy coverage of at least five million dollars (\$5,000,000) per claim and in the aggregate, covering network security, privacy liability, regulatory defense and fines (where insurable), and breach response; (d) workers' compensation as required by applicable Law; and (e) umbrella or excess coverage of at least five million dollars (\$5,000,000).

15.2 Certificates; Notice.

Upon request, JIL will furnish certificates of insurance evidencing the foregoing coverage.

ARTICLE XVI

TERM AND TERMINATION

16.1 Term.

This Agreement commences on the Effective Date and continues until terminated in accordance with its terms (the "Term"). Each Order Form has the term specified therein (the "Order Term"). The expiration or termination of one Order Form does not affect the continued effectiveness of any other Order Form or this Agreement.

16.2 Auto-Renewal.

Unless otherwise specified in an Order Form, each Order Form automatically renews for successive twelve (12)-month periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Order Term.

16.3 Termination for Cause.

Either Party may terminate this Agreement or any Order Form upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice describing the breach in reasonable detail, provided that no cure period applies to breaches of Article VIII (Intellectual Property), Article IX (License Grant), Article X (Confidentiality), Section 5.3 (Compliance with Laws), or Section 5.4 (Prohibited Uses); or (b) becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or reorganization, or has a receiver or trustee appointed for its business or assets.

16.4 Termination for Non-Payment.

JIL may terminate this Agreement or any Order Form, and/or suspend access to the Services, upon ten (10) days' written notice of non-payment, if Client fails to pay any undisputed Fee when due and does not cure such failure within such ten (10)-day notice period.

16.5 Termination for Convenience.

JIL may terminate this Agreement for convenience upon one hundred twenty (120) days' written notice. Client may terminate an Order Form for convenience only if expressly permitted in the Order Form, and any such

termination is subject to an early termination fee equal to the remaining non-cancelable Fees for the balance of the Order Term, which the Parties agree represents a reasonable estimate of JIL's damages and is not a penalty.

16.6 Effect of Termination.

Upon expiration or termination of this Agreement or any Order Form: (a) Client will immediately cease all use of the affected Services and the associated JIL Platform, including any In-Environment Deployment components, which JIL may decommission and remove; (b) all licenses granted to Client with respect to the affected Services terminate; (c) all outstanding Fees become immediately due and payable, and in the case of termination by JIL for cause under Section 16.3 or 16.4, all Fees remaining over the balance of the applicable Order Term accelerate and become immediately due and payable; (d) each Party will return or destroy the other Party's Confidential Information in accordance with Section 10.6 and Section 6.7; and (e) the Recovery Fee obligation in Section 4.5 survives as to recoveries realized within twenty-four (24) months after termination attributable to Services performed during the Term.

16.7 Transition Assistance.

Upon expiration or termination of this Agreement other than a termination by JIL for cause under Section 16.3 or 16.4, JIL will, upon Client's written request made within thirty (30) days after such expiration or termination and subject to Client's payment of JIL's then-current professional services rates, provide reasonable transition assistance for a period not to exceed ninety (90) days. JIL is not obligated to disclose JIL Intellectual Property or transfer any license or ownership right beyond what is expressly granted herein.

16.8 Survival.

The following provisions survive expiration or termination of this Agreement: Article I (to the extent necessary for interpretation), Article IV (with respect to accrued obligations and the Recovery Fee), Article VI (to the extent applicable), Article VIII, Article X, Article XII, Article XIII, Article XIV, Section 16.6, Section 16.7, Section 16.8, Article XVII, Article XVIII, Article XXI, Article XXII, and Article XXIII, and any other provision that by its nature is intended to survive.

ARTICLE XVII

NON-PAYMENT AND DEFAULT CONSEQUENCES

17.1 Suspension of Services.

Without limiting JIL's other rights and remedies, if Client fails to pay any undisputed Fee when due, JIL may, upon written notice and without liability to Client: (a) suspend Client's access to the Services, including APIs, dashboards, and any In-Environment Deployment; (b) revoke credentials and disable any deployed components; (c) withhold delivery of Platform Outputs; and (d) decline to perform any further Services until all outstanding amounts are paid in full.

17.2 Acceleration.

Upon Client's failure to cure a payment default within the applicable cure period, or upon an event of Client insolvency as described in Section 16.3(b), all remaining non-cancelable Fees for the balance of the applicable Order Term automatically accelerate and become immediately due and payable, without further notice or demand, as liquidated damages and not as a penalty, the Parties having agreed that the actual damages from such default would be difficult to ascertain and that the foregoing represents a reasonable estimate thereof.

17.3 Costs of Collection.

Client will reimburse JIL for all costs of collection, including reasonable attorneys' fees, court costs, collection agency fees, and related expenses, incurred by JIL in enforcing its rights under this Agreement or collecting any overdue amount.

17.4 Reinstatement.

Any reinstatement of Services following suspension or termination for non-payment is at JIL's sole discretion and is conditioned upon (a) payment of all outstanding amounts (including interest, late fees, and costs of collection); (b) payment of a reinstatement fee equal to one (1) month of applicable recurring Fees; and (c) execution of any additional security or credit support reasonably required by JIL.

17.5 Injunctive Relief.

In addition to all other remedies, JIL is entitled to seek and obtain equitable relief, including specific performance and temporary, preliminary, and permanent injunctive relief, to enforce Client's obligations under Article VIII (Intellectual Property), Article IX (License Grant), Article X (Confidentiality), and Section 5.4 (Prohibited Uses), without the requirement of posting a bond and without waiver of any other remedy.

ARTICLE XVIII

AUDIT RIGHTS

18.1 JIL Audit of Client Use.

JIL may, upon at least fifteen (15) business days' prior written notice and no more than once per calendar year (unless JIL reasonably suspects a breach, in which case no such frequency limitation applies), audit Client's use of the Services to verify compliance with this Agreement, including use within the Permitted Purpose, volume limits, Authorized User limits, territorial limits, and restrictions in Section 5.4 and Article IX. Client will cooperate with such audit, including by providing access to records, systems, and personnel reasonably required. If an audit reveals usage in excess of authorized volumes or entities, Client will pay the applicable Fees for such excess usage, plus interest under Section 4.7, and, if the excess exceeds five percent (5%), Client will reimburse JIL's reasonable audit costs.

18.2 Client Audit of JIL (Security).

No more than once per calendar year (unless a Security Incident has occurred or is reasonably suspected), Client may, at its expense and upon at least thirty (30) days' prior written notice, conduct a remote audit of JIL's

compliance with Exhibit D and the Business Associate Agreement, which audit will consist of (a) a review of the most recent third-party audit reports made available by JIL (including SOC 2 Type II, HITRUST, or equivalent) under an appropriate confidentiality agreement, and (b) a written questionnaire. On-site audits, penetration tests, or direct inspection of JIL infrastructure are not permitted except as required by applicable Law applicable to a regulated Client.

ARTICLE XIX

FORCE MAJEURE

19.1 Force Majeure Events.

Neither Party is liable for any delay or failure to perform (other than a failure to pay amounts due) to the extent caused by a Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected Party, including acts of God, natural disasters, war, terrorism, civil unrest, government action, labor disputes, utility or telecommunications failures, pandemic or epidemic, internet or third-party cloud infrastructure failures, and denial-of-service or other malicious cyber activity. The affected Party will promptly notify the other Party of the Force Majeure Event and use commercially reasonable efforts to mitigate its effects.

19.2 Prolonged Force Majeure.

If a Force Majeure Event continues for more than sixty (60) consecutive days and materially impairs JIL's ability to provide the affected Services, either Party may terminate the affected Order Form upon written notice, with no liability other than payment of Fees accrued through the effective date of termination.

ARTICLE XX

COMPLIANCE WITH LAWS

20.1 General.

Each Party will comply with all applicable Laws in performing its obligations and exercising its rights under this Agreement. Without limitation, Client acknowledges that Client is responsible for determining whether the Services satisfy any specific regulatory, legal, or accreditation requirement of Client's industry or business, and for obtaining any approvals, licenses, certifications, or consents required for Client's use of the Services.

20.2 Healthcare Compliance.

The Parties intend that this Agreement and the Services comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), the Physician Self-Referral Law, 42 U.S.C. § 1395nn, the federal False Claims Act, 31 U.S.C. § 3729 et seq., the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, and applicable state counterparts. The Fees set forth in each Order Form have been negotiated in arm's-length, bona fide transactions, are consistent with fair market value for the Services rendered, and are not determined in any manner that takes into account the volume

or value of any referrals or business otherwise generated between the Parties, except as expressly permitted under applicable Law.

20.3 Export Controls.

Client will not export, re-export, or transfer, directly or indirectly, any component of the JIL Platform or any technical data received from JIL in violation of U.S. or other applicable export control or sanctions Laws, including the Export Administration Regulations and the regulations of the Office of Foreign Assets Control.

20.4 Anti-Corruption.

Each Party will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and other applicable anti-corruption Laws, and will not offer, promise, give, or authorize any improper payment or thing of value to any person to obtain or retain business or any improper advantage.

ARTICLE XXI

DISPUTE RESOLUTION

21.1 Governing Law.

This Agreement is governed by, and will be construed in accordance with, the laws of the State of Delaware, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.2 Informal Resolution.

The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal discussions between designated representatives for a period of thirty (30) days before initiating any formal proceeding; provided that this Section does not preclude either Party from seeking immediate injunctive or equitable relief under Section 8.7 or Section 17.5.

21.3 Binding Arbitration.

Any dispute not resolved under Section 21.2 will be finally resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect, before a panel of three (3) arbitrators (one appointed by each Party and the third by the two Party-appointed arbitrators). The seat of arbitration is Wilmington, Delaware. The arbitration will be conducted in English. Judgment upon the award may be entered in any court of competent jurisdiction. The arbitrators have no authority to award punitive or exemplary damages or damages excluded under Article XIV. Each Party bears its own costs and attorneys' fees, except that the prevailing Party is entitled to recover reasonable attorneys' fees and costs to the extent permitted by Section 17.3 or applicable Law. Notwithstanding the foregoing, either Party may bring an action in any court of competent jurisdiction solely for injunctive or equitable relief to protect its Intellectual Property Rights, Confidential Information, or pending the outcome of arbitration.

21.4 Waiver of Class Action.

The Parties waive any right to participate in a class, collective, or representative action against one another. All disputes must be brought on an individual basis.

21.5 Waiver of Jury Trial.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE XXII

NOTICES

22.1 Form and Delivery.

All notices under this Agreement must be in writing and delivered by (a) personal delivery, (b) nationally recognized overnight courier, (c) certified U.S. mail, return receipt requested, or (d) email with confirmation of receipt, to the addresses set forth on the signature page or to such other address as a Party may designate by written notice. Legal notices to JIL must be copied to JIL's General Counsel at legal@jilsovereign.com. Notices are deemed given upon receipt (for personal delivery or courier), three (3) business days after mailing (for certified mail), or upon confirmation of receipt (for email).

ARTICLE XXIII

GENERAL PROVISIONS

23.1 Independent Contractors.

The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship. Neither Party has authority to bind the other.

23.2 Assignment.

Client may not assign or transfer this Agreement or any right or obligation hereunder, by operation of law or otherwise, without JIL's prior written consent. Any attempted assignment in violation of this Section is void. A change of control of Client (including merger, acquisition, or sale of substantially all assets) constitutes an assignment requiring JIL's consent. JIL may assign this Agreement (a) to an Affiliate, (b) in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or (c) to a successor entity, in each case without Client's consent. Subject to the foregoing, this Agreement binds and benefits the Parties and their permitted successors and assigns.

23.3 Entire Agreement.

This Agreement, together with all Exhibits, Schedules, Statements of Work, Order Forms, and the Business Associate Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written. Any "click-through," "shrink-wrap," or purchase order terms submitted by Client are of no force or effect,

even if accepted by JIL, except for the identification of Services and quantities and any terms expressly stated on an Order Form that modify this Agreement only as between the Parties for that Order Form.

23.4 Amendments.

No amendment, modification, or waiver of this Agreement is effective unless in writing and signed by authorized representatives of both Parties.

23.5 Severability.

If any provision of this Agreement is held invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid and enforceable, and the remainder of the Agreement will continue in full force and effect.

23.6 Waiver.

No waiver by either Party of any breach will be deemed a waiver of any prior or subsequent breach.

23.7 No Third-Party Beneficiaries.

This Agreement is for the benefit of the Parties and their permitted successors and assigns only, and confers no rights on any other person, except that JIL Indemnitees and Client Indemnitees are third-party beneficiaries of the indemnification provisions in Article XIII as applicable.

23.8 Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and electronically delivered signatures (including DocuSign, PDF, and e-mail) are deemed originals.

23.9 Publicity.

Neither Party may use the other Party's name, logo, or trademarks in marketing materials, press releases, or customer lists without the other Party's prior written consent, except that JIL may list Client as a customer on its website and in investor and marketing materials in a manner consistent with industry custom, subject to Client's reasonable brand guidelines communicated in writing.

23.10 Interpretation.

Each Party and its counsel have participated in drafting this Agreement. No rule of construction resolving ambiguity against the drafting Party applies.

23.11 Further Assurances.

Each Party will execute such further documents and take such further actions as the other Party reasonably requests to effectuate the purposes of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Master Services and Data Protection Agreement to be executed by their duly authorized representatives as of the Effective Date.

JIL: JIL Sovereign Technologies, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Notice Address:

Address: _____
Attention: _____
Email: _____

CLIENT: [CLIENT LEGAL NAME]

By: _____
Name: _____
Title: _____
Date: _____

Notice Address:

Address: _____
Attention: _____
Email: _____

EXHIBIT A

DESCRIPTION OF SERVICES; ORDER FORM TEMPLATE

1. Purpose. This Exhibit A sets forth a description of the Services and a template Order Form. Each Order Form, once executed by both Parties, is incorporated into the Agreement.

2. Service Descriptions. The product-line descriptions in Section 2.2 of the Agreement are incorporated herein by reference.

3. Form of Order Form. Each Order Form will contain, at a minimum, the following fields:

- Client legal name and notice address
- Order Form effective date and Order Term
- Services ordered (product lines, SKUs, tiers)
- Deployment Mode (JIL-hosted, Client-hosted, hybrid, Sovereign Stack tier)
- Scope (entities, volumes, territories, lines of business, permitted use cases)
- Implementation milestones and acceptance criteria
- Service Levels applicable under Exhibit E
- Fees: implementation fees, subscription fees, usage-based fees, Recovery Fees, Minimum Commitments
- Invoicing cadence and payment terms
- Special provisions, if any
- Authorized signatories

EXHIBIT B

FEES SCHEDULE

1. Overview. Fees for each Service are set forth in the applicable Order Form. The following summarizes the Fee categories and standard pricing frameworks; specific amounts, volumes, and terms are set forth in each Order Form.

2. Asset Intelligence Service (self-serve).

- Standard tier: \$1,495 per report, 72-hour turnaround
- Expedited tier: \$2,995 per report, 48-hour turnaround
- Priority tier: \$7,995 per report, 24-hour turnaround
- Volume pricing available for enterprise purchasers pursuant to separate Order Form

3. Pre-Settlement Service.

- Implementation fee: \$25,000 to \$75,000, based on complexity of integration
- Transaction-based fee: 35 to 90 basis points of inspected transaction value, tiered by volume
- Minimum annual commitment as specified in Order Form

4. Retroactive Recovery Service.

- Base service fee as specified in Order Form, plus Recovery Fee equal to the greater of 5 basis points of reviewed claims or ten percent (10%) of Net Recoveries
- Recovery Fee obligation survives termination for recoveries realized within twenty-four (24) months after the Order Term

5. Wallet Intelligence Engine (per-check).

- \$0.12 to \$0.50 per check, tiered by monthly volume and subscription commitment

6. Sovereign Stack Enterprise Deployment.

- Tier I: \$2,000,000 per year
- Tier II: \$12,000,000 per year
- Tier III: \$40,000,000 per year
- Implementation, professional services, and optional FedRAMP/StateRAMP accommodations priced separately

7. Secure Document Vault.

- Tiered annual subscription from \$500 to \$12,000 per year per organizational unit

8. Professional Services.

Professional Services are charged on a time-and-materials or fixed-fee basis as specified in the applicable Statement of Work.

9. Invoicing.

Unless otherwise specified in the Order Form: implementation fees invoiced 50% on Order Form execution and 50% on go-live; subscription fees invoiced annually in advance; usage-based fees and Recovery Fees invoiced monthly in arrears; professional services invoiced monthly in arrears.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Business Associate Agreement (this "**BAA**") is entered into as of the Effective Date of the Agreement between **JIL Sovereign Technologies, Inc.** ("**Business Associate**") and **[CLIENT LEGAL NAME]** ("**Covered Entity**" or "**Client**"), and is attached to and incorporated into the Master Services and Data Protection Agreement (the "**Agreement**"). Capitalized terms used but not defined in this BAA have the meanings set forth in HIPAA.

1. Definitions.

Terms used but not otherwise defined in this BAA have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. "PHI" means Protected Health Information, limited to the PHI created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to the Agreement.

2. Permitted Uses and Disclosures by Business Associate.

Business Associate may use or disclose PHI only (a) as necessary to perform the Services as permitted by the Agreement and this BAA; (b) for the proper management and administration of Business Associate; (c) to carry out Business Associate's legal responsibilities; (d) to provide Data Aggregation services as permitted under 45 C.F.R. § 164.504(e)(2)(i)(B); (e) as required by Law; and (f) to de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as Aggregated Data under Section 6.5 of the Agreement. Any disclosure of PHI for the proper management and administration of Business Associate must be (i) required by Law, or (ii) made with reasonable assurances from the recipient that the PHI will be held confidentially, used only as permitted, and breaches of confidentiality will be reported.

3. Obligations of Business Associate.

- Not use or further disclose PHI other than as permitted by this BAA or required by Law
- Implement and maintain administrative, physical, and technical safeguards consistent with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI
- Report to Covered Entity any Security Incident involving ePHI, any use or disclosure of PHI not permitted by this BAA, and any Breach of Unsecured PHI, without unreasonable delay and in no event later than the timelines in Section 5 of this BAA
- Ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to restrictions and conditions at least as restrictive as those that apply to Business Associate under this BAA
- Make PHI maintained in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524
- Make amendments to PHI in a Designated Record Set as directed by Covered Entity in accordance with 45 C.F.R. § 164.526
- Make available, at Covered Entity's request, the information required to provide an accounting of disclosures under 45 C.F.R. § 164.528

- To the extent Business Associate is to carry out a Covered Entity obligation under the HIPAA Privacy Rule, comply with the requirements that apply to the Covered Entity in performing such obligation
- Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA

4. Permitted Purposes; Minimum Necessary.

Business Associate will limit its uses and disclosures of PHI to the minimum necessary to perform the Services or as otherwise permitted under this BAA.

5. Breach Notification.

Business Associate will notify Covered Entity in writing of any Breach of Unsecured PHI (as those terms are defined in 45 C.F.R. § 164.402) without unreasonable delay, and in no event later than five (5) business days after discovery. Such notice will include, to the extent known and as promptly as practicable: (a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed; (b) a description of what happened; (c) the types of PHI involved; (d) the steps individuals should take to protect themselves; (e) the steps Business Associate is taking to investigate, mitigate, and prevent recurrence; and (f) contact information. Business Associate will cooperate with Covered Entity's obligations under 45 C.F.R. §§ 164.404 and 164.410. Where the Breach is caused solely by Business Associate's violation of this BAA, Business Associate will bear the reasonable and documented costs of notification required by HIPAA, subject to Article XIV of the Agreement.

6. Security Incident Reporting.

The Parties acknowledge that Unsuccessful Security Incidents (such as pings, port scans, denial-of-service attempts, log-on attempts, and similar unsuccessful attempts that do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI) occur with high frequency. Business Associate's reports of such Unsuccessful Security Incidents are satisfied by this paragraph and no separate notification is required. Business Associate will report successful Security Incidents in accordance with Section 5.

7. Obligations of Covered Entity.

- Notify Business Associate of any limitation(s) in its Notice of Privacy Practices that may affect Business Associate's use or disclosure of PHI
- Notify Business Associate of any changes in, or revocation of, authorizations by individuals that affect permitted uses and disclosures
- Notify Business Associate of any restriction on the use or disclosure of PHI agreed to by Covered Entity under 45 C.F.R. § 164.522
- Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity

8. Term; Termination.

This BAA is effective as of the Effective Date and terminates on the later of (a) the termination of the Agreement or (b) the date Business Associate returns or destroys all PHI. Upon termination, Business Associate will, if feasible, return or destroy all PHI in its possession and retain no copies; where return or destruction is not feasible, Business Associate will extend the protections of this BAA to such PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

9. Relationship to Agreement.

This BAA is part of the Agreement. In the event of a conflict between this BAA and the Agreement with respect to PHI, this BAA controls. In all other respects, the Agreement controls.

EXHIBIT D

SECURITY CONTROLS AND TECHNICAL SAFEGUARDS

- 1. Governance.** JIL maintains a written information security program aligned with NIST SP 800-53, HITRUST CSF, and SOC 2 Trust Services Criteria. The program is reviewed annually and on the occurrence of material changes.
- 2. Access Controls.** Role-based access controls, least-privilege provisioning, multi-factor authentication for all administrative access, periodic access reviews, and prompt deprovisioning upon role change or separation.
- 3. Encryption.** Encryption in transit using TLS 1.2 or higher (with stronger configurations where supported); encryption at rest using AES-256 or equivalent; cryptographic primitives on the JIL L1 Network include Ed25519 plus Dilithium-III hybrid signatures, ML-DSA-65 post-quantum signatures, and Kyber key encapsulation.
- 4. Key Management.** Keys are generated, stored, and managed in hardware security modules or cloud-managed key services meeting FIPS 140-2 Level 2 or higher; separation of duties for key operations.
- 5. Network Security.** Segmented network architecture, perimeter firewalls, intrusion detection and prevention, web application firewalls, DDoS protection, and egress restrictions for In-Environment Deployments.
- 6. Logging and Monitoring.** Centralized logging of authentication events, administrative actions, and data access; log retention consistent with regulatory and contractual requirements; security information and event management with 24x7 monitoring.
- 7. Vulnerability Management.** Continuous vulnerability scanning, quarterly internal penetration testing, at least annual third-party penetration testing, and remediation per the following severity timelines: Critical within seven (7) days; High within thirty (30) days; Medium within ninety (90) days; Low within the next maintenance cycle.
- 8. Personnel Security.** Background checks, confidentiality and intellectual property assignments, annual security awareness and HIPAA training, and role-specific training for privileged users.
- 9. Incident Response.** Documented incident response plan, trained response team, tabletop exercises at least annually, and coordinated communications with affected customers.
- 10. Business Continuity.** Documented business continuity and disaster recovery plans with annual testing; recovery time objective and recovery point objective as specified in Exhibit E.
- 11. Audits and Certifications.** JIL maintains SOC 2 Type II. JIL is pursuing or maintains HITRUST, FedRAMP (at the level required by Order Forms), and such other certifications as specified in Order Forms.
- 12. Data Residency.** Unless otherwise specified in an Order Form, Client Data is hosted in U.S. data centers operated by leading cloud providers. JIL will give notice of and obtain Client consent before any change to material data residency.

EXHIBIT E

SERVICE LEVEL AGREEMENT

1. Availability. Monthly uptime for the JIL-hosted production environment (excluding Planned Maintenance and Excused Downtime) of at least 99.9%, measured as: (Total Minutes in Month minus Excused Downtime minus Unavailable Minutes) divided by (Total Minutes in Month minus Excused Downtime).

2. Service Credits. If monthly availability falls below 99.9%, Client is entitled to service credits as a percentage of the monthly subscription Fee for the affected Service, as follows: 99.0% to 99.89% - 5% credit; 98.0% to 98.99% - 10% credit; below 98.0% - 25% credit. Service credits are Client's sole and exclusive remedy for availability failures, except in the case of material uncured service level failure giving rise to a termination right under Section 16.3 of the Agreement.

3. Support Hours and Channels. Business Hours Support: Monday to Friday, 8:00 AM to 8:00 PM Central Time, excluding U.S. federal holidays, via email to support@jilsovereign.com and via web ticket portal. 24x7 Critical Incident Support: via dedicated incident phone line issued to Authorized Users.

4. Severity Levels and Response Targets. Severity 1 (Production Down): initial response within one (1) hour; continuous engagement until restoration. Severity 2 (Major Function Impaired): initial response within four (4) business hours; resolution or workaround within two (2) business days. Severity 3 (Minor Function Impaired): initial response within one (1) business day; resolution in next maintenance cycle. Severity 4 (Request or Question): initial response within three (3) business days.

5. Planned Maintenance. JIL may perform Planned Maintenance with at least seventy-two (72) hours' prior notice (or shorter notice in case of urgent security patching), preferably during off-peak hours. Planned Maintenance is excluded from availability calculations.

6. Excused Downtime. Excused Downtime includes (a) Force Majeure Events, (b) outages caused by Client, its agents, or its systems, (c) third-party cloud provider outages not attributable to JIL, (d) emergency security maintenance, and (e) any suspension permitted under the Agreement.

7. RTO and RPO. For the JIL-hosted production environment, recovery time objective of four (4) hours and recovery point objective of one (1) hour, measured from declaration of a disaster event.

8. Claiming Service Credits. Client must request service credits in writing within thirty (30) days after the end of the affected month. Unclaimed credits are forfeited. Service credits are applied against future invoices and are not refundable in cash except upon termination where the Agreement expressly provides for a refund.

EXHIBIT F

DEPLOYMENT ARCHITECTURE

1. Deployment Modes. The Services may be provided in one or more of the following Deployment Modes, as specified in each Order Form:

(a) JIL-Hosted SaaS. The JIL Platform is hosted by JIL in its cloud environment. Client accesses the Services via API and web dashboards. Client Data is transmitted to and processed by JIL.

(b) Client-Hosted (In-Environment) Deployment. Designated components of the JIL Platform are deployed within Client's infrastructure or a Client-designated cloud account. Components are delivered as signed container images or virtual appliances with integrity attestation. The JIL Platform retains connectivity to a JIL-managed control plane for licensing, updates, telemetry, monitoring, threat intelligence, and integrity enforcement. Client's operational hosting of such components does not transfer ownership, does not grant source-code access, and does not authorize modification, extraction, or relocation of any component.

(c) Hybrid Deployment. A combination of JIL-hosted and Client-hosted components, as specified in the Order Form. Sensitive data processing may occur within Client's environment; aggregated telemetry, model management, and threat intelligence remain JIL-managed.

(d) Sovereign Stack. A dedicated, enterprise-grade deployment of the JIL Platform at the tier specified. Sovereign Stack deployments include dedicated infrastructure, enhanced isolation, and customized integration. Sovereign Stack does not convey any source-code license or intellectual property ownership.

2. Client Infrastructure Requirements. Where an In-Environment Deployment applies, Client will provision compute, storage, networking, identity integration, and observability meeting the specifications in the Documentation. JIL may refuse to deploy, or may require remediation, if Client's environment does not meet the minimum specifications.

3. Updates; Patches; Versioning. JIL will provide updates and patches in accordance with its standard release cadence and with emergency patches for critical vulnerabilities. Client must apply such updates within the windows specified by JIL. Failure to apply updates within the specified window may result in suspension of support, suspension of Services, or termination under the Agreement.

4. Integrity Controls. Components of the JIL Platform verify their own integrity via cryptographic attestation. Tampering, unauthorized modification, or operation outside the JIL-managed control plane will cause affected components to refuse to operate and will constitute a material breach of the Agreement.

[End of Master Services and Data Protection Agreement and Exhibits]