

JOROMI AI

ENTERPRISE SUBSCRIPTION AGREEMENT

Governing Access to and Use of the JOROMI AI Enterprise Operating System

Version [●] — Effective as of 14th July 202

This document is designed to be read together with the applicable Order Form, Master Subscription Agreement, Enterprise Services Agreement, Service Level Agreement, Data Processing Agreement, and Privacy Policy.

1. Introduction and Purpose

This Subscription Agreement (this “Agreement”) governs access to and use of the JOROMI AI Enterprise Operating System, including its AI Agents, Multi-Agent Systems, AI Agent Studio, Workflow Automation, Enterprise Search, Knowledge Management, Document Intelligence, AI Copilots, Business Intelligence, Analytics, Governance and Compliance tooling, APIs, Identity and Access Management, Cloud Infrastructure, Retrieval-Augmented Generation capabilities, Enterprise Knowledge Bases, and AI Automation Studio (collectively, and together with related Documentation and Support Services, the “Services”), made available by Joromi Technologies Inc. or its applicable contracting Affiliate (“JOROMI AI,” “we,” “us,” or “our”) to the customer identified in the applicable Order Form (“Customer,” “you,” or “your”).

Relationship with Related Documents. This Agreement is entered into in connection with, and should be read together with, one or more Order Forms executed by the parties, and, where applicable, a Master Subscription Agreement (“MSA”) or Enterprise Services Agreement (“ESA”), a Service Level Agreement (“SLA”), a Data Processing Agreement (“DPA”), a Privacy Policy, an Acceptable Use Policy, and Security Documentation (collectively, the “Related Documents”). Where an Order Form or a separately negotiated MSA or ESA exists between the parties, that document governs the commercial relationship generally, and this Agreement supplies the detailed terms applicable specifically to subscription access to the Services. Section 25 (Order of Precedence) governs how conflicts among these documents are resolved.

Scope of the Subscription. Customer's rights under this Agreement are limited to the specific Services, Usage Limits, and Subscription Term identified in the applicable Order Form. Nothing in this Agreement should be read as granting rights to Services, features, or usage volumes not identified in an Order Form then in effect.

Enterprise Licensing Model. The Services are licensed, not sold, on a subscription basis calculated according to the pricing model, user counts, consumption tiers, or combination thereof specified in the applicable Order Form, as further described in Section 4 (Subscription Plans) and Annex I.

Cloud Delivery Model. The Services are hosted and delivered on a multi-tenant or, where purchased, dedicated-tenant cloud infrastructure operated by JOROMI AI or its infrastructure providers, and are accessed by Customer and its Authorized Users over the internet rather than installed on Customer's own systems, except to the extent any on-premises or hybrid deployment option is separately purchased and described in the applicable Order Form.

AI Platform Services. Because the Services incorporate AI Systems that generate AI Output in response to AI Prompts and automated triggers, this Agreement includes a dedicated Section 12 (AI Services and Responsible AI) describing the particular terms, disclaimers, and responsibilities that apply to AI-enabled functionality, which apply in addition to the general terms of this Agreement.

2. Definitions

Capitalized terms used in this Agreement have the meanings set out below, or, where not defined in this Agreement, the meanings given in the applicable Order Form or Related Documents.

"Account" means the registration record created for the Customer, or for an individual Authorized User, to access the Services.

"Administrator" means an Authorized User designated by the Customer with elevated permissions to configure Workspaces, manage other Authorized Users, and administer Account-level settings.

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, for so long as such control exists.

"AI System" means the machine learning models, large language models, retrieval and orchestration frameworks, and related software components made available through the Services that generate, classify, retrieve, summarize, or otherwise process content to produce AI Output.

"AI Output" means any content, prediction, classification, summary, recommendation, code, or other material generated by an AI System in response to an AI Prompt or as part of an automated workflow or agentic task.

"AI Prompt" means any instruction, query, document, or other input submitted to an AI System, whether directly by an Authorized User or programmatically through a workflow, in order to obtain AI Output.

"Authorized User" means an employee, contractor, or agent of Customer, or another individual whom Customer has authorized to access and use the Services under Customer's Account, subject to the Usage Limits set out in the applicable Order Form.

"Customer" means the entity identified as the customer in the applicable Order Form.

"Customer Data" means all data, content, files, and information submitted to, or generated within, the Services by or on behalf of Customer, including any Personal Data contained therein, as further addressed in the DPA.

"Confidential Information" has the meaning given in Section 15 (Confidentiality).

"Documentation" means the user guides, administrator guides, API documentation, and other materials describing the use and functionality of the Services, as made available or updated by JOROMI AI from time to time.

"Enterprise Services" means the enhanced tier of Services, including dedicated infrastructure options, advanced governance and compliance tooling, premium support, and expanded Usage Limits, made available under Enterprise or Government subscription plans as described in Section 4 and Annex I.

"Fees" means all amounts payable by Customer for the Services, including Subscription Fees, usage-based charges, AI consumption charges, and Professional Services fees, as set out in the applicable Order Form.

"Order Form" means an ordering document, quote, or online purchase confirmation referencing this Agreement and specifying the Services purchased, Subscription Term, Fees, and Usage Limits applicable to Customer.

"Platform" means the JOROMI AI Enterprise Operating System, including its underlying Software, AI Systems, and Cloud Infrastructure, through which the Services are delivered.

"Professional Services" means implementation, configuration, integration, training, or other consulting services provided by JOROMI AI to Customer, whether under this Agreement, a separate statement of work, or an Order Form.

"Services" has the meaning given in Section 1.

"Software" means any proprietary software, including client applications, connectors, or software development kits, made available by JOROMI AI to Customer in connection with the Services.

"Subscription" means Customer's right to access and use the Services during the Subscription Term, subject to the terms of this Agreement and the applicable Order Form.

"Subscription Term" means the initial term and any renewal term during which Customer's Subscription is in effect, as specified in the applicable Order Form and described in Section 8.

"Usage Limits" means the limits on Authorized User counts, storage, API call volumes, AI consumption credits, Workspace counts, or other consumption metrics applicable to Customer's Subscription, as specified in the applicable Order Form and Annex I.

"Workspace" means a configurable environment within Customer's Account in which Authorized Users organize Customer Data, AI Agents, and workflows.

"Support Services" means the technical support services made available to Customer as described in Section 14 and Annex IV.

"Service Level Agreement" or "SLA," means the document describing JOROMI AI's availability commitments and service credit remedies, as set out in Annex III or a separately referenced SLA document.

"Force Majeure" has the meaning given in Section 24.8.

"Intellectual Property Rights" means all patent, copyright, trademark, trade secret, moral rights, and other intellectual property rights recognized in any jurisdiction worldwide, whether registered or unregistered.

3. Subscription Services

Subject to the terms of this Agreement and the applicable Order Form, JOROMI AI will make available to Customer the Services purchased under that Order Form, which may include, depending on the subscription tier selected:

- AI Agent Studio, for the design, configuration, and deployment of AI Agents and Multi-Agent Systems;
- Workflow Automation, for the creation of automated business processes triggered by events, schedules, or AI Agent actions;
- Enterprise Search, for federated search across connected data sources and Enterprise Knowledge Bases;
- Knowledge Management tools, including Enterprise Knowledge Bases and Retrieval-Augmented Generation pipelines;
- Document Intelligence, for extraction, classification, and summarization of enterprise documents;
- AI Copilots, for conversational and task-based assistance embedded within the Services and supported integrations;
- Analytics and Business Intelligence dashboards derived from Customer Data and platform usage;
- Governance, Compliance, and audit tooling, including AI Output logging and approval workflows;
- Application Programming Interfaces (APIs) for programmatic access to supported functionality;
- Integrations with supported third-party applications and data sources;

- Identity and Access Management, including support for Single Sign-On and role-based permissions;
- Cloud Hosting on multi-tenant or, where purchased, dedicated infrastructure;
- Developer features, including sandbox environments and API credentials for supported plans; and
- Enterprise Administration tools and Security Features, including audit logs, data residency configuration, and session controls.

The specific functionality, Usage Limits, and configurability of the foregoing features depend on the subscription tier purchased by Customer, as described in Section 4 and Annex I. JOROMI AI may introduce, modify, or retire specific features from time to time, provided that JOROMI AI will not materially reduce the core functionality of a purchased tier during a then-current Subscription Term without providing reasonable notice to Customer.

4. Subscription Plans

JOROMI AI offers the following subscription plans, the features, Usage Limits, and pricing of which are further described in Annex I and the applicable Order Form:

- Starter — designed for small teams evaluating the Platform, with limited Authorized User counts, storage, and AI consumption credits;
- Professional — designed for growing teams, with expanded Usage Limits, additional integrations, and standard support;
- Business — designed for mid-market organizations, with advanced governance tooling, higher API quotas, and priority support;
- Enterprise — designed for large organizations, with dedicated infrastructure options, advanced security and compliance features, custom Usage Limits, and premium support as described in Section 14;
- Government — designed for public sector customers, incorporating applicable government contracting terms, data residency commitments, and compliance features as agreed in the applicable Order Form;
- Education — designed for accredited educational institutions, subject to eligibility verification and the pricing set out in the applicable Order Form;
- Nonprofit — available, where offered, to qualifying nonprofit organizations subject to eligibility verification; and
- Custom Enterprise Agreements — individually negotiated arrangements for organizations with requirements exceeding standard plan tiers, as set out in a separately negotiated Order Form or ESA.

Feature allocation, Authorized User licensing, storage limits, API quotas, AI consumption credits (where applicable), and available enterprise add-ons for each plan are set out in Annex I, as may be updated by JOROMI AI from time to time for new Subscriptions. Changes to Annex I will not reduce the Usage Limits or features purchased under an Order Form already in effect during its then-current Subscription Term.

5. License Grant

Subject to Customer's compliance with this Agreement and payment of applicable Fees, JOROMI AI grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services

during the Subscription Term, solely for Customer's internal business purposes and solely by Authorized Users, in accordance with the Documentation and the Usage Limits set out in the applicable Order Form.

This license is granted worldwide, except to the extent Customer's use is restricted by applicable export control or sanctions laws, or limited to a specific territory or data residency region agreed in the applicable Order Form.

No rights are granted other than those expressly set out in this Agreement. JOROMI AI and its licensors reserve all rights not expressly granted, and no implied licenses are granted by estoppel, course of dealing, or otherwise. Customer acquires no ownership interest in the Platform, the Software, any AI System, or any related Intellectual Property Rights under this Agreement.

6. User Accounts and Administration

Registration. Customer shall provide accurate and complete information when registering Accounts for itself and its Authorized Users, and shall promptly update such information as necessary to keep it accurate.

Administrators. Customer shall designate one or more Administrators responsible for provisioning and de-provisioning Authorized User Accounts, configuring Workspace-level permissions, and managing Account-level security settings, including multi-factor authentication requirements and Single Sign-On configuration where applicable.

Authentication and Credentials. Customer and its Authorized Users are responsible for maintaining the confidentiality of Account credentials, enabling multi-factor authentication where made available, and promptly notifying JOROMI AI of any suspected unauthorized access to an Account.

Identity Federation and SSO. Where Customer configures Single Sign-On or other identity federation with its own identity provider, Customer is responsible for the accuracy and security of that identity provider's configuration, including the provisioning and de-provisioning of Authorized User access consistent with Customer's personnel changes.

Customer Responsibility for Account Activity. Customer is responsible for all activities that occur under its Accounts, whether or not Customer has knowledge of such activities, except to the extent such activities result from JOROMI AI's breach of this Agreement. Customer shall promptly notify JOROMI AI of any known or suspected misuse of an Account or breach of security relating to the Services.

7. Fees, Billing, and Payment

Subscription Fees and Usage-Based Pricing. Customer shall pay all Fees set out in the applicable Order Form, which may include fixed Subscription Fees, usage-based charges calculated by reference to Usage Limits exceeded during a billing period, and AI consumption charges calculated by reference to AI credits or tokens consumed, as applicable to the purchased plan.

Professional Services Fees. Fees for any Professional Services are set out in the applicable Order Form or statement of work and are payable in accordance with the milestones or timeline specified therein.

Taxes. Fees are exclusive of applicable taxes, levies, duties, or similar governmental assessments, other than taxes based on JOROMI AI's net income, and Customer is responsible for payment of all such amounts, except where Customer provides a valid tax exemption certificate.

Currency and Payment Methods. Fees are payable in the currency specified in the applicable Order Form, by the payment method agreed between the parties, which may include credit card, ACH, wire transfer, or invoiced payment terms for qualifying Enterprise customers.

Invoicing and Late Payments. Invoiced amounts are due within the payment term specified in the applicable Order Form (or, if none is specified, within thirty (30) days of the invoice date). Amounts not paid when due may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, and Customer shall reimburse JOROMI AI's reasonable costs of collection, including reasonable attorneys' fees, incurred in pursuing overdue amounts.

Price Adjustments and Renewal Pricing. JOROMI AI may adjust its list pricing for future Subscription Terms, provided that any such adjustment will not apply to a then-current Subscription Term and will be communicated to Customer with reasonable notice prior to any renewal to which it applies, as further described in Section 8.

Refunds. Except as expressly set out in this Agreement, the applicable Order Form, or as required by applicable law, Fees are non-refundable and non-cancelable once paid, including in the event of partial use of a Subscription Term.

8. Subscription Term and Renewal

Initial Term. Customer's Subscription commences on the start date specified in the applicable Order Form and continues for the initial term specified therein (the "Initial Term").

Renewal. Unless otherwise specified in the applicable Order Form, each Subscription automatically renews for successive renewal terms equal in length to the Initial Term (each, a "Renewal Term," and together with the Initial Term, the "Subscription Term"), unless either party provides written notice of non-renewal at least the number of days prior to the end of the then-current term specified in the applicable Order Form (or, if none is specified, at least thirty (30) days prior to the end of the then-current term).

Renewal Pricing. Fees for a Renewal Term will be JOROMI AI's then-current list pricing for the purchased plan and Usage Limits, unless the parties agree otherwise in writing or a different renewal pricing mechanism is specified in the applicable Order Form.

Upgrades, Downgrades, and Mid-Term Changes. Customer may request an upgrade to a higher subscription tier or additional Usage Limits at any time, which will take effect upon JOROMI AI's acceptance and payment of any applicable additional Fees, prorated for the remainder of the then-current Subscription Term unless otherwise agreed. Downgrades and reductions in Usage Limits generally take effect at the start of the next Renewal Term, except as otherwise expressly agreed by the parties in writing.

Early Termination. Termination of this Agreement or an Order Form prior to the end of the applicable Subscription Term is governed by Section 18 (Termination).

9. Customer Responsibilities

In addition to its other obligations under this Agreement, Customer shall:

- use the Services only for lawful purposes and in accordance with this Agreement, the Documentation, and the Acceptable Use Policy set out in Section 10;
- ensure the accuracy of Customer Data submitted to the Services and promptly correct known inaccuracies where feasible;
- configure the security, access control, and data residency settings made available through the Services in a manner appropriate to Customer's own risk profile and legal obligations;
- manage Authorized User provisioning and de-provisioning in a timely manner, including promptly removing access for personnel who no longer require it;
- maintain reasonable backup practices for any Customer Data that Customer does not wish to rely on the Services alone to preserve;
- comply with all applicable laws and regulations in its use of the Services, including applicable export control and economic sanctions laws, and represent that neither Customer nor its Authorized Users are located in, or ordinarily resident in, a country or region subject to comprehensive sanctions, nor identified on any applicable restricted party list, except as authorized under an applicable license or exemption;
- maintain internal governance processes appropriate to its use of AI Agents and AI Output, consistent with Section 12;
- adopt acceptable AI usage practices within its organization consistent with the Acceptable Use Policy and Section 12; and
- protect the confidentiality of Account credentials, API keys, and access tokens issued in connection with the Services, and promptly rotate or revoke any that may have been compromised.

10. Acceptable Use Policy

Customer shall not, and shall not permit any Authorized User or third party to, in connection with the Services:

- engage in any illegal activity, or use the Services to violate any applicable law or third-party right;
- upload, transmit, or execute any virus, malware, ransomware, or other malicious code;
- conduct penetration testing, vulnerability scanning, or other security testing of the Services without JOROMI AI's prior written authorization;
- reverse engineer, decompile, or disassemble the Software or any AI System, except to the extent such restriction is prohibited by applicable law;
- circumvent or attempt to circumvent any technical access control, rate limit, or Usage Limit implemented within the Services;
- scrape, crawl, or otherwise systematically extract data from the Services outside of the functionality provided through supported APIs and integrations;
- engage in any activity that interferes with or disrupts the integrity or performance of the Platform or other customers' use of the Services;
- use the Services to develop, train, or benchmark a product or service that competes with the Services, or to conduct competitive analysis for that purpose, except as may be separately agreed in writing;

- infringe, misappropriate, or otherwise violate any Intellectual Property Right or other proprietary right of JOROMI AI or any third party;
- use the Services to generate, transmit, or facilitate unsolicited bulk communications (spam) or fraudulent, deceptive, or misleading content;
- use AI Systems to generate content intended to harass, defame, discriminate against, deceive, or cause harm to any individual or group, or to generate content involving the sexual exploitation of minors, which is strictly prohibited under all circumstances;
- misrepresent Customer's identity or affiliation, or impersonate any person or entity, in connection with use of the Services; or
- abuse APIs by exceeding authorized rate limits, sharing API credentials outside of Customer's organization, or using APIs to circumvent Usage Limits applicable to Customer's subscription tier.

JOROMI AI may investigate suspected violations of this Section 10 and take appropriate action, including suspension in accordance with Section 17, without liability to Customer or any Authorized User.

11. Intellectual Property

JOROMI AI Intellectual Property. As between the parties, JOROMI AI and its licensors own and retain all right, title, and interest in and to the Platform, the Software, all AI Systems and underlying models, algorithms, APIs, Documentation, platform architecture, and all Intellectual Property Rights therein, together with any improvements, enhancements, or derivative works thereof, including those developed based on aggregated or de-identified usage analytics.

Customer Intellectual Property. As between the parties, Customer owns and retains all right, title, and interest in and to Customer Data and Customer's own pre-existing Intellectual Property Rights. Nothing in this Agreement transfers ownership of Customer Data or Customer's Intellectual Property Rights to JOROMI AI.

Trademarks. Neither party may use the other party's trademarks, logos, or trade names without the prior written consent of the other party, except as expressly permitted in connection with public reference to the commercial relationship (such as a customer logo listing) with the other party's consent.

Usage Analytics. JOROMI AI may collect and use aggregated or de-identified data derived from Customer's use of the Services to monitor, maintain, and improve the Services, provided that such aggregated or de-identified data does not identify Customer or any Data Subject.

Feedback. If Customer or any Authorized User provides suggestions, ideas, or other feedback regarding the Services, JOROMI AI may use such feedback without restriction or obligation to Customer, and Customer hereby assigns to JOROMI AI all right, title, and interest in such feedback to the extent necessary to give effect to this provision.

12. AI Services and Responsible AI

12.1 Nature of AI-Generated Outputs

The Services incorporate AI Systems, including large language models and Retrieval-Augmented Generation pipelines, that generate AI Output based on AI Prompts, Customer Data retrieved to ground a response, and

configured AI Agent behavior. AI Output is generated using probabilistic methods and may be inaccurate, incomplete, biased, or otherwise unsuitable for a particular purpose, including instances in which an AI System generates plausible-sounding but factually incorrect content (commonly referred to as a hallucination).

12.2 Prompt Processing and Retrieval-Augmented Generation

AI Prompts submitted by Authorized Users, and any Enterprise Data retrieved through Retrieval-Augmented Generation to ground an AI System's response, are processed solely to generate AI Output responsive to the relevant request or workflow, subject to the data handling commitments set out in the DPA.

12.3 Human Review and High-Risk Decisions

AI Output should not be relied upon without appropriate human review before being used in connection with legal, financial, medical, employment, credit, regulatory, or other high-impact decisions affecting any individual. Customer is solely responsible for implementing appropriate human oversight, verification, and escalation procedures before acting on, or permitting Authorized Users or downstream systems to act on, AI Output in any such context.

12.4 Customer Responsibility for AI Use

Customer is responsible for configuring AI Agents, approval workflows, and governance controls appropriate to its use case, and for ensuring that its use of AI Systems complies with Applicable Data Protection Laws and any AI-specific regulation applicable to Customer's industry or jurisdiction.

12.5 Responsible AI Principles and Transparency

JOROMI AI designs the Services with configurable transparency and governance controls, including AI Output logging, source attribution for Retrieval-Augmented Generation results where technically feasible, and administrative visibility into enabled AI Agents and connected data sources. As described in the DPA, Customer Personal Data is not used to train public or shared AI models unless expressly authorized by Customer in writing.

13. Service Levels and Availability

JOROMI AI will use commercially reasonable efforts to make the Services available in accordance with the SLA applicable to Customer's subscription tier, as set out in Annex III or a separately referenced SLA document. Except as expressly set out in the applicable SLA, JOROMI AI does not guarantee that the Services will be uninterrupted, error-free, or available at all times.

Maintenance. JOROMI AI may perform scheduled maintenance with reasonable advance notice where feasible, and may perform emergency maintenance without advance notice where necessary to address a security vulnerability or urgent operational issue, in each case using commercially reasonable efforts to minimize disruption to Customer's use of the Services.

Third-Party Dependencies. The Services may depend on infrastructure, connectivity, or services provided by third parties, including cloud infrastructure providers and model providers, and JOROMI AI is not responsible for outages or degradation caused by such third parties' failure to perform, except to the extent JOROMI AI's

own agreements with such third parties, or its selection and oversight thereof, breach JOROMI AI's obligations under this Agreement.

Disaster Recovery and Business Continuity. JOROMI AI maintains disaster recovery and business continuity procedures designed to restore the availability of the Services following a significant operational disruption, as further described in Annex V.

Force Majeure. Neither party is liable for any failure or delay in performance to the extent caused by a Force Majeure event, as defined in Section 24.8.

14. Support Services

JOROMI AI provides Support Services corresponding to Customer's subscription tier, as further described in Annex IV, which may include:

- standard support during specified business hours for Starter and Professional plans;
- extended or 24/7 support coverage for Business, Enterprise, and Government plans, as specified in the applicable Order Form;
- technical onboarding assistance to support initial deployment and configuration of the Services;
- a designated Customer Success Manager for qualifying Enterprise and Government customers;
- dedicated account management and periodic business reviews for qualifying Enterprise customers;
- defined escalation procedures for critical issues, as set out in Annex IV; and
- premium support options and Professional Services available for additional Fees as set out in a separate Order Form or statement of work.

Response and resolution time targets applicable to Support Services, where offered, are set out in Annex IV or the applicable SLA.

15. Confidentiality

Definition. “Confidential Information” means any non-public information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including the terms of this Agreement, non-public product roadmaps, security documentation, and Customer Data.

Obligations. The Receiving Party shall use the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than a reasonable degree of care, to (i) protect the confidentiality of the Disclosing Party's Confidential Information, and (ii) not use or disclose such Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement.

Exceptions. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party without restriction prior to disclosure; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or valid legal process, provided that, where legally permitted, the Receiving Party gives the Disclosing Party reasonable advance notice to seek a protective order or other appropriate remedy.

Duration and Return. The obligations in this Section 15 survive for three (3) years following termination or expiration of this Agreement, except with respect to trade secrets, which remain protected for so long as they qualify as trade secrets under applicable law. Upon written request following termination or expiration of this Agreement, each party shall return or destroy the other party's Confidential Information in its possession, except to the extent retention is required by applicable law, internal compliance policy, or automated backup processes, in which case such retained Confidential Information remains subject to the confidentiality obligations of this Section 15.

16. Security and Compliance

JOROMI AI implements and maintains technical and organizational security measures designed to protect Customer Data, including encryption in transit and at rest, identity and access management controls, multi-factor authentication, role-based access control, audit logging, continuous security monitoring, a documented incident response program, ongoing vulnerability management, a secure software development lifecycle, disaster recovery and business continuity procedures, and a vendor risk management program applicable to material subprocessors, each as further described in the Security Documentation and, with respect to Personal Data, the DPA.

JOROMI AI's specific data protection commitments, including with respect to the Processing of Personal Data, Security Incident notification, and international data transfers, are set out in the DPA, which is incorporated by reference into this Agreement to the extent Customer Data includes Personal Data.

JOROMI AI does not represent or warrant that it holds any specific security certification unless expressly confirmed in its then-current Security Documentation or in writing.

17. Suspension of Services

JOROMI AI may suspend Customer's or any Authorized User's access to all or part of the Services, with notice where reasonably practicable under the circumstances, if:

- Customer fails to pay undisputed Fees when due and does not cure such failure within a reasonable period following notice;
- JOROMI AI reasonably believes that Customer's or an Authorized User's use of the Services poses a security threat to the Platform or to other customers;
- suspension is required to comply with applicable law or a binding order of a court or governmental authority;
- JOROMI AI reasonably believes that Customer or an Authorized User is using the Services fraudulently or in material violation of the Acceptable Use Policy; or
- suspension is reasonably necessary to prevent harm to JOROMI AI, other customers, or the integrity of the Platform.

JOROMI AI will limit any suspension under this Section 17 to the portion of the Services reasonably necessary to address the circumstances giving rise to the suspension, and will restore access promptly following resolution of the underlying issue, except where this Agreement or an Order Form has been terminated in accordance with Section 18.

18. Termination

Termination for Cause. Either party may terminate this Agreement or the applicable Order Form for cause if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail (or, in the case of a breach that is not capable of cure, immediately upon notice).

Termination for Insolvency. Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days.

Termination for Convenience. Except as otherwise expressly set out in an Order Form, neither party may terminate this Agreement for convenience prior to the end of the then-current Subscription Term.

Effect of Termination. Upon termination or expiration of this Agreement, Customer's right to access and use the Services immediately ceases, and Customer shall pay any outstanding Fees accrued through the effective date of termination. Handling of Customer Data following termination, including export and deletion timelines, is governed by the DPA and Section 18 of the DPA specifically.

Survival. The provisions of this Agreement that by their nature should survive termination or expiration — including Section 7 (Fees, Billing, and Payment) with respect to amounts accrued prior to termination, Section 11 (Intellectual Property), Section 15 (Confidentiality), Section 19 (Warranties and Disclaimers), Section 20 (Limitation of Liability), Section 21 (Indemnification), and Section 22 (Governing Law and Dispute Resolution) — survive termination or expiration of this Agreement.

19. Warranties and Disclaimers

Limited Service Warranty. JOROMI AI warrants that it will provide the Services in a manner consistent with generally accepted industry standards and in material accordance with the Documentation. Customer's exclusive remedy, and JOROMI AI's sole obligation, for breach of this warranty is described in the applicable SLA or, if none applies, correction of the non-conforming Services by JOROMI AI upon prompt written notice from Customer.

Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 19, THE SERVICES, SOFTWARE, AND ANY AI OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND JOROMI AI DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

AI Output Disclaimer. JOROMI AI does not warrant the accuracy, completeness, reliability, or fitness for any particular purpose of any AI Output, and Customer assumes all risk associated with its and its Authorized Users' reliance on AI Output, subject to the human review obligations described in Section 12.

Third-Party Services Disclaimer. JOROMI AI does not warrant the performance of any third-party services, integrations, or data sources that Customer elects to connect to the Services, and is not responsible for the acts or omissions of the providers of such third-party services.

Beta Features. Any features designated as “beta,” “preview,” “early access,” or similar are provided for evaluation purposes only, without warranty of any kind, and may be modified or discontinued at any time in JOROMI AI's discretion.

No Guarantee of Uninterrupted Service. Except as expressly set out in the applicable SLA, JOROMI AI does not guarantee that the Services will be uninterrupted, timely, secure, or error-free.

20. Limitation of Liability

Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Aggregate Liability Cap. EXCEPT FOR THE EXCLUDED CLAIMS DESCRIBED BELOW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO JOROMI AI UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Excluded Claims. The limitations in this Section 20 do not apply to: (i) either party's indemnification obligations under Section 21; (ii) Customer's payment obligations under Section 7; (iii) either party's breach of Section 15 (Confidentiality); or (iv) liability that cannot be limited or excluded as a matter of applicable law, such as liability for gross negligence, willful misconduct, or death or personal injury caused by a party's negligence, in each case to the extent such liability cannot lawfully be limited.

Basis of the Bargain. The parties acknowledge that the limitations set out in this Section 20 are an essential basis of the bargain between the parties and that the Fees charged for the Services reflect this allocation of risk.

21. Indemnification

Indemnification by JOROMI AI. JOROMI AI will defend Customer against any third-party claim alleging that the Services, as provided by JOROMI AI and used by Customer in accordance with this Agreement, infringe or misappropriate that third party's Intellectual Property Rights, and will indemnify Customer against damages finally awarded by a court of competent jurisdiction (or agreed in settlement) in connection with such claim, subject to Section 21.3.

Indemnification by Customer. Customer will defend JOROMI AI against any third-party claim arising from (i) Customer Data, (ii) Customer's or an Authorized User's use of the Services in violation of this Agreement or applicable law, or (iii) Customer's breach of Section 10 (Acceptable Use Policy), and will indemnify JOROMI

AI against damages finally awarded by a court of competent jurisdiction (or agreed in settlement) in connection with such claim, subject to Section 21.3.

Procedure. The indemnified party shall (i) promptly notify the indemnifying party in writing of the claim, (ii) grant the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim in a manner that admits fault on behalf of the indemnified party or imposes non-monetary obligations on the indemnified party without its prior written consent), and (iii) provide reasonable cooperation at the indemnifying party's expense. Failure to provide prompt notice relieves the indemnifying party of its obligations under this Section 21 only to the extent the indemnifying party is materially prejudiced by the delay.

Remedies for Infringement Claims. If the Services become, or in JOROMI AI's reasonable opinion are likely to become, the subject of an infringement claim, JOROMI AI may, at its option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) if neither of the foregoing is commercially reasonable, terminate the affected Services and refund Customer any prepaid but unused Fees for the terminated portion of the then-current Subscription Term.

This Section 21 states the parties' entire liability and exclusive remedy with respect to any claim of the type described in this Section 21.

22. Governing Law and Dispute Resolution

Governing Law. This Agreement is governed by the governing law specified in the applicable Order Form or MSA/ESA between the parties. [Insert default governing law and venue for Customers where no Order Form or MSA/ESA specifies otherwise.]

Good-Faith Negotiation. Before initiating formal dispute resolution proceedings, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between designated business representatives with authority to resolve the dispute.

Mediation and Arbitration. If the parties are unable to resolve a dispute through negotiation within thirty (30) days, the parties may, where specified in the applicable Order Form or MSA/ESA, submit the dispute to non-binding mediation or binding arbitration in accordance with the rules and venue specified therein. [Insert specific arbitration rules and administering body, if applicable.]

Court Proceedings and Injunctive Relief. Nothing in this Section 22 prevents either party from seeking injunctive or other equitable relief in a court of competent jurisdiction at any time to prevent actual or threatened infringement, misappropriation, or violation of a party's Intellectual Property Rights or Confidential Information.

Venue. Subject to the arbitration provisions above, if any, the parties consent to the exclusive jurisdiction and venue of the courts specified in the applicable Order Form or MSA/ESA.

23. Compliance Framework

JOROMI AI designs the Services to support Customer's efforts to align its use of the Platform with major privacy and security frameworks, including the GDPR, the UK GDPR, the Nigeria Data Protection Act

(NDPA), the CCPA/CPRA, applicable AI governance standards, the NIST Cybersecurity Framework, and, where applicable to JOROMI AI's certification status, ISO/IEC 27001, ISO/IEC 27701, and SOC 2 principles.

Nothing in this Section 23 constitutes a representation that JOROMI AI holds any specific certification, has received any specific regulatory approval, or is in full compliance with any specific framework, except to the extent expressly confirmed in JOROMI AI's then-current Security Documentation or a written statement signed by an authorized representative of JOROMI AI.

24. General Provisions

24.1 Entire Agreement

This Agreement, together with the applicable Order Form and Related Documents, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter.

24.2 Order of Precedence

The order of precedence among documents governing the parties' relationship is set out in Section 25.

24.3 Amendments

Except as otherwise permitted under Section 4 (Subscription Plans) with respect to updates to Annex I, no amendment to this Agreement is effective unless in writing and signed (including by electronic signature) by authorized representatives of both parties, or, in the case of updates to online policies referenced herein, made in accordance with the amendment procedures described in those policies.

24.4 Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, provided that the assignee agrees to be bound by this Agreement.

24.5 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 while preserving its original intent, and the remaining provisions will remain in full force and effect.

24.6 Waiver

No waiver of any provision of this Agreement is effective unless in writing and signed by the waiving party, and no failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right.

24.7 Notices

Notices under this Agreement must be given in writing and delivered by the methods and to the addresses specified in the applicable Order Form or MSA/ESA, or, absent such specification, to the parties' registered

business addresses and, for JOROMI AI, additionally to the legal notice contact specified in the Documentation.

24.8 Independent Contractors and Force Majeure

The parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Neither party is liable for any delay or failure to perform its obligations (other than payment obligations) due to causes beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, internet or utility failures, or governmental action (“Force Majeure”).

24.9 Electronic Signatures and Counterparts

This Agreement and any Order Form may be executed electronically and in counterparts, each of which is deemed an original and all of which together constitute one instrument.

24.10 Survival

The provisions of this Agreement that by their nature should survive termination or expiration survive in accordance with Section 18.5.

25. Order of Precedence

In the event of any inconsistency or conflict among the documents governing the parties' relationship, the following order of precedence applies, from highest to lowest priority, unless a specific document expressly states otherwise for a particular provision: (i) the applicable Order Form, with respect to commercial terms specific to that order, such as pricing, Usage Limits, and Subscription Term; (ii) the DPA, with respect to the Processing of Personal Data; (iii) the Master Subscription Agreement or Enterprise Services Agreement, where a separately negotiated MSA or ESA exists between the parties; (iv) this Subscription Agreement; (v) the Service Level Agreement; (vi) the Privacy Policy; (vii) the Acceptable Use Policy; and (viii) Security Documentation and other online policies not separately negotiated by the parties.

26. Annexes

Annex I: Subscription Plans and Features

This Annex I sets out the detailed feature allocation, Authorized User licensing, storage limits, API quotas, AI consumption credits, and available enterprise add-ons applicable to each subscription plan described in Section 4. [Insert current plan comparison table, feature matrix, and Usage Limits, or incorporate by reference JOROMI AI's then-current plan documentation.]

Annex II: Pricing and Billing Terms

This Annex II sets out list pricing, billing frequency options, overage charges, and AI consumption pricing applicable to each subscription plan, together with any applicable discounts, minimum commitments, or enterprise add-on pricing agreed with Customer. [Insert current pricing schedule or incorporate by reference the applicable Order Form.]

Annex III: Service Level Commitments

This Annex III sets out JOROMI AI's availability commitment (expressed as a monthly uptime percentage), the calculation methodology for that commitment, exclusions from downtime calculations, and the service credit remedies available to Customer for failure to meet the commitment. [Insert current SLA terms or incorporate by reference a separately maintained SLA document.]

Annex IV: Support Services

This Annex IV sets out the support channels, business hours, response and resolution time targets, and escalation procedures applicable to each subscription plan, together with the scope of any Customer Success Manager or dedicated account management services included with Enterprise or Government plans. [Insert current support tier documentation.]

Annex V: Security Measures

This Annex V sets out additional detail regarding JOROMI AI's technical and organizational security measures, incident response procedures, and business continuity planning, consistent with the description in Section 16 and the DPA. [Insert current Security Documentation or incorporate by reference JOROMI AI's then-current Security Policy or trust portal.]

Annex VI: Professional Services

Where Customer purchases Professional Services, this Annex VI (or a separately executed statement of work) sets out the scope, deliverables, timeline, fees, and acceptance criteria applicable to those Professional Services. [Insert applicable statement of work terms, if any; otherwise, not applicable.]