

# LEXYNO, INC.

## Subscription Terms and Conditions

Version 2.0 · Effective Date: May. 18. 2026

These Subscription Terms and Conditions (this “Agreement”) are a binding legal agreement between Lexyno, Inc., a Delaware corporation (“Lexyno,” “we,” or “us”), and the customer identified in an Order Form executed by the parties that references this Agreement (“Customer” or the “Firm”). This Agreement is effective as of the Effective Date set forth in the first Order Form that references this Agreement (the “Effective Date”). Lexyno and Customer are each a “Party” and together the “Parties.”

The Parties agree as follows:

### 1. Definitions

The capitalized terms below have the following meanings throughout this Agreement.

- 1.1 **“Artificial Intelligence”** or “AI” refers to computer systems that leverage proprietary and third-party algorithms, large language models, machine learning, and related techniques designed to carry out tasks that historically required human intelligence.
- 1.2 **“Case”** means a unique claim or set of related claims specific to the same client of Customer that is uploaded to or processed through the Service.
- 1.3 **“Confidential Information”** means all non-public business, technical, legal, strategic, and financial information that a Party obtains from the other in connection with this Agreement, whether or not marked confidential, including customer and client data, case data, personally identifiable information, pricing, technology, methods, and trade secrets. Confidential Information excludes information that (a) is or becomes public through no breach of this Agreement; (b) was lawfully received from a third party without restriction; (c) was known to the receiving Party without restriction prior to receipt; or (d) was independently developed without reference to the disclosing Party’s Confidential Information.
- 1.4 **“Customer Input”** means any data, documents, images, medical records, intake materials, or other content that Customer makes available to Lexyno or the Service, or otherwise permits Lexyno or the Service to access.
- 1.5 **“Deliverable”** means Output in the form of a delivered document produced specifically for Customer at Customer’s request, such as a draft demand letter, medical summary, or other work product for use in connection with a specific Case. Deliverables exclude Lexyno Materials.
- 1.6 **“Lexyno Materials”** means Lexyno’s pre-existing and proprietary materials, templates, prompts, models, pipelines (including the Fact-Lock™ architecture), algorithms, libraries, and any generic or reusable components.
- 1.7 **“Order Form”** means an ordering document executed by both Parties that references this Agreement and specifies the subscribed services, fees, and term. Each Order Form is incorporated into and governed by this Agreement.
- 1.8 **“Output”** means content or data generated by the Service in response to a Customer request, including Lexyno Materials embedded therein.
- 1.9 **“PHI”** or “Protected Health Information” has the meaning given under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and its implementing regulations at 45 C.F.R. Parts 160 and 164.

**1.10 “Professional Legal Services”** means legal advice, analysis, judgment, advocacy, supervision, counsel, or other services involving the practice of law, as understood under the rules of professional legal ethics in all relevant jurisdictions.

**1.11 “Service”** means Lexyno’s proprietary platform and associated services, including its AI-based features that automate the drafting of demand letters and related legal work product for plaintiff-side personal injury practice.

**1.12 “Subscription Period”** means the term specified for the subscribed services in the applicable Order Form. If unstated, the Subscription Period defaults to one (1) month, renewing monthly. Order Form may specify an annual term.

## 2. Service

**2.1 Access.** Subject to Customer’s compliance with this Agreement (including payment of fees), Lexyno grants Customer a non-exclusive, non-transferable, limited-term right to access and use the Service during the Subscription Period, solely for Customer’s internal business purposes and up to any usage limits specified in the Order Form. Customer’s authorized personnel, agents, and contractors may access the Service on Customer’s behalf, provided Customer remains fully responsible for their actions.

**2.2 Cooperation.** Customer acknowledges that provision of the Service depends on Customer’s timely cooperation, including making necessary Customer Input available. By providing Customer Input, Customer grants Lexyno a worldwide, royalty-free, non-exclusive license to reproduce, view, and use the Customer Input solely for the purpose of providing the Service and generating Output.

**2.3 Customer Responsibilities.** Customer is responsible for all use of the Service under its account, for using commercially reasonable efforts to prevent unauthorized access, and for promptly notifying Lexyno of any known or suspected breach of security or misuse of the Service.

**2.4 Restrictions.** Customer will not, directly or indirectly: (i) reverse engineer, decompile, or attempt to derive the source code of the Service; (ii) probe, scan, or test the vulnerability of the Service without authorization; (iii) use the Service to develop a competing product or service, or engage in competitive benchmarking; (iv) resell, lease, sublicense, or transfer the Service to any third party outside Customer’s own personnel; or (v) use the Service in violation of applicable law or outside the scope permitted under this Agreement and the applicable Order Form.

**2.5 Features.** Lexyno may incorporate new features, and may modify or deprecate existing features, to maintain or improve the Service or to comply with regulatory requirements.

## 3. Fees and Payment

**3.1 Fees.** Customer will pay the fees set forth in each Order Form without deduction or setoff. Fees are quoted and payable in U.S. Dollars, are due in advance unless otherwise stated, and are non-cancelable and non-refundable except as expressly provided in this Agreement or the applicable Order Form. Customer is responsible for any applicable sales, use, and value-added taxes.

**3.2 Late Payment.** Lexyno may suspend access to the Service upon notice if Customer fails to pay undisputed amounts within fifteen (15) days of the due date. Past-due amounts accrue interest at one percent (1%) per month, or the highest rate permitted by law if lower.

**3.3 Renewal.** Unless otherwise stated in the Order Form, each subscription automatically renews for successive periods equal to the then-current Subscription Period (e.g., monthly for a monthly subscription) at the then-current pricing, unless either Party provides written notice of non-renewal

before the end of the current billing period. For annual subscriptions specified in an Order Form, non-renewal notice must be provided at least thirty (30) days before the end of the term. Lexyno may modify fees effective upon renewal by providing prior written notice (at least thirty (30) days for monthly subscriptions and sixty (60) days for annual subscriptions).

## 4. Term and Termination

**4.1 Term.** This Agreement begins on the Effective Date and continues for as long as any Order Form remains in effect.

**4.2 Termination for Breach.** Either Party may terminate this Agreement or any Order Form upon written notice if the other Party materially breaches and fails to cure within thirty (30) days after notice. Failure to pay amounts due is a material breach.

**4.3 Effect of Termination.** Upon termination: (i) Customer will pay for all services rendered through the effective date of termination; (ii) any prepaid Deliverable requested before termination will be delivered within thirty (30) days; and (iii) all licenses granted to Customer terminate. Treatment of PHI upon termination is governed by the BAA (Section 5.3).

**4.4 Suspension.** Lexyno may suspend access to the Service, without liability, (i) for scheduled or emergency maintenance; (ii) if Lexyno reasonably believes Customer's use violates this Agreement or applicable law or poses a security risk; or (iii) as required by law.

## 5. Data Protection, Privacy, and Protected Health Information

**5.1 Data Security.** Lexyno will maintain administrative, physical, and technical safeguards materially consistent with industry standards designed to (i) protect the security, confidentiality, and integrity of Customer Input; (ii) protect against threats to its security; and (iii) prevent unauthorized access. These safeguards include encryption of data at rest and in transit, firm-level logical data isolation, role-based access controls, and audit logging.

**5.2 Processing of Personal Data.** To the extent Lexyno processes personal data (other than PHI) on Customer's behalf, Lexyno acts as a service provider or processor and will: (i) process such data only to provide the Service and perform its obligations under this Agreement; (ii) not sell or share such data, or use it outside the direct business relationship with Customer; (iii) require personnel with access to commit to confidentiality; and (iv) upon termination, delete or return such data as instructed by Customer, except where retention is required by law. Customer represents that it has all necessary rights, consents, and permissions to provide such data to Lexyno.

**5.3 Protected Health Information; BAA.** Customer Input may contain PHI. The Parties acknowledge that, with respect to PHI, Lexyno acts as a "business associate" of Customer under HIPAA. The processing of PHI is governed exclusively by the Business Associate Agreement executed between the Parties (the "BAA"), which is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the BAA with respect to PHI, the BAA controls.

**5.4 De-identification During Beta.** During any beta or pre-production phase expressly designated by Lexyno, Customer agrees to de-identify PHI to the extent practicable prior to uploading documents to the Service, consistent with 45 C.F.R. § 164.514, until a BAA is in effect and Lexyno confirms production-scale PHI handling is supported.

**5.5 Subprocessors.** Customer acknowledges that Lexyno uses third-party service providers ("Subprocessors"), including cloud infrastructure and AI model providers, to provide the Service. Lexyno will enter into written agreements with each Subprocessor that processes Customer Input

containing PHI requiring data-protection obligations consistent with this Agreement and the BAA. A current list of Subprocessors is available to Customer upon request.

**5.6 Security Incidents.** If Lexyno becomes aware of a confirmed breach of its security leading to the unauthorized access, loss, or alteration of Customer Input in its possession, Lexyno will notify Customer without undue delay and take reasonable steps to identify the cause, minimize harm, and prevent recurrence. Notification obligations specific to PHI are governed by the BAA.

## 6. Intellectual Property

**6.1 Ownership.** As between the Parties, Customer exclusively owns all right, title, and interest in its Customer Input, Deliverables, and Confidential Information. Lexyno exclusively owns all right, title, and interest in the Service, Lexyno Materials, and Output (excluding Deliverables and Customer Confidential Information). Lexyno grants Customer a non-exclusive, perpetual license to use Lexyno Materials solely as incorporated within a Deliverable, for Customer's internal business purposes and in the applicable client matter. No rights are granted to use Lexyno Materials on a standalone basis or to create a competing product.

**6.2 Feedback.** Customer may provide suggestions, comments, or feedback regarding the Service ("Feedback"). Customer grants Lexyno a perpetual, irrevocable, royalty-free license to use and incorporate Feedback without obligation or compensation to Customer.

**6.3 No Training Without Consent.** Lexyno will not use Customer's case data, client information, or uploaded documents to train any machine learning model without Customer's prior written consent. Lexyno may collect and use aggregate, de-identified usage statistics (such as performance and feature-usage metrics) that do not identify Customer or any client of Customer to operate and improve the Service.

**6.4 Artificial Intelligence Limitations.** Customer acknowledges that the Service and its Output may be generated in whole or in part by AI, which by its nature has known limitations and may produce Output that contains errors, is incomplete or out of context, or reflects biases in training data. Customer is responsible for evaluating, and bears all risk associated with, its use of the Service and Output.

## 7. Confidentiality

Neither Party will use or disclose the other's Confidential Information except as permitted under this Agreement. Each Party will take commercially reasonable precautions to prevent unauthorized disclosure, and may disclose Confidential Information only to its representatives who need it and who are bound by confidentiality obligations at least as protective as those herein. Either Party may disclose Confidential Information as required by a valid court or governmental order, provided it gives reasonable prior notice to the other Party where legally permitted. These obligations survive termination for three (3) years, except that obligations regarding PHI and trade secrets survive for as long as the information remains protected under applicable law.

## 8. Warranties and Disclaimers

**8.1 Mutual Authority.** Each Party represents that it has the authority to enter into and perform this Agreement.

**8.2 Customer Warranties.** Customer represents and warrants that it will (i) review, verify, and confirm the accuracy and completeness of all Output before use; (ii) comply with all applicable laws, including HIPAA and applicable rules of professional responsibility; and (iii) obtain all consents necessary for Lexyno to process Customer Input.

**8.3 No Professional Legal Services.** THE SERVICE, ITS OUTPUT, AND ANY DELIVERABLES DO NOT CONSTITUTE PROFESSIONAL LEGAL SERVICES AND DO NOT SUBSTITUTE FOR THE PRACTICE OF LAW. DELIVERABLES ARE PROVIDED IN DRAFT FORM. IT IS CUSTOMER'S EXCLUSIVE RESPONSIBILITY, THROUGH A LICENSED ATTORNEY, TO REVIEW AND APPROVE ALL OUTPUT BEFORE SUBMISSION TO ANY INSURER, OPPOSING PARTY, OR COURT.

**8.4 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND ALL OUTPUT ARE PROVIDED "AS IS," AND LEXYNO DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LEXYNO DOES NOT WARRANT THAT THE SERVICE OR OUTPUT WILL BE ERROR-FREE, ACCURATE, OR UNINTERRUPTED.

## 9. Limitation of Liability

**9.1 Exclusion of Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION, OR FOR MALPRACTICE CLAIMS ARISING FROM UNREVIEWED OUTPUT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 Liability Cap.** EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THESE LIMITATIONS DO NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR TO A BREACH OF THE BAA'S PHI OBLIGATIONS.

## 10. Indemnification

**10.1 By Lexyno.** Lexyno will defend Customer against any third-party claim alleging that the Service, as permitted under this Agreement, infringes a U.S. patent, copyright, or trade secret, and will indemnify Customer for damages finally awarded, provided Customer promptly notifies Lexyno, allows Lexyno to control the defense, and reasonably cooperates. Lexyno has no obligation for claims arising from Customer Input, Customer's modification or misuse of the Service, or combination of the Service with non-Lexyno products.

**10.2 By Customer.** Customer will defend and indemnify Lexyno against any third-party claim arising from (i) Customer Input; (ii) Customer's violation of any third party's rights; or (iii) Customer's material breach of this Agreement or applicable law, including failure to obtain necessary consents or to conduct attorney review of Output.

## 11. General

**11.1 Governing Law.** This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware.

**11.2 Entire Agreement.** This Agreement, together with each Order Form and the BAA, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements. In the event of a conflict, the BAA controls with respect to PHI, this Agreement controls over an Order Form (unless the Order Form expressly states otherwise for a specific provision), and an Order Form controls as to commercial terms.

**11.3 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor to all or substantially all of its assets or business. Any other attempted assignment is void.

**11.4 Modifications.** No amendment or waiver is effective unless in writing and signed by both Parties.

**11.5 Severability.** If any provision is found unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

**11.6 Publicity.** Lexyno may identify Customer as a customer and use Customer's name and logo in its marketing materials, subject to Customer's right to revoke that permission by written notice.

**11.7 Force Majeure.** Neither Party is liable for any delay or failure to perform due to causes beyond its reasonable control.