



## **LegalAssist™ Subscriber Service Agreement**

This LegalAssist™ Subscriber Service Agreement (this "Agreement") is entered into between Heartwork Defense, LLC, with an address at 1013 Centre Road Suite 403S, Wilmington, DE 19805 (hereinafter referred to as "Heartwork Defense™") and the Subscriber (hereinafter referred to as the "Subscriber"). Heartwork Defense™ and the Subscriber are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

### **R E C I T A L S**

WHEREAS, Heartwork Defense™ and Subscriber desire to establish an exclusive subscriber service agreement whereby Heartwork Defense™ will provide consulting services to the Subscriber.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Heartwork Defense™ and the Subscriber agree as follows:

#### **1. SCOPE OF SERVICES TO BE RENDERED**

Heartwork Defense™ will provide to the Subscriber those service(s) which the Subscriber has purchased a subscription to out of the services listed on Appendix A.

#### **2. REPORTING AND FEES FOR SERVICES RENDERED BY Heartwork Defense™**

Subscription fees are paid upfront and include service(s) purchased as described at the time of subscription. Subscriptions are billed annually unless otherwise stated. All entitlements under subscription expire at the end of the subscription period unless renewed, which it does automatically unless canceled prior to renewal. All LegalAssist™ Calls/Chats/Videoconferences are scheduled at the Subscriber's convenience at [heartworkdefense.com/legalassist-call](http://heartworkdefense.com/legalassist-call), [heartworkdefense.com/legalassist-chat](http://heartworkdefense.com/legalassist-chat) and [heartworkdefense.com/legalassist-video](http://heartworkdefense.com/legalassist-video), respectively; all LegalAssist™ Messages are sent by submitting the LegalAssist™ Message contact form at [heartworkdefense.com/legalassist-message](http://heartworkdefense.com/legalassist-message). Each LegalAssist™ Call or Videoconference is valued at 1.00 LegalAssist™ hour, each LegalAssist™ Chat is valued at 0.50 LegalAssist™ hours and each LegalAssist™ Message is valued at 0.25 LegalAssist™ hours.

Each LegalAssist™ plan comes with a certain number of LegalAssist™ hours included per monthly subscription period beginning with the day the initial subscription payment is received. Additional LegalAssist™ hours may be purchased as needed by active subscribers at [heartworkdefense.com/legalassist-addons](http://heartworkdefense.com/legalassist-addons) unless otherwise directed by Heartwork Defense™. Included LegalAssist™ hours do not carry over month to month and any unused at the end of the subscription month are forfeited. Additional LegalAssist™ hours purchased as an add-on are forfeited if unused at subscription termination. Add-on LegalAssist™ hours are deducted after included LegalAssist™ hours are exhausted within the allocated timeframe. Additional users and higher KynGuard™ A.I. rate limits may be purchased by making a request by e-mail to [contact@heartworkdefense.com](mailto:contact@heartworkdefense.com).

#### **3. Storage and Usage of Data**

a. Heartwork Defense™ will collect and store information provided by the Subscriber and associated users as authorized by Heartwork Defense™ for the purposes of rendering services as provided for in this Agreement. All information provided by the Subscriber and/or associated users to Heartwork Defense™ will be stored electronically in a secured fashion. If additional services are purchased and provided by Heartwork Defense™ after the date of this Agreement, Heartwork Defense™ reserves the right to review any personally identifiable information and other documentation from prior services rendered by Heartwork Defense™ that may be of relevance to the services most recently purchased by Subscriber from Heartwork Defense™.



#### 4. Licenses

Heartwork Defense™ grants Subscriber and any additional users associated with subscription as authorized by Heartwork Defense™ a limited, exclusive, non-transferable, royalty-free license for Subscriber's own use of any templates (legal or otherwise), personalized plans, or LegalAssist™ messages provided as part of the services rendered by Heartwork Defense™ (not including UrgentAssist™ White Label) to the Subscriber as provided for in this Agreement.

If the Subscriber has been granted access to KynGuard™ A.I. (beta or stable version), Subscriber and any additional users associated with subscription as authorized by Heartwork Defense™ have a limited, exclusive, non-transferable, royalty-free license for use of the content produced by it. Heartwork Defense™ may assert the rights to any content produced by KynGuard™ A.I. that is used for commercial or otherwise profitable purposes at any time. KynGuard™ A.I. may be subject to rate limits to ensure stability, security, and prevent misuse. Subscriber may not distribute, disseminate, sell, resell or use any template, logo, article or other information obtained by or accessible to the Subscriber in connection with the services provided to Subscriber pursuant to this Agreement for any other purpose whatsoever without first obtaining the prior written consent of Heartwork Defense™. Subscriber agrees that they are responsible for their use of any content produced by KynGuard A.I. and will not hold Heartwork Defense, nor any of its partner service providers, responsible

#### 5. TERM AND TERMINATION

This Agreement will be effective for as long as the Subscriber's subscription to any of Heartwork Defense™'s services are active, unless terminated earlier pursuant to the provisions of this Agreement. The Launch Date shall be the date upon which payment is completed and/or user is registered. The agreement will continue to be in force until the subscription is no longer active. Once the Subscriber has no active subscriptions with Heartwork Defense™, the Agreement will terminate.

##### a. Termination for Cause

If either Party materially defaults in the performance of any provision of this Agreement, and such material default is not cured within 21 days after the non-defaulting Party provides the defaulting Party with written notice of such material default, then the non-defaulting Party shall be entitled to terminate this Agreement immediately upon written notice to the defaulting Party.

##### b. Effect of Termination

Termination shall not relieve either Party of any of their respective obligations incurred prior to the termination of this Agreement. Upon termination of this Agreement, Heartwork Defense™ shall cease making available those services selected and provided for in this Agreement to the Subscriber via video, phone, web or otherwise. Any A.I. chatbots created, trained and/or used by Subscriber will be destroyed within 60 days of termination of this agreement, with no data retained by Heartwork Defense™ or any other party. Heartwork Defense™ shall maintain the records for 10 years after the termination of this Agreement and may delete or destroy any and all copies (electronic or written) of any confidential or proprietary personally identifiable information in the possession or control of Heartwork Defense™. Subscriber reserves the right to request destruction or deletion of such data after 2 years by written request to Heartwork Defense™. Without limiting the foregoing in any way, the Subscriber agrees that following the termination of this Agreement, Heartwork Defense™ may continue to make use of any written reports, plans or other documentation in its possession and for those services rendered pursuant to this Agreement.

#### 6. REPRESENTATIONS AND WARRANTIES;

Each Party represents and warrants to the other that:

- i. it has the full right and authority to enter into this Agreement and to perform the duties required of it hereunder;
- ii. the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder does not and shall not violate any other Agreement to which such Party is a party to or by which it is otherwise legally bound;



- iii. when executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms;
- iv. such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly specified in this Agreement.
- v. The Parties acknowledge that services rendered may include recommendations for preparing for or navigating a child protective services cases (in part or in whole) or the implementation of a program to provide such service. The use of any recommendations provided or the operation of any program implemented is the sole responsibility of the receiving Party. Neither Heartwork Defense™, nor any of its members, officers, directors, and its employees may be held liable for the outcome of any child protective services case, or any services rendered by the receiving Party to any other party at any time as a result of the services provided by Heartwork Defense™ pursuant to this Agreement.

## 7. CONFIDENTIALITY

### a. Protection of Confidential Information

The Parties may provide each other from time to time with confidential information, including without limitation, child welfare cases, court documents, criminal history, medical conditions, mental health conditions, drug use, daily routines, child rearing practices, home environment, and/or business or other personal relations or other data (collectively, the "Confidential Information"). The term "Confidential Information" shall not include (i) information generally available to the public not provided by a Party, (ii) information which a Party already had knowledge of, or (iii) information which has become part of the public domain and not provided by a Party. Each Party agrees to retain in confidence at all times all Confidential Information provided or disclosed by the other Party. Each Party shall only use the other's Confidential Information solely for the purposes of performing services pursuant to this Agreement or complying with this Agreement, and shall only disclose the Confidential Information on a need-to-know basis, provided that, such Party shall be liable for the acts of any third party who obtains the Confidential Information from such Party. Each Party shall take all necessary and reasonable precautions in securing and handling the Confidential Information of the other Party and limit disclosures of such Confidential Information on a strict need-to-know basis. Further, Heartwork Defense™ may disclose information to the extent ordered or compelled to be disclosed by subpoena, other legal process or requirement of law, after first giving the disclosing Party a reasonable opportunity to contest such disclosure requirement and obtain a protective order from a Court of Competent jurisdiction. Any personally identifiable information retained by Heartwork Defense will be permanently deleted and/or destroyed after 10 years of inactivity or upon written request of the Subscriber after two (2) years after termination of this Agreement.

All KynGuard™ A.I. queries are securely processed by Heartwork Defense™ with the assistance of any of the following LLM providers: OpenAI Inc; Anthropic, PBC.; Alphabet, Inc.; Meta, Inc.; Perplexity AI, Inc.; or X.AI Corp. Queries are shared with the subscriber's chosen LLM provider solely in the act of processing them in accordance with their respective terms and conditions, which Subscriber agrees to in using KynGuard™ A.I and their own A.I. chatbot(s) as provided by Heartwork Defense™. Neither Heartwork Defense™, nor any listed LLM provider have access to or retain Subscriber information for any other purpose. Heartwork Defense™ may retain chat histories for up to 90 days for quality assurance unless otherwise required by law. Chat histories may be retained for longer or shorter durations at the discretion of Heartwork Defense™ or if otherwise required by law.

All LegalAssist™ Calls and Chats are processed and/or stored by Heartwork Defense™ with the assistance of iPlum, Inc. Chats are shared only in the processing and secure storage. All LegalAssist™ Video meetings are processed and secured by Heartwork Defense™ with the assistance of BlackBerry Corp. All LegalAssist™ Messages are secured and stored by Heartwork Defense™ with the assistance of Microsoft Corporation.. Content is not accessed by partner providers for any other reason or purpose, unless otherwise required by law in accordance with their respective terms and conditions, which subscriber agrees to..



#### b. Injunctive Relief

Each Party acknowledges and agrees that any use or disclosure of Confidential Information by the Party in a manner inconsistent with the provisions of this Agreement may cause the other Party harm which will not be compensable by monetary damages alone and, accordingly, such Party will, in addition to any other available legal or equitable remedies, be entitled to seek an immediate temporary restraining order or preliminary injunction restraining the disclosing Party from committing or continuing to commit a breach of this Agreement. A Party may avail itself of injunctive relief in addition and without prejudice to any other remedies available to it.

### 8. MISCELLANEOUS

#### a. Notices

All notices that either Party is required or may desire to serve upon the other Party shall be in writing and addressed to the Party to be served at the respective addresses set forth herein and shall be sent via U.S. Express Mail or a nationally recognized private express courier service with confirmed receipt and will be effective upon receipt at the addresses listed herein (unless a Party is notified in writing of a change in address by providing notice pursuant to this provision, in which case notice will be sent to the new address provided in said notice).

#### b. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the services to be provided and the transactions contemplated and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the Parties concerning the subject matter hereof. Neither Party is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.

#### c. Waiver

No waiver of any provision of this Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by the Party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

#### d. Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control (hereinafter a "Force Majeure Event") and if the Party unable to carry out its services and/or obligations hereunder provides the other Party prompt written notice of such Force Majeure Event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such Force Majeure Event. The term Force Majeure Event shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other worldwide, national or local public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

#### e. Headings

The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience only and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.



f. Amendments and Severability

No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

g. Assignment

This Agreement shall be binding upon and inure to the benefit of each Party's heirs, successors and assigns. Neither Party to this Agreement may assign this Agreement, in whole or in part, without the other Party's prior written consent.

h. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of laws or choice of laws rules. All legal actions relating to this Agreement shall be brought in the state or federal courts located in the State of New York.

i. Construction

In the event that any provision of this Agreement conflicts with the laws under which this Agreement is to be construed, or if any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be reformed to reflect as nearly as possible the original intentions of the Parties, and the remainder of this Agreement shall remain in full force and effect. There shall be no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement.

j. **DISCLAIMER OF PROFESSIONAL LIABILITY**

*The parties acknowledge that Heartwork Defense™, nor any of its members or employees are not licensed professionals, such as attorneys, social workers, psychologists, medical providers, etc. and that certain aspects of the services to be provided may relate to matters that could customarily fall within the scope of these types of professional services or be provided by these types of professionals. The Subscriber hereby acknowledges and agrees that none of the services provided by Heartwork Defense™ shall be deemed to entail any type of professional practices or professional services rendered, or to create any type of professional relationship between Heartwork Defense™ on the one hand and the Subscriber on the other hand.*

*As a material inducement to Heartwork Defense™ to enter into this Agreement and perform the Services hereunder, the Subscriber hereby disclaims and releases Heartwork Defense™ and each of its members and employees from any liability arising under applicable case law, statute or rule with respect to professional responsibility.*

k. Signatory

By agreeing to the terms and conditions for subscribing to any service(s) provided by Heartwork Defense™, listed in Appendix A of this Agreement, Subscriber acknowledges they have read this agreement in full as provided and agree to adhere to any and all provisions of this agreement.

Checking the box agreeing to the terms and conditions or providing written affirmation of agreeing to the terms and conditions will constitute Subscriber's signature to the agreement.



## **APPENDIX A: Party Responsibilities & Payment Terms**

Heartwork Defense™ and the Client have agreed to execute the services and activities identified below. Each Party shall coordinate their respective activities.

### **Activities of Heartwork Defense™:**

Heartwork Defense™ will provide any services included in the subscription options listed below for which the Subscriber has signed up for and/or purchased a subscription:

LegalAssist™  
Standard

LegalAssist™  
Premium

### **Timely project completion and communication.**

Should there be a delay, Heartwork Defense™ will communicate it and the reasons for it.

### **Activities of the Client:**

Subscriber agrees to schedule all LegalAssist™ Calls, LegalAssist™ Chats, and LegalAssist™ Video meetings in advance using by visiting <https://heartworkdefense.com/urgentassist-call>, <https://heartworkdefense.com/urgentassist-chat>, or <https://heartworkdefense.com/legalassist-video>, respectively. LegalAssist™ Messages will be sent using the form at <https://heartworkdefense.com/legalassist-message> unless otherwise directed by Heartwork Defense™. Time slots are issued on a first come, first served basis. Availability may vary and is not guaranteed. Subscriber assumes responsibility for monitoring his or her use of LegalAssist™ hours. Subscriber agrees that LegalAssist™ calls and video meetings cannot be scheduled by the same Subscriber within 4 hours of each other and that each LegalAssist™ Call or Videoconference will not last longer than 1 hour in duration. Subscriber understands LegalAssist™ Messages may take up to 24 hours for a response. LegalAssist™ Calls, Videoconferences or Messages scheduled or sent without eligibility or sufficient LegalAssist™ hours will be canceled without notice. Additional monthly LegalAssist™ hours may be purchased by Subscriber at his or her discretion at <https://Heartwork Defense™.com/LegalAssist™-addons>. Subscriber also acknowledges that use of KynGuard™ A.I. (in beta or stable version) is for educational purposes only and shall not hold Heartwork Defense™ responsible for any action or the consequences of any action Subscriber takes on content produced by KynGuard™ A.I. Subscriber is wholly responsible for the training, deployment, use and behavior of any chatbots, assistants or agents Subscriber creates using KynGuard™ Automation. Sending over 30 queries in less than 60 minutes is considered excessive use. Repeated or intentional misuse of any services or features by Subscriber may result in suspension or termination of his or her subscription and/or legal action.

### **Payment Terms:**

Subscriber shall make the full payment for services prior to accessing services. Free trials, when offered, limit subscriber's use of LegalAssist™ hours to 1.5 for the duration of the trial- regardless of subscription. Once the free trial is over and subscription is paid, subscriber may use remaining LegalAssist™ hours for that monthly cycle as allowed by their subscription. The total cost of services will be due at time of Subscription or at the conclusion of a free trial when applicable. No appointments will be accepted prior to receipt of full payment with proof of active subscription in good standing. No subscriptions will be provided without full payment unless at the discretion of Heartwork Defense™. Any preferential or discounted rates are guaranteed for the first 12 consecutive months in good standing starting on date of initial subscription unless otherwise stated; thereafter, those rates may be changed at the sole discretion of Heartwork Defense™. No Refunds shall be provided.