My Junna, LLC
7901 4th Street
North, #300
St. Petersburg, FL
33702
www.myjunna.com
(614) 710-4449

Master License and Service Agreement

Version 2.0
December 1, 2026

MASTER SERVICE AND LICENSE AGREEMENT

This Master Service and License Agreement ("Agreement") is entered as of the date specified below by and between My Junna, LLC, an Ohio limited liability company whose primary address is 7901 4th Street North, #300, St. Petersburg, FL 33702 ("Junna") and _____, a _____whose primary address is _____("Customer").

Contact Information

Company	
Contact Name	
Phone	
Email	
Address	
City, State, Zip	

1. Definitions. The following definitions shall apply to this Agreement and all related documents related to this Agreement, subject to restrictions on access set forth in Section 4.
   a. *Agreement*: The term "Agreement" shall include this Agreement and all related documents related to the Customer's use of the Application, and shall include, but not be limited to, the Statement of Work ("SOW"), Privacy Policy, and any other governing document, all of which shall constitute the Agreement.. This Agreement shall also include any written amendment that is signed by both parties, or a SOW updated by Junna, which may be amended by Junna from time to time, in order to reflect the current scope and cost of services.
   b. *Application*: The "Application" shall mean all My Junna software applications, which is a cloud-based healthcare management system licensed exclusively by Junna, and which may be amended from time to time solely by Junna, together with all services provided through the Application. The Application shall include all content of the website, source code, databases, functionality, software, website designs, audio, video, texts, mobile application, photographs and graphics on any website or portal hosted by Junna, including the trademarks, service marks, and logos contained therein, and shall include all product created by Junna for Customer's use, including,

but not limited to forms, e-signature platforms and documents, templates, and databases.

c. *Authorized User*: An "Authorized User" means Customer, Customer's directors, officers, contractors, clients, employees and any person given a login and access to My Junna by customer and use the Application according to the terms and conditions of this Agreement. Agentic and generative AI applications may not be an Authorized User. Each Customer may only have as many Authorized Users as the number of Licensed User Fees that such Customer has paid.

d. *Enrolled Client*: An "Enrolled Client" means a Customer's client, such client's family, healthcare providers and other third parties authorized by Customer to use the Application for such Enrolled Client's benefit. An Enrolled Client may use this Application solely under the management of an Authorized User. Customer is responsible for Enrolled Client under the terms set forth.

e. *Party, Parties*: Either Junna or Customer may individually be referred to herein as a "Party" or collectively as the "Parties."

f. *Product and Services*: The Application includes such product features and services as listed in the SOW, which may be amended from time to time.

g. *Term*: The Term of this Agreement shall be as stated in Section 8, which may be extended for successive renewal terms. The initial Term together with any renewal term shall constitute the "Term" of this Agreement.

2. Grant of License. Junna grants Customer a non-exclusive, non-transferrable, limited right to access and use the Application in accordance with the terms and conditions of this Agreement.

3. Service Agreement, Exclusive Right to Service. Customer agrees that Junna shall have the exclusive right to provide service to Customer for set-up, training and ongoing maintenance and service of the Application, subject to the fees and expenses charged by Junna for such services. Notwithstanding the foregoing, Junna may consent to a Customer's use of a third-party service provider, which consent shall be in writing and signed by an officer of Junna.

Junna shall provide the services as described on the SOW, subject to the fee schedule contained in the SOW.

4. Restrictions on Use, Prohibited Activities. Customer agrees that it shall not do any of the following:

1.a. Distribute the Application or any of the content of the Application to any person or entity who is not an Authorized User;

b. Reverse engineer, disassemble, decipher, attempt to derive the source code of or decrypt the Application;

c. Make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application;

d. Violate any applicable laws, rules or regulations in connection with use of the Application

e. Remove, alter or obscure any proprietary notice, copyright or trademark of Junna or its affiliates, partners, suppliers or the licensors of the Application

f. Use the Application for any revenue generating endeavor, commercial enterprise or other purpose for which the Application is not designed nor intended;

g. Install, use or permit the Application to exist in any copied format, or modify the Application, or make the Application available over a network or other environment (including sharing of log-in

access credentials) permitting access or use by more users than the number of License User Fees Customer has paid;

h. Interfere with, disrupt, or create an undue burden on the Application or the networks connected to the Application;

i. Attempt to bypass any measures of the Application that are designed to prevent or restrict access to the Application or any portion of it;

j. Circumvent, disable or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use of copying content;

k. Impersonate or attempt to impersonate another Customer, Authorized User, or username, or allow a person, entity, or application to impersonate or attempt to impersonate a Customer, Authorized User, or username;

l. Engage in the automated use or mining of data from the Application;

m. Upload or attempt to upload any virus, bug, cookies, spyware, or spam to the Application;

n. Disparage, defame or slander Junna or the Application, as defined under applicable law;

o. Use the Application to create a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Junna at any time; or

p. Use any proprietary information of Junna or the Application in the design, development, manufacturing, licensing or distribution of any other application, accessory, product or devise for use with this Application.

q. Monitor, copy, scrape, harvest or extract any data, content, output, material, or other information except as expressly permitted herein;

r. Use a robot, spider, or any artificial intelligence means to access the Application for any purpose, including monitoring, copying, scraping, harvesting, or extracting any data, content, output, material or other information, without Junna's express written consent; or

s. Use or access the Application or any output to further develop, train, or improve the Junna Application outside of the Application, or to add to, develop, train or improve another application.

5. Intellectual Property Rights. The Application, together with all content of it, is proprietary information and belongs solely to Junna. Customer acknowledges and agrees that it does not own or have any right to the intellectual property rights, including trademark, copyright, patent or other rights, to the Application, except for the limited license granted to Customer herein, and Customer agrees not to use any such proprietary information and intellectual property for Customer's own use. Customer acknowledges and agrees that all proprietary data, code, information, about the Application or that Customer may acquire about Junna, its owners, officers, employees, agents is information belonging to Junna and confidential to Junna.

Customer acknowledges and agrees that Junna owns and holds all rights to its base Application, together with any modifications, add-ons, and customization that Junna provides, and that any prohibited activity described in Section 4 above is an infringement of Junna's ownership and rights to its Application, together with any modifications, add-ons, and customization that Junna provides.

6. User Participation, Contributions and Third-Party Application Integration.

a. *Enrolled Customer and Third Party Access*. Subject to the restrictions in Section 4, Customer may provide access to the Application to Enrolled Client and others as a "Relative" level access, as

defined herein, and to other third parties, such as contractors, who are necessary for the operation of Customer's business (collectively, "Third Party"). Customer provides such Third-Party access at Customer's sole risk. Junna does not contract with any Third Party and cannot control the conduct or govern the terms of any relationship with a Third Party. Customer agrees to maintain its own agreements with Third-Parties and to conduct reasonable security measures to ensure the proper use of the Application by Third-Parties, according to the requirements set forth in this Agreement. Customer agrees to terminate access of any Third Party who uses the Application in any manner that would be a violation of the terms of this Agreement and to immediately notify Junna of any Third-Party breach affecting the Application. Customer acknowledges that Junna may terminate any Third-Party access that does not appear to be expressly permitted hereunder. Further, Customer shall be solely responsible for maintaining compliance with federal and state law regarding

protected healthcare information and other confidential information by and between Customer's Third Parties, including de-identification of information extracted from Junna's Application.

b. *User Contributions*. The Application may invite Customer and its Enrolled Clients to chat, contribute to or participate in the Application, including but not limited to importing data, participation in blogs, message boards, and online forums in the form of text, writings, video, audio, photographs, graphics, and other data including polling and feedback information (Collectively, "Contributions"). Contributions may be viewed by permitted integrations, such as Plaid and Quickbooks, and Customer consents to the same.. Except as prohibited by federal or state law, including HIPAA, Contributions are non-confidential and non-proprietary to Customer and become a part of the Application for Junna's full use. Junna may screen and limit any contributions as deemed appropriate by Junna. Customer represents and warrants that:

   i. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
   ii. You (references to "You" mean the Customer) are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users working within your organization or for your Enrolled Client to use your Contributions in any manner contemplated by the Site and these Terms of Use;
   iii. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the site and these Terms of Use;
   iv. Your contributions are not false, inaccurate or misleading;
   v. Your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
   vi. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
   vii. Your Contributions do not advocate the violent overthrow of any government or incite, encourage or threaten physical harm against another;
   viii. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
   ix. Your Contributions do not violate any applicable law, regulation or rule;
   x. Your Contributions do not violate the confidentiality, privacy or publicity rights of any third party;
   xi. Your Contributions do not contain any confidential third party payment information, such as credit card or bank routing information;
   xii. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits any person in a sexual or violent manner;
   xiii. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap.
   xiv. Your Contributions do not otherwise violate, or link to material that violate any provision of these Terms of Use any applicable law or regulation.
   xv. Your Contributions will not be created in a manner that breaches Section 4 restrictions

on access.

xvi. Your Contributions are not intellectual property of another person or entity, unless you are specifically authorized or licensed to use such intellectual property in writing, and your Contributions will not contain any PCI non-compliant information, including, but not limited to, bank account identifying information, routing numbers, and credit card numbers, except for with authorization of Junna Pay in the specific areas permitted under the billing information specifically related to invoicing.

c. *Third Party Application Integration*. The Application is designed to allow for certain and limited third party application integration with other software platforms, such as Quickbooks, for the purpose of importing and extracting data to support other necessary Customer functions that are not competitive with Junna. Customer agrees that Junna may restrict any such third-party application in order to protect Junna's intellectual property or proprietary data. However, Junna in no way warrants or agrees to service the use of third-party application integration. Customer acknowledges and agrees that any integration of the Application with a different application is at Customer's risk, and Junna in no way warrants the Application as integrated with any third-party application. Further, Customer warrants that it will not allow for any third-party application to interfere with the proper function of the Junna Application.

7. User Representations. Customer represents and warrants that it:
   a. Is authorized and has legal capacity to enter into this Agreement, whether individually or on behalf of an entity;
   b. If an entity, is in good standing with all government and tax authority;
   c. Has reviewed the terms of this Agreement, together with all related documents, and has had the opportunity to engage counsel for advice prior to signing this Agreement;
   d. Has directed and will continue to direct and implement policies to ensure use by employees and other Authorized Users who access the Application through Customer that is compliant with this Agreement;
   e. If applicable, has a HIPAA compliance policy, carries HIPAA compliance liability insurance, and maintains compliance with HIPAA and any other applicable federal or state law or regulation regarding protected healthcare information;
   f. Monitors and will continue to monitor Enrolled Clients and Third-Parties to ensure proper use of the Application in accordance with this Agreement;
   g. Is in compliance with and will continue to comply with the User Contributions section of this Agreement.

8. Term and Termination.
   a. *Term*. The initial Term, together with any successive renewal Terms, shall be referred to as the "Term." The initial Term of this Agreement shall commence on the effective date for one-, two-, or three-year duration based on duration chosen by Customer at the time of sign-up. Customer acknowledges that a pricing discount of 5% will be applied when an initial three-year contract is chosen. Thereafter, this Agreement shall automatically renew for successive 12-month periods without initial term discounts.
   b. *Termination*. This Agreement may be terminated immediately by Junna at any time by written notice delivered to Customer. Customer must complete the official cancelation form at least thirty (30) days prior to the expiration of the then-current term. Form can be obtained by emailing support@myjunna.com. Upon termination, all access by Customer, all of Customer's Authorized Users and Enrolled Clients will be terminated immediately.
   c. *Early Termination & Fees:* In the event Customer desires to terminate this Agreement prior to the end of Customer's selected Term, Customer agrees to pay the remaining contract value, as set forth in the SOW, regardless of whether Customer uses the application for the entire Term.

The remaining contract value will be calculated based on the average monthly cost of the preceding three (3) months, applied to the remaining unused Term. Should Customer terminate

the Agreement before the end of a discounted term, Customer shall forfeit any previously applied discounts, and any outstanding fees will be recalculated at the standard month-to-month rate.

9. Payment.
   a. *Statement of Work*:
      i. The Set-up and Service Fee (as set forth in the SOW) shall be due upon the effective date of this Agreement.
      ii. The License User Fee and Storage Fee (as set forth in the SOW) shall be due on the first of the month for prior month's usage.
      iii. Customizations. Any customizations requested by Customer are done upon review and consent of both Parties at a fee agreed upon by both Parties. Junna does not warrant that a requested customization will meet a Customer's intended use, and any customization made to the Site will be accessible and put in use across the Site for all users. Half of the fee for customization is due prior to work beginning. The remaining balance is due when work is in staging. Any additional work needed outside of the written scope of work will be assessed for additional fees at the then agreed upon fee.
   b. *Form of Payment*:
      i. Junna accepts Visa, Mastercard, American Express, Discover and ACH. Checks may be written by government agencies only and must have a card on file for monthly usage that goes above the amount that the check was written for on a month-to-month usage fee assessment.
      ii. Customer authorizes Junna to charge the credit card placed on file with Junna for all charges, to be charged by Junna at the time of invoice. Customer acknowledges that this is a subscription and that monthly recurring charges will be charged to Customer. Customer agrees to provide complete and accurate account and contact information to ensure a current payment method is on file with Junna at all times.
   c. *Schedule of Fees*. The schedule of fees in the SOW is subject to change by Junna upon notice to the Customer. Any estimate provided to a Customer is for informational purposes only, and Customer agrees to pay for the actual services provided by Junna at the applicable rates as published in its SOW. Customer acknowledges that the SOW must evolve with new technologies, vendor costs, other economic changes and client needs. Customer agrees to pay the fees, as set forth in the schedule, on a recurring basis for each entire Term. All fees stated on the SOW are stated in U.S. dollars.
   d. *Late Fees and Interest*. Customer agrees to all late fees and interest charges to be charged to Customer as applicable in the SOW.
   e. *Sales Tax*. All payments are subject to sales tax, unless Customer presents a certificate of tax exemption.
   f. *Sales Final*. All sales are final and are not subject to refund.

10. Limitation of Liability. Under no circumstances shall Junna or its directors, officers, employees, contractors, agents, attorneys, affiliates, partners, suppliers, or licensors (collectively, "Junna") be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with a Customer's access or use of or inability to use or access the Application and any third party content and services, whether or not the damages were foreseeable and whether or not Junna was advised of the possibility of such damages. Further, Junna shall not be liable for any

breach related to Customer's obligations under HIPAA with respect to protected healthcare information.

11. Disclaimer of Warranties. Customer acknowledges and agrees that the Application is provided on an "as is" and "as available" basis, and that Customer's use of or reliance upon the Application and any third-party content and services accessed thereby is at Customer's sole risk and discretion. Junna hereby disclaims any and all representations, warranties and guaranties regarding the Application and third-party content and service, whether express, implied or statutory, and including without limitation,

the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Furthermore, Junna makes no warranty that the Application will meet Customer's requirements; that the Application will be uninterrupted, accurate, reliable, timely, secure or error-free; the qualify of any products, services, information or other material accessed or obtained by you through the Application will meet your expectations; or any errors in the Application will be corrected to your satisfaction.

12. Injunctive Relief. Customer acknowledges and agrees that the protection of the Application is for the protection of Junna's core business, and that Customer's misuse of the Application or breach of this Agreement would result in irreparable harm to Junna. In addition to all other damages and relief allowable by law and equity, Customer agrees that, in the event of a breach of this Agreement, Junna will have the right to seek injunctive relief without notice to Customer, with Customer's signature hereto evidences of Customer's consent to such injunctive relief. A finding of injunctive relief will in not way limit Junna's right to recover damages, costs and attorneys' fees.

13. Privacy Policy. Please review our Privacy Policy, which may be amended from time to time and provided to all Customers on the Application. By using the Application, you agree to be bound by the Privacy Policy. All data is deemed to be transferred in and to the U.S.

14. Indemnification. You agree to defend, indemnify, and hold Junna harmless from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Application or your breach of any term of this Agreement, including the representations and warranties set forth herein.

15. Confidentiality. In connection with this Agreement, Customer may receive certain information concerning Junna and its business, which information is confidential, is proprietary and not in the public domain and constitutes trade secrets as such term is used under Ohio Law ("Confidential Information") Confidential information includes, without limitation, the names of Clients, pricing information, financial data, methods of doing business, as well as any other information provided by Junna designated as confidential. Customer agrees not to disclose to any third party any of the Confidential Information.

16. Non-Solicitation. Customer agrees that it shall not solicit any of the other customer of Junna for a Customer's own services. Customer further agrees that it shall not solicit any of Junna's employees or contractors to provide services for the Customer that are otherwise provided through Junna.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Counterparts, electronic signature. This Agreement may be signed in as many counterpart signatures as necessary. The Parties may sign this Agreement and any modification thereto by electronic signature.

19. Amendments. Except for modifications by Junna as authorized herein, no modification, amendment, addition to, or termination of this Agreement shall be valid or enforceable unless in writing and signed by the Parties.

20. Governing Law and Jurisdiction. This Agreement and all disputes or questions arising under this Agreement shall be interpreted and decided in accordance with the laws of the State of Florida. The Parties submit to the jurisdiction of the courts located in Pinellas County, Florida for adjudication of any and all disputes arising hereunder.

21. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing, addressed to the other Party at its address set forth above, and delivered via United States certified mail, return receipt requested, and also by electronic mail. Delivery of notice shall be complete upon receipt by the recipient.

22. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

23. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in full force and effect

24. Cumulative Remedies; Waiver. Any specific right or remedy set forth in this Agreement is not exclusive but is cumulative upon all other remedies available to the aggrieved Party under this Agreement or by law. The failure of a Party to enforce any of the provisions of this Agreement or to seek a remedy shall not constitute a waiver of any of its rights under this Agreement, nor a waiver or election of remedies.

25. Mediation. The Parties acknowledge and agree, prior to the filing of a lawsuit, to attempt to mediate any disputes with the other Party, including issues related to the interpretation of this Agreement and any liability arising hereunder.

See Statement of Work for the Current Schedule of Rates

I hereby authorize My Junna, through their online payment system, to charge the payment invoiced, by initiating debit entries to my account. This authorization is to remain in full force and effect until My Junna has received written notice from me of its termination in such time and in such manner My Junna and Bank has reasonable opportunity to act on it.

Signature: _____ Date:_____

Acceptance and Authorization

The parties agree to accept the Standard Terms and Conditions stated on the previous pages, which are specifically incorporated by reference herein. The acceptance of the parties is conclusively shown by the signature below. If there is a conflict between the terms above or any of the document created by or on behalf of the client, the Standard Terms and Conditions incorporated herein or on the previous pages have priority over such conflicting terms.

In witness hereof, the parties execute the above Agreement as of the _____day of _____ _____("Effective Date").

,

Shanna Huber, My Junna, LLC

Full name

Title

Signature

Date

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