

CLAIMPREDICT TERMS OF SERVICE

ClaimPro LLC d/b/a TurboClaim

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1. AGREEMENT AND ACCEPTANCE

1.1 These Terms. These Terms of Service (these “Terms”) govern access to and use of the ClaimPredict platform, an AI-powered claims prediction and certification service (the “Platform”) operated by ClaimPro LLC d/b/a TurboClaim, a Texas limited liability company with its principal place of business at 826 W 18th Street, Houston, TX 77008 (“TurboClaim”). “Customer” means the business entity identified on an Order Form that references these Terms.

1.2 Acceptance. Customer accepts these Terms by (a) executing an Order Form that references these Terms, (b) clicking a button or checking a box indicating acceptance, or (c) accessing or using the Platform, whichever occurs first. The individual accepting on Customer’s behalf represents and warrants that they have authority to bind Customer. These Terms and each executed Order Form together form the “Agreement.”

1.3 Order Forms; Precedence. Each Order Form is incorporated into and governed by these Terms. If an Order Form conflicts with these Terms, the Order Form controls for that engagement.

1.4 Updates to These Terms. TurboClaim may update these Terms from time to time by posting a revised version at the URL where these Terms are maintained and updating the version date. The version in effect at the start of the Initial Term or a Renewal Term governs for that term. TurboClaim will provide notice of material updates at least thirty (30) days before they take effect at the start of the next Renewal Term; if Customer does not agree to an update, Customer may elect not to renew as described in Section 13.1.

1.5 Website Terms; Privacy Policy. TurboClaim’s Privacy Policy, available at [\[turboclaim.ai/privacy\]](https://turboclaim.ai/privacy), describes how TurboClaim handles account and contact information; Claims data submitted to the Platform must be free of PII as described in Section 9.7. With respect to the paid services described in the Agreement, these Terms control over any general terms of use posted on TurboClaim’s websites.

2. DEFINITIONS

“**Certification**” means the output generated by the Platform for a submitted Claim, consisting of a Confidence Tier and a predicted outcome (Approval or Denial), delivered via API response, PDF certificate, JSON payload, and shareable link.

“**Claim**” means an individual insurance claim submitted by Customer’s homeowner-client to an insurance carrier for roofing or exterior damage, which Customer submits to the Platform for Certification.

“**Confidence Tier**” means the classification the Platform assigns to each Certification — High Confidence, Moderate, Low Confidence, or Abstain — reflecting the model’s relative confidence in the predicted outcome. An Abstain result means the Platform has insufficient data to produce a reliable prediction.

“**Certified Commission Rate**” means a commission rate, below the applicable PA Network member’s standard rate, that the member has agreed to accept on Claims bearing a ClaimPredict Certification with a predicted outcome of Approval, as described in Section 6.1.

“**Contract Year**” means each successive twelve (12) month period of the Term, beginning on the Effective Date or an anniversary of the Effective Date.

“**Customer Data**” means the raw Claims data Customer submits to the Platform.

“Initial Term” means the initial subscription period stated in the Order Form, being twelve (12) months from the Effective Date unless the Order Form states otherwise.

“Minimum Monthly Commitment” means the minimum number of Certifications (predictions run, in any Confidence Tier, including Abstain) stated in the Order Form for each calendar month of the Term, as described in Section 4.3.

“Order Form” means an ordering document or online signup flow, executed or accepted by Customer, that references these Terms and states the commercial particulars of Customer's engagement (including the Effective Date, Minimum Monthly Commitment, and any Data Sharing Partner enrollment).

“Outcome Data” means the final disposition of a Claim submitted to the Platform, including approval or denial by the carrier, final settlement amount, reason for denial (if any), resolution date, and any supplemental or reopened claim activity, in each case de-identified in accordance with Section 9.7 and containing no PII.

“PA Network” means TurboClaim's network of contracted public adjusters, claims consultants, and supplement companies who have agreed to accept Certified Commission Rates on certified Claims.

3. THE PLATFORM; SERVICES

3.1 Platform Access. During the Term, TurboClaim will provide Customer access to the ClaimPredict API to submit Claims and receive Certifications. Under normal operating conditions, Certifications are returned within five (5) seconds of API submission.

3.2 Integration Support. TurboClaim will provide reasonable technical support to integrate the Platform with Customer's existing CRM, canvassing application, or intake workflow. No new software installation or end-user training is required for Customer's field representatives.

3.3 Certification Deliverables. For each Claim submitted, the Platform returns: (a) a Confidence Tier; (b) a predicted outcome (Approval or Denial); (c) a PDF certification document; (d) a JSON payload; and (e) a shareable certification link. Where integration permits, deliverables attach automatically to the Claim file within Customer's CRM.

3.4 Usage; Good Faith. Customer will make good-faith efforts to submit its eligible Claims through the Platform. Lower-than-expected usage is not a breach of the Agreement, but the Minimum Monthly Commitment applies regardless of usage (Section 4.3).

3.5 Performance Reporting. TurboClaim will deliver: (a) monthly performance reports summarizing Certification accuracy, tier distribution, and Claims outcomes; and (b) an annual performance summary at least thirty (30) days before the end of each Contract Year.

3.6 Use Restrictions. Except as expressly permitted by the Agreement, Customer will not, and will not permit, encourage, or assist any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the Platform's source code, algorithms, model architecture, model weights or parameters, training data, or other trade secrets, including by analyzing Platform outputs; (b) recreate, replicate, or attempt to recreate or replicate the Platform, its predictive models, or its underlying datasets, in whole or in part; (c) use the Platform or any Certification or other Platform output to develop, train, fine-tune, improve, or provide any competing product or service, including any machine learning model or dataset; (d) systematically submit Claims, probe, scrape, or extract data from the Platform in order to construct a dataset of inputs and outputs, benchmark predictions for the purpose of deriving the model's decision logic, or otherwise harvest Platform outputs beyond Customer's ordinary business use for bona fide Claims; (e) access or use the Platform to build a competitive product or perform competitive analysis; (f) sell, resell, sublicense, or provide access to the Platform or to Certifications to any third party

as a service, except that Customer may share individual Certifications with homeowners, carriers, adjusters, and other participants in Customer's own Claims as contemplated by the Agreement; or (g) circumvent or disable any security, rate-limiting, or usage-monitoring feature of the Platform. Customer acknowledges that a breach of this Section 3.6 would cause TurboClaim irreparable harm for which monetary damages are an inadequate remedy, and that TurboClaim is entitled to seek injunctive relief under Section 14.5 in addition to all other available remedies.

3.7 Accounts and Credentials. TurboClaim may issue account credentials or API keys for access to the Platform. Customer will maintain the confidentiality and security of its credentials and API keys, will not share them with anyone outside its organization, and is responsible for all use of the Platform under its account, including by its employees, contractors, and representatives. Customer will promptly notify TurboClaim if it discovers or suspects any unauthorized access to or use of its account or credentials.

3.8 Changes to the Platform. TurboClaim may change, add to, update, or modify the Platform and the manner in which the services are delivered, including by updating, retraining, or replacing the underlying predictive models. If a change materially reduces the core functionality of the Platform or materially increases Customer's costs (a "Material Change"), Customer may terminate the Agreement by written notice given within thirty (30) days after the Material Change takes effect, in which case Customer's Minimum Monthly Commitment obligations cease as of the effective date of termination.

3.9 Suspension. TurboClaim may suspend Customer's access to the Platform, upon written notice, if: (a) any undisputed amount remains unpaid more than fifteen (15) days after its due date; (b) Customer materially breaches Section 3.6 or Section 9.7; or (c) TurboClaim reasonably suspects fraudulent Claim submissions or a security risk to the Platform. TurboClaim will restore access promptly once the underlying issue is resolved. Suspension does not limit TurboClaim's other rights and remedies, and the Minimum Monthly Commitment continues to apply during any suspension caused by Customer.

4. FEES AND PAYMENT

4.1 Per-Certification Fees. Customer will pay a fee for each Certification generated by the Platform at the Standard Rates in Section 4.2, unless Customer has enrolled as a Data Sharing Partner under Section 5, in which case the discounted Data Sharing Partner Rates in Section 4.2 apply. Abstain results are always free of charge.

4.2 Per-Certification Rates. The following rates apply per Certification:

Confidence Tier	Standard Rate	Data Sharing Partner Rate
Abstain	\$0	\$0
Low Confidence	\$30	\$10
Moderate	\$60	\$20
High Confidence	\$90	\$30

4.3 Minimum Monthly Commitment. The Minimum Monthly Commitment is expressed as a number of Certifications run per month. For each calendar month in which the total number of Certifications generated (in any Confidence Tier, including Abstain) is less than the Minimum Monthly Commitment, Customer will pay, in addition to its per-Certification fees for that month, a shortfall charge equal to the number of Certifications by which Customer fell short of the Minimum Monthly Commitment, multiplied by the weighted average per-Certification fee for the paid Certifications generated that month (or, if no paid Certifications were generated that month, by the Moderate tier rate applicable to Customer under Section

4.2). Shortfall charges are not credits against fees in any other month. The Minimum Monthly Commitment is prorated for any partial calendar month at the beginning or end of the Term.

4.4 Invoicing; Payment. Fees are invoiced monthly in arrears and are due Net 30 from the invoice date.

4.5 Late Payment. Amounts not paid when due bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse TurboClaim's reasonable costs of collecting overdue amounts, including reasonable attorneys' fees.

4.6 Taxes. Fees are exclusive of applicable sales, use, and similar taxes, which are Customer's responsibility.

4.7 Payment Methods. If Customer elects to pay by credit card or ACH, Customer authorizes TurboClaim to charge the stored payment method for amounts due under the Agreement, including using updated payment information received from Customer's bank or payment processor.

5. DATA SHARING PARTNER PROGRAM

5.1 Optional Enrollment. Customer pays the Standard Rates under Section 4.2 by default. Customer may enroll as a Data Sharing Partner — on the Order Form or at any time during the Term by written notice to TurboClaim and commencement of Outcome Data delivery — to receive the discounted Data Sharing Partner Rates in exchange for furnishing monthly Outcome Data, which helps improve the Platform for all customers.

5.2 Reporting Obligation. If Customer enrolls as a Data Sharing Partner, Customer will deliver Outcome Data for all Claims submitted to the Platform no later than the fifteenth (15th) day of each calendar month, covering all Claims resolved during the prior calendar month, in a format reasonably specified by TurboClaim (CSV, API submission, or another mutually agreed method) and in compliance with the de-identification requirements of Section 9.7.

5.3 Lapse in Reporting. If Customer fails to deliver Outcome Data for two (2) consecutive months, TurboClaim may, upon fifteen (15) days' written notice, revert Customer to the Standard Rates under Section 4.2 on a going-forward basis.

5.4 Enrollment Timing; Withdrawal. For mid-Term enrollment, the discounted Data Sharing Partner Rates apply to Certifications generated on or after the first day of the month following TurboClaim's receipt of Customer's first Outcome Data submission. Customer may not withdraw from Data Sharing Partner enrollment during a term, but may withdraw effective at the start of a Renewal Term by written notice before the renewal date.

6. PA NETWORK; CERTIFIED COMMISSION RATES

6.1 Below-Standard Commission Structure. Each member of the PA Network has contractually agreed with TurboClaim to accept commission rates below the member's standard commission rate (typically ten percent (10%) in the industry) on ClaimPredict-certified Claims with a predicted outcome of Approval. Actual rates vary by PA Network member, market, and Confidence Tier, with higher-confidence Certifications generally commanding the largest reductions — indicatively around seven percent (7%) for High Confidence, eight percent (8%) for Moderate, and nine percent (9%) for Low Confidence predicted-Approval Claims. Claims with an Abstain result or a predicted outcome of Denial carry the member's standard rate. In all cases, each PA Network member has agreed that its commission rate on a certified Claim with a predicted outcome of Approval will be lower than the standard rate it would otherwise charge.

6.2 No Specific Rate or Savings Guaranteed. Actual savings depend on the PA Network member engaged, Customer's Claims volume, tier distribution, average claim value, and carrier mix. TurboClaim

does not guarantee any specific commission rate or dollar amount of savings; the commitment described in Section 6.1 is that PA Network members' rates on certified Claims with a predicted outcome of Approval will be below their standard rates.

6.3 PA Network Is Optional. Customer may, but is not required to, route certified Claims to PA Network members, and may continue to use its existing public adjuster relationships on any or all Claims.

6.4 Onboarding Customer's Existing Adjusters. At Customer's request, TurboClaim will make commercially reasonable efforts to negotiate Certified Commission Rates with Customer's existing public adjuster(s) and onboard them into the PA Network at no additional cost to Customer. TurboClaim does not guarantee that any adjuster will agree to Certified Commission Rates.

6.5 Network Composition. The composition and size of the PA Network may change over time as partners join or exit. TurboClaim does not guarantee the availability of any specific firm, but will maintain commercially reasonable network coverage in Customer's active markets and will provide a current roster of PA Network partners in Customer's markets within five (5) business days of written request.

7. BUSINESS REVIEWS; RENEWAL REVIEW

7.1 Business Reviews. Upon either party's request, but no more often than once per calendar quarter, the parties will meet to review Platform performance, including Certification accuracy by Confidence Tier, Claims volume and tier distribution, realized commission savings and hard-cost avoidance, and Customer feedback on integration and workflow.

7.2 Renewal Review. Following delivery of the annual performance summary under Section 3.5, the parties may meet to review results and discuss any proposed changes for the upcoming Renewal Term. Changes to an Order Form require a signed writing (Section 15.4); absent agreed changes, the Agreement renews on the same Order Form terms as described in Section 13.1.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means any non-public information disclosed by either party to the other in connection with the Agreement, including business plans, financial data, Claims data, customer lists, pricing, algorithms, model architecture, training data, performance metrics, trade secrets, and any other information marked or reasonably understood to be confidential. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party before disclosure; (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (d) is disclosed pursuant to a valid court order or governmental directive, provided the receiving party gives prompt written notice to the disclosing party.

8.2 Obligations. Each party will: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose it to any third party without prior written consent, except to employees, contractors, and advisors who need to know and are bound by confidentiality obligations no less restrictive than these; (c) use it solely to perform under or evaluate the Agreement; and (d) protect it with the same degree of care it uses for its own confidential information, and no less than reasonable care.

8.3 Return or Destruction. Upon termination of the Agreement or written request, each party will promptly return or destroy the other party's Confidential Information in its possession, except as required to be retained by applicable law or regulation.

8.4 Survival. The obligations in this Section 8 survive expiration or termination of the Agreement for three (3) years.

9. DATA RIGHTS; MODEL TRAINING

9.1 Customer Data Ownership. Customer retains all right, title, and interest in and to Customer Data. Nothing in the Agreement transfers ownership of Customer Data to TurboClaim, except for the license expressly granted in this Section 9.

9.2 License for Services and Model Training. Customer grants TurboClaim a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (sublicensable to service providers and subcontractors acting on TurboClaim's behalf) to use, process, analyze, and incorporate Customer Data into the Platform's machine learning models to: (a) generate Certifications and provide the services described in the Agreement; (b) train, retrain, fine-tune, validate, and improve the Platform's predictive models and algorithms; (c) develop new models, features, and products informed by patterns in Customer Data; and (d) generate de-identified, aggregated insights, benchmarks, and analytics from Customer Data in combination with data from other sources. This license is a material inducement for the pricing and terms TurboClaim offers under the Agreement.

9.3 Survival of License. The license in Section 9.2 survives expiration or termination of the Agreement for any reason. After termination, TurboClaim may continue to use previously submitted Customer Data as described in Section 9.2, without further obligation or compensation to Customer.

9.4 No Sale of Customer Data. TurboClaim will not sell, lease, rent, or otherwise transfer Customer Data in raw, identifiable form to any third party. This restriction does not limit TurboClaim's rights in de-identified, aggregated products under Section 9.5.

9.5 Aggregate Data Products. TurboClaim may aggregate Customer Data with data from other sources and may display, publish, distribute, license, and sell the resulting de-identified findings, benchmarks, market reports, and analytics ("Aggregate Data Products"). Aggregate Data Products will not identify Customer, any individual homeowner, or any individual claim, and are TurboClaim's proprietary intellectual property.

9.6 TurboClaim Intellectual Property. The Platform — including its algorithms, models (including models trained using Customer Data), training methodologies, Certification framework, and Aggregate Data Products — is and remains the exclusive property of TurboClaim. Customer receives only the limited right to use the Platform during the Term.

9.7 No PII. Customer must remove all personally identifiable information ("PII") from Claims data before submitting it to the Platform. PII includes, without limitation, homeowner names, Social Security numbers, email addresses, telephone numbers, dates of birth, driver's license numbers, financial account numbers, and any other information that could reasonably be used to identify a specific individual. Customer will implement and maintain reasonable technical and administrative safeguards to prevent transmission of PII to the Platform. If PII is inadvertently transmitted, Customer will promptly notify TurboClaim, and TurboClaim will use commercially reasonable efforts to delete it upon notification. Customer will indemnify and hold harmless TurboClaim from any claims, losses, or liabilities arising from Customer's failure to remove PII from submitted data.

9.8 Feedback. Customer may provide suggestions, ideas, or other feedback regarding the Platform ("Feedback"). TurboClaim may use Feedback for any purpose without restriction, acknowledgment, or compensation to Customer, and TurboClaim exclusively owns any improvements to the Platform and any new products or services developed using Feedback. Feedback is not Customer's Confidential Information.

10. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

10.1 Mutual Representations. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into and perform the Agreement; and (c) its execution and performance of the Agreement do not conflict with any other agreement to which it is a party.

10.2 TurboClaim Warranties. TurboClaim represents and warrants that: (a) the Platform will perform substantially in accordance with its documentation; (b) Certifications are based on historical data analysis and statistical modeling and do not constitute guarantees of claim outcomes; and (c) TurboClaim will comply with applicable laws and regulations in delivering the services.

10.3 Customer Warranties. Customer represents and warrants that: (a) it has the right to submit Claims data to the Platform and to grant the licenses in Section 9; (b) it will comply with all applicable laws and regulations, including insurance regulations, in its use of Certifications; (c) Claims submitted to the Platform are bona fide insurance claims and are not fabricated or materially misrepresented; (d) all Claims data submitted to the Platform will be free of PII as required by Section 9.7; and (e) it has implemented reasonable processes to remove PII from Claims data before submission.

10.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TURBOCLAIM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TURBOCLAIM DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY SPECIFIC CLAIM OUTCOME WILL OCCUR AS PREDICTED.

10.5 Predictions, Not Guarantees. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL CERTIFICATIONS GENERATED BY THE PLATFORM ARE PREDICTIONS BASED ON STATISTICAL ANALYSIS OF NATIONAL, REGIONAL, AND LOCALLY RELEVANT DATA POINTS — INCLUDING HISTORICAL CLAIMS OUTCOMES, CARRIER BEHAVIOR, STORM EVENT DATA, GEOGRAPHIC INDICATORS, AND DAMAGE TYPE PATTERNS — AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, A GUARANTEE, WARRANTY, OR ASSURANCE OF ANY PARTICULAR CLAIM OUTCOME. INSURANCE CLAIM DECISIONS ARE MADE SOLELY BY THE APPLICABLE INSURANCE CARRIER AND ARE SUBJECT TO FACTORS BEYOND THE PLATFORM'S CONTROL, INCLUDING ADJUSTER DISCRETION, POLICY TERMS, CARRIER-SPECIFIC UNDERWRITING GUIDELINES, AND REGULATORY CHANGES. CUSTOMER SHALL NOT REPRESENT TO ANY HOMEOWNER, INSURED, CARRIER, OR THIRD PARTY THAT A CLAIMPREDICT CERTIFICATION CONSTITUTES A GUARANTEE OF CLAIM APPROVAL OR DENIAL. TURBOCLAIM SHALL HAVE NO LIABILITY FOR ANY CLAIM OUTCOME THAT DIFFERS FROM THE PLATFORM'S PREDICTION, REGARDLESS OF THE CONFIDENCE TIER ASSIGNED.

11. LIMITATION OF LIABILITY

11.1 Cap on Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TURBOCLAIM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION, WILL NOT EXCEED FIFTY DOLLARS (\$50).

11.2 Exclusion of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exceptions. The limitations in Sections 11.1 and 11.2 do not apply to: (a) a breach of Section 8 (Confidentiality); (b) Customer's breach of Section 3.6 (Use Restrictions); (c) a party's indemnification obligations under Section 12 or Section 9.7; or (d) a party's willful misconduct or gross negligence.

12. INDEMNIFICATION

12.1 By TurboClaim. TurboClaim will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any claim that the Platform infringes a third party's intellectual property rights; or (b) TurboClaim's gross negligence or willful misconduct.

12.2 By Customer. Customer will indemnify, defend, and hold harmless TurboClaim and its officers, directors, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use of Certifications in a manner not authorized by the Agreement; (b) Customer's violation of applicable insurance laws or regulations; or (c) Customer's gross negligence or willful misconduct.

13. TERM AND TERMINATION

13.1 Term; Automatic Renewal. The Agreement begins on the Effective Date stated in the Order Form and continues for the Initial Term. It then automatically renews for successive twelve (12) month renewal terms (each a "Renewal Term" and, together with the Initial Term, the "Term") unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term. TurboClaim will provide Customer written notice of an upcoming Renewal Term at least forty-five (45) days before it begins.

13.2 Termination for Cause. Either party may terminate the Agreement immediately upon written notice if the other party: (a) materially breaches the Agreement and fails to cure within fifteen (15) days after receiving written notice of the breach; or (b) becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

13.3 Early Termination by Customer. Customer may terminate the Agreement for convenience upon thirty (30) days' written notice; however, for each month remaining in the then-current term (including the notice period), Customer will pay an early termination charge equal to the Minimum Monthly Commitment multiplied by the Moderate tier rate applicable to Customer under Section 4.2, which charges are accelerated and become immediately due and payable. Fees already paid are non-refundable, and no per-Certification fees accrue after the effective date of termination.

13.4 Early Termination by TurboClaim. TurboClaim may terminate the Agreement for convenience upon sixty (60) days' written notice, in which case Customer's Minimum Monthly Commitment obligations cease as of the effective date of termination and TurboClaim will refund any amounts paid for periods after that date, as Customer's sole remedy for such termination.

13.5 Effect of Termination. Upon termination or expiration: (a) Customer's access to the Platform ceases; (b) all accrued, unpaid fees (including amounts payable under Section 13.3) become immediately due and payable; (c) each party will return or destroy the other party's Confidential Information in accordance with Section 8.3; and (d) Sections 1, 2, 3.6, 4 (with respect to accrued fees), 8, 9, 10.4, 10.5, 11, 12, 13.5, 14, and 15 survive.

14. DISPUTE RESOLUTION

14.1 Escalation First. Before commencing arbitration, the parties will attempt to resolve any dispute arising out of or relating to the Agreement through good-faith negotiation between their respective senior executives for thirty (30) days following written notice of the dispute.

14.2 Binding Arbitration. Any dispute not resolved through negotiation within that thirty (30) day period will be finally and exclusively resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules then in effect, before a single arbitrator mutually selected by the parties or, if the parties cannot agree within fifteen (15) days, appointed by the AAA. The seat of arbitration is Harris County, Texas. The arbitrator may award any remedy available under applicable law, including injunctive relief, specific performance, and attorneys’ fees to the prevailing party. The arbitrator’s decision is final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

14.3 Confidentiality of Proceedings. All arbitration proceedings, including filings, evidence, testimony, and awards, are Confidential Information of both parties under Section 8.

14.4 Costs. Each party bears its own costs and attorneys’ fees in connection with the arbitration, and the parties share equally the fees and expenses of the arbitrator and the AAA, unless the arbitrator determines a different allocation is appropriate.

14.5 Injunctive Relief. Either party may seek temporary or preliminary injunctive relief in a court described in Section 15.2 to prevent irreparable harm pending the outcome of arbitration, without posting a bond. Doing so does not waive the right to compel arbitration.

14.6 Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.

15. GENERAL PROVISIONS

15.1 Governing Law. The Agreement is governed by the laws of the State of Texas, without regard to its conflict of laws principles.

15.2 Courts. For actions permitted under Section 14.5 and proceedings to enforce an arbitration award, the state and federal courts located in Harris County, Texas have exclusive jurisdiction, and each party irrevocably consents to the jurisdiction of those courts.

15.3 Entire Agreement. The Agreement (these Terms together with each Order Form and any documents expressly incorporated by reference) is the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

15.4 Amendments. Order Forms may be amended only by a written instrument signed by both parties. These Terms may be updated only as described in Section 1.4.

15.5 Assignment. Neither party may assign the Agreement without the other party’s prior written consent, except that either party may assign it to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

15.6 Severability. If any provision of the Agreement is held invalid, illegal, or unenforceable, that provision will be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full force and effect.

15.7 Waiver. A party’s failure to enforce any right or provision of the Agreement is not a waiver of that right or provision.

15.8 Notices. All notices under the Agreement must be in writing and delivered by email with confirmation of receipt (to Customer at the email address on the Order Form, and to TurboClaim at legal@turboclaim.ai), by certified mail (return receipt requested), or by nationally recognized overnight courier, to the addresses in Section 1.1 and the Order Form or such other address as a party designates in writing.

15.9 Independent Contractors. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, franchise, agency, or employment relationship.

15.10 Force Majeure. Neither party is liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, government actions, or internet or telecommunications failures.

15.11 No Third-Party Beneficiaries. The Agreement is for the benefit of the parties only and creates no rights in any third party.

15.12 Counterparts; Electronic Acceptance. Order Forms may be executed in counterparts, each of which is deemed an original. Electronic signatures and click-through acceptance are deemed original signatures for all purposes.

15.13 Interpretation. Section headings are for convenience only. "Including" means "including without limitation." References to URLs include successor URLs designated by TurboClaim.