

Master Subscription Agreement

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Date: January, 2026

This Master Subscription Agreement (“Agreement”) between the Jotform entity (“Jotform” or “we” or “us”) on the one hand that is named on the order form (“Order Form”) signed by our customer, and that customer (“Customer” or “you”) on the other hand. This Agreement shall become effective on the same date on which Customer signs the Order Form (“Effective Date”), and includes the attachments hereto.

This Agreement is only for Jotform’s enterprise customers who have been directed to this web page by a Jotform representative. This Agreement does not apply to Starter, Bronze, Silver, or Gold users/customers – if you have such an account with us, our terms of use [here](#) apply to you.

1. The Platform

- A.** Under the terms and conditions of this Agreement, Customer is obtaining the right to access and use Jotform’s online Enterprise form-building platform and all of the features, functionality, tools, and applications provided or associated therewith (the “Platform”).
- B.** Only your “Permitted Users” may use the Platform. “Permitted Users” are individual persons who are employees, officers, directors, or contractors of you, or of one of your affiliate companies/entities.
- C.** Every Permitted User account must be tied to a single natural person’s email address, and may not be shared by multiple individuals. Login credentials may not be shared.
- D.** You are responsible for ensuring your use of the Platform in a manner consistent with this Agreement and with applicable laws, including but not limited to privacy laws. You may use the Platform to accept third party payments by credit card, but you may not use the Platform to collect or store credit card information. You may not use the Platform to collect third parties’ log-in credentials for any third party site or platform without the party’s consent, or to collect third parties’ personal data for the purpose of selling or disseminating that data to third parties. Your continued access to the Platform is contingent upon your compliance with the law and these terms.

2. Term and Termination

- A. The initial term of this Agreement ("Initial Term") is as set forth on the Order Form. Following expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term"), at Jotform's then-current price, not to exceed the Consumer Price Index's year-over-year adjustment, as set by the Bureau of Labor Statistics, unless either party hereto gives the other sixty days written notice of an intent not to renew before the expiration of the initial Term or the current Renewal Term. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term" of this Agreement.
- B. Either party may terminate this Agreement on fifteen days' notice if the other party has materially breached this Agreement and has failed to cure such breach within thirty days of being provided with written notice of the breach.

3. Data

- A. Jotform will employ the security measures described at <https://www.jotform.com/enterprise/security/> for the protection, security, confidentiality and integrity of data that (i) you, our Customer, provide to Jotform, and (ii) third parties such as your customers and those who fill in and submit your forms provide to you in connection with your use of the Platform as set forth in this Agreement ("Submission Data").
- B. You are responsible for how you collect, use, store, and disclose personal data in connection with your use of the Platform as set forth in this Agreement.

4. Confidentiality

- A. The parties' non-public information disclosed to each other in connection with this Agreement shall be considered "Confidential Information" if it (i) is marked or indicated by the disclosing party as confidential, or (ii) should reasonably be understood by the receiving party ("Recipient") as being confidential. Confidential Information does not include information that was: (a) already known to the Recipient through no wrongful act of Recipient, or (b) already in the public domain through no wrongful act of the Recipient; (c) obtained from a third party not subject to an obligation of confidentiality; (d) independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

- B.** The Recipient shall (i) not disclose Confidential Information to third parties except as permitted herein (ii) use Confidential Information only to the extent necessary to fulfill the purposes of this Agreement, (iii) ensure that all individuals who have access to Confidential Information are bound by obligations of confidentiality, and (iv) promptly notify the disclosing party in writing of any violation of Section 4B(i-iii) hereof, and of any intent to disclose Confidential Information in response to a legal demand or request in sufficient time for the disclosing party to seek to prevent such disclosure. The Receiving Party shall strictly protect Confidential Information from unauthorized disclosure.
- C.** Upon expiration or termination of this Agreement, the Recipient will comply with any request from the disclosing party to return or destroy all Confidential Information in its possession except for any archival or back-up copies of Confidential Information retained for legal purposes.
- D.** The parties agree that the disclosing party may suffer irreparable injury if its Confidential Information is disclosed in violation of the terms of this Agreement, and that such party shall not be required to post a bond to seek and obtain injunctive relief as permitted by law to enforce this Section 4.

5. Warranties

- A.** Jotform warrants that the Platform will function materially in accordance with its written user guides and specifications posted at www.jotform.com/help/ or which have otherwise been provided to you in writing. The Platform is otherwise provided on an as-is basis.
- B.** Jotform disclaims all implied representations and warranties concerning the Platform, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement of third-party rights, to the maximum extent permitted by applicable law.

6. Indemnity

- A.** If, because of your use of the Platform, you are sued by a third party because of Jotform's claimed or alleged (i) infringement or misappropriation of that party's intellectual property

rights, or (ii) breach of Section 4B hereof, or (iii) violation of the claimant's data privacy rights (each of i and ii a "claim"), we will defend you against such claim(s), and will pay the amount of any adverse final judgment as to such claims. We retain in our sole discretion the right to settle any such claims brought against you out of court, at our expense (with your approval, which shall not be unreasonably withheld).

- B.** We will have no obligation to defend or indemnify you for claims that arise from your use or combination of the Platform with code, software, hardware, data, or processes not provided by Jotform, if the Platform would not infringe but for such use, combination, or modification, unless the same was made or done pursuant to Jotform's specific written instruction.
- C.** If we are sued by a third party who claims that we are liable for violating that party's data privacy rights because of your collection, use, or disclosure of Data in connection with your use of the Platform, you agree to defend us against such claim(s), and to indemnify us against damages and reasonable attorneys' fees and costs finally awarded by a court of competent jurisdiction in favor of the party that has brought such Claim(s) against us. You shall retain in your sole discretion the right to settle such claims brought against us out of court, without the need for our approval; if you settle such claims, You shall pay the settlement amount.
- D.** Neither party shall be required to defend or indemnify the other against any claim unless the party seeking a defense or indemnification (the "Requestor") (i) notifies the other party within 10 calendar days of the claim(s) being served on the Requestor, (ii) gives sole control of the defense and settlement of the claim(s) to the other party, and (iii) provides all information and assistance reasonably requested by the other party in defending or settling such claim(s) at the Requestor's expense. Neither party may settle any claim where the settlement agreement would include an admission of liability on the part of the Requestor, or would require the Requestor to make any payment to the claimant, or that includes any type of injunctive relief against the Requestor, without the Requestor's written consent.

7. Limitation of Liability

- A.** Except for the parties' indemnity obligations and intentionally wrongful conduct, in no event shall either party's liability arising out of or related to this agreement, under any theory of liability, exceed in the aggregate the greater of the amount paid or owed by you in the twelve (12) months immediately preceding when the claim arose.

- B. Except if and to the extent prohibited by law, in no event shall either party be liable under any theory of liability for any lost profits or lost business or revenue or for any indirect, special, punitive, incidental, consequential, or breach of warranty damages arising under this agreement, even if the party has been advised of the possibility of such damages occurring.

8. Other Provisions

- A. You agree not to reproduce, duplicate, copy, or reverse engineer the Platform. You may not sell, resell, or otherwise distribute the Platform or otherwise convey rights to use the Platform to third parties. You may not exploit, or attempt to find or exploit, vulnerabilities in Jotform's systems, form-building platform, or websites, whether by penetration testing or otherwise.
- B. You hereby authorize Jotform to access Submission Data as necessary to provide you with technical and customer support, in which case we will ask for your permission to access it. We may also access Submission Data in order to comply with our legal obligations, such as in response to a valid subpoena or law enforcement demand. You consent to our use of the subprocessors at www.jotform.com/subprocessors.
- C. Jotform will not be responsible for any issues or problems with your forms or your use of the Platform caused by mistakes you make or errors you introduce in building, creating, or using your forms.
- D. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld). In any permitted assignment, the assigning party shall ensure that the assignee agrees in writing to the terms of this Agreement.
- E. No Third-Party Beneficiaries. There are no third-party beneficiaries to or of this Agreement.
- F. Choice of Law. This Agreement shall be governed by and construed in accordance with (i) the laws of California, USA, excluding its conflicts of law provisions, and (ii) the laws of the USA, if the issue is federal in nature.

G. Disputes; Arbitration.

The parties agree that all disputes between them shall be finally resolved by binding arbitration conducted in English before a single neutral arbitrator, at the following location: If you, our Customer, are based in (a) the United States, the arbitration shall take place at and under the auspices of JAMS in San Francisco, California, or (b) a country other than the United States, the arbitration shall take place at and under the auspices of the ICC (International Chamber of Commerce). No arbitrator shall have the authority to issue any form of injunctive relief, or to hear or decide upon a dispute relating to Section 6 hereof or to award or assess damages that conflict with or exceed that which is set forth in Section 7 hereof. No claim shall be initiated or filed against the other party more than one year after the cause of action arises. The parties hereby voluntarily waive a trial by jury of all claims.

H. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to acts of government, pandemic, flood, fire, earthquakes, extreme weather phenomena, civil unrest, acts of terror, labor strikes, platform availability disruptions involving hardware, software or power systems not within such party's reasonable control, or third party attacks on a Party's systems or websites. If the Platform is continuously offline for more than seven consecutive days, Customer shall be entitled to terminate this Agreement.

I. Entire Agreement. This Agreement, together with the Attachments hereto, represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent. This Agreement supersedes and overrides all prior and contemporaneous agreements, contracts, terms and conditions and terms of use whether "standard" or otherwise, click-through terms and agreements, proposals, bids, customer terms and conditions, and representations, whether written or oral. No amendment, addendum, or other document the intent of which is to add to or otherwise modify the Agreement, or waiver of any provision of the Agreement, shall be effective unless in writing and signed by both parties.

J. Each party warrants to the other party that it has the legal power and authority to enter into this Agreement and that the person signing for that party has the authority to bind that party to the terms of this Agreement.

K. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision may be modified by the court, and shall be interpreted so as best to accomplish the objectives of the original provision, and the remaining provisions shall remain in effect. This Agreement shall not be construed against either party as the drafter. Sections 2 and 4-8 hereof shall survive the termination of this Agreement. Except as prohibited by law, English shall be the governing language of this Agreement.

9. Fees

- A.** The Total Fees set forth in the Order Form are due at the beginning of each Initial Term and at the beginning of any and all applicable Renewal Terms. We will invoice you for the same. You agree to pay all invoices in full within thirty (30) days of the invoice being emailed. If you require a Purchase Order ("PO") before receiving an invoice, you agree to issue the PO no later than 10 calendar days after the Effective Date hereof.
- B.** The Total Fees are net of and do not include any taxes owed either by Jotform or you arising out of your subscription to the Platform. You agree to pay all invoices in full, not withholding or holding back or deducting any amount from an invoice for purposes of or relating to any form of taxes.
- C.** With Jotform's consent, you may add additional Permitted Users during the Term, in increments of no less than 5 persons added at a time. The Total Fees will be pro-rated if additional Permitted Users are added after the Term has begun. Customer agrees that, if during the Term, Customer exceeds its number of Permitted Users, Jotform shall invoice Customer for the additional users, and Customer agrees to pay the invoice, without the need for an addendum for the same.
- D.** Where Customer is located outside the US, Jotform reserves the right to invoice the customer in local currency instead of in US Dollars. Where customer is invoiced in a currency other than US Dollars, official exchange rates as of the date of the invoice shall apply.
- E.** For each group or bundle of five (5) permitted users, the Platform includes one terabyte of data storage. There will be an additional charge of \$100/month for each additional 100GB of data storage space utilized.

10. Use Restrictions

You agree that you will comply with all applicable laws in connection with your use of the Platform. This means not violating any applicable law, legal right or protection, including but not limited to third parties' privacy rights and intellectual property rights.

In addition, the Platform may not be used for, or in connection with any of the following:

- Email solicitation, Mass Emailing, Spamming, Phishing, and the like
- Violating anyone's privacy rights
- Financial/monetary fraud or schemes
- Computer fraud or other computer crimes
- Defamation, discrimination, or harassment
- Funding, encouraging, or facilitating any criminal or other illegal activities
- Promoting, encouraging, or requesting any form of violence or harm to anyone
- Collecting any of the following: credit card information, highly-sensitive information such as log-in credentials for other sites or platforms
- Forms that include fields for the submitter to provide the personal information of any third party where the submitter does not have the permission of the third party to provide such information
- Promoting products or services on social media platforms or other websites where such actions violate the terms of use or community guidelines of such platforms or websites
- Money-making or other schemes involving legal, medical, or other professional services
- Including a third party's copyrighted or trademarked content or trade secrets in your form(s) without that party's permission
- Gathering, collecting, or asking for or suggesting that form submitters provide pornographic or sexually explicit content, or promoting or encouraging prostitution or other activities involving the exchange of sexual services as part of any transaction
- Any other activity prohibited under these Terms or under applicable law

Using the Platform for any such means as determined in our sole discretion may result in your forms being disabled and your account (and thus this Agreement) being terminated. You and your agents hereby forever release Jotform from any and all responsibility for any and all wrongs and violations of our terms or of the law committed by you relating to your use of the Platform.

11. Uptime, Support, Other

- A.** Jotform shall ensure that Customer has online access to the Platform ninety-nine and nine-tenths percent (99.9%) of the time as measured during any calendar month, 24 hours per day, seven days per week, 365 days per year ("Uptime"). Any outages as directed by Customer shall not be included in how Uptime is measured. For any month that Jotform has failed to meet the Uptime requirements, Jotform will provide the Customer with a report detailing the extent of the unavailability not later than the tenth of the month following the measured month.
- B.** If Jotform fails to meet the Uptime requirement set forth in Section 11A above, Customer will receive a service credit, allowing Customer to continue to use the Platform for a certain period of time after the normal expiration of Customer's subscription period, as follows:

Monthly Uptime %	Service Credit – Extra Days of Use
99% – 99.9%	3 days
98% – 98.9%	4 days
97% – 97.9%	5 days
96% – 96.9%	10 days
Below 96%	30 days

- C.** Throughout the term of this Agreement, Jotform shall provide the following support to Customer:
1. Consultation through the Platform's built-in ticketing system and, where reasonably necessary, real-time screen sharing consultation, including problem solving, bug reporting, documentation clarification and technical guidance for the Service. Jotform will assist Customer in identifying, verifying and attempting to resolve problems in the Service. Consultations will be available during the hours of 8am to 6pm USA Eastern Time, Monday through Friday.
 2. Priority processing of technical assistance requests.
- D.** Jotform's Data Center shall be located in the place indicated on the Order Form. Jotform shall only store Customer's Confidential Information in such place.

E. Back-Up and Recovery Requirements. Jotform shall perform the following back-up Service with respect to all Data stored in connection with Customer's use of the Service:

- i. Incremental back-ups will be performed nightly.
- ii. Offsite file backups will be performed weekly.
- iii. Full data back-up will be performed monthly.
- iv. File back-ups will be archived once a week.
- v. File back-ups will be retained for one month.
- vi. Disaster recovery/data recovery will be implemented no later than 6 hours after request by Customer.

E. Platform Technical Issues and Error Response.

- i. Jotform will respond to technical issues in the functioning of the Platform ("Issues") within the following times:

Priority Level	Definition	Error Response Time	Error Resolution Time
Critical	Platform is inaccessible.	1 hour	6 hours Jotform shall promptly initiate the following procedures: (1) assign its specialists and provide escalated procedures to correct the Error on an expedited basis, and (2) provide ongoing communication to Customer on the status of an Error on an hourly basis.
High	Platform is accessible, but a technical issue or glitch in the operation of it is causing significant issues in utilizing it.	8 hours	24 hours Jotform shall promptly initiate the following procedures: (1) assign its specialists and provide escalated procedures to correct the Error on an expedited basis, and (2) provide ongoing communication to Customer on the status of an Error as updates are available.

Low	Minor issue with the Platform, e.g., issue with a particular feature or function of the Platform.	1 day	<p>Next Maintenance Release</p> <p>Jotform shall (1) assign its specialist to correct the Error, and (2) provide communication to Customer on the status of the Error on a weekly basis." Maintenance Release" means a subsequent version of the Platform that includes Error corrections and/or upgrades.</p>
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- ii. If Jotform fails to meet the response times set forth in the table in Section 11.F.i above, Customer will receive a service credit, allowing Customer to continue to use the Platform for a certain period of time after the normal expiration of Customer's subscription period, as follows: Critical Issue – 3 extra days of use; High – 2 extra days of use; Low – 1 extra day of use.
- iii. If Jotform fails to meet the response times set forth in the table in 11.F.i above more than three times in any given month or the required Uptime for two consecutive months, Customer may terminate the Agreement without any further obligation to Jotform. If Customer has prepaid any fees, Jotform will provide a prorated refund of the total fees from the date of Termination.