END USER LICENSE AGREEMENT

Quavo Fraud & Disputes (QFD) — AWS Marketplace

Quavo, Inc. | 1201 North Orange Street, Suite #7115, Wilmington, DE 19801

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCESSING OR USING THE QFD SOFTWARE-AS-A-SERVICE PLATFORM. BY CLICKING "ACCEPT," SUBSCRIBING VIA AWS MARKETPLACE, OR OTHERWISE ACCESSING THE SERVICE, YOU ("CUSTOMER") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND THE ORGANIZATION YOU REPRESENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICE.

1. DEFINITIONS

- **"Agreement"** means this End User License Agreement, together with any Order Form, Schedule, or addendum incorporated by reference.
- **"Applicable Law"** means all applicable federal, state, and local laws, regulations, and orders of any Governmental Authority (meaning any federal, state, local, or foreign government or regulatory body with jurisdiction over a party).
- “Aggregate Data” has the meaning given in section 2.4.
- **"Artificial Intelligence" or "AI"** means a machine-based system that uses machine learning models, natural language processing, or other model-based techniques to generate predictions, classifications, recommendations, summaries, or workflow automation in connection with dispute resolution. "Artificial Intelligence" does not include any of the following, regardless of how marketed or branded: (a) rule-based workflow automation or business process engines; (b) deterministic routing, scheduling, or assignment logic; (c) reporting, dashboards, or business intelligence tools that aggregate, filter, or display data; (d) traditional statistical methods, including regression analysis, pivot tables, or descriptive analytics; (e) robotic process automation (RPA) that follows scripted instructions; (f) search indexing, sorting, or filtering algorithms; or (g) any software that operates solely through human-authored conditional logic (e.g., "if/then" rules) without a trained model component.
- **"Authorized User"** means an individual employee, contractor, or agent of Customer who is (a) at least 18 years of age, (b) authorized by Customer to access and use the Service on Customer's behalf, and (c) subject to this Agreement and Customer's internal acceptable use policies. Customer shall not permit any individual under the age of 13 to access or use the Service. The Service is not directed to, and is not intended for use by, children under the age of 13. Consistent with the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§ 6501–6506, and implementing regulations at 16 C.F.R. Part 312, Customer warrants that it will not knowingly submit, upload, or otherwise cause to be processed through the Service any personal information of any individual under the age of 13 without first obtaining verifiable parental consent as required by COPPA. If Customer becomes aware that personal information of a child under 13 has been submitted to the Service without required parental consent, Customer must notify Quavo immediately and cooperate with Quavo in deleting such information.
- **"Confidential Information"** has the meaning given in Section 6.1.

- **"Customer Data"** means any information or data provided by or on behalf of Customer to Quavo in connection with the Service, including data input into, displayed on, or processed by the Service.
- **"Customer Sensitive Data"** means personal or financial information regarding Customer's customers, members, employees, or other individuals, including any PII. Customer Sensitive Data is a subset of Customer's Confidential Information.
- **"Destructive Elements"** has the meaning given in Section 8.2(d).
- **"Documentation"** means all user manuals, technical manuals, and other materials in any form that describe the functionality, installation, or use of the Service.
- **"Effective Date"** means the date Customer accepts this Agreement or first accesses the Service, whichever is earlier.
- **"Intellectual Property Rights"** means all patents, copyrights, trademarks, trade secrets, database rights, design rights, and all other intellectual property and proprietary rights, whether registered or unregistered, anywhere in the world.
- **"Order Form"** means the ordering document or AWS Marketplace subscription through which Customer subscribes to the Service, specifying applicable fees, Subscription Term, and any additional terms.
- **"PII"** means information that identifies or can reasonably identify a particular individual, including nonpublic personal information as defined under the Gramm-Leach-Bliley Act ("GLB").
- **"Quavo Materials"** means the Service, Documentation, and all underlying software, technology, algorithms, models, methodologies, platforms, and intellectual property developed or owned by Quavo, including all updates, enhancements, and modifications thereto, whether developed independently or in connection with any Customer engagement.
- **"Service"** means Quavo's QFD (Quavo Fraud & Disputes) software-as-a-service platform made available to Customer under this Agreement, including all updates and new features released during the Subscription Term.
- **"Subscription Term"** means the period during which Customer has access to the Service, as specified in the Order Form. The Subscription Term automatically renews for successive 12-month periods unless either party provides written notice of non-renewal at least 60 days prior to the end of the then-current term.
- **"Taxes"** means sales, use, excise, value-added, and other similar taxes levied by any taxing authority relating to the Service, excluding taxes on Quavo's net income or gross receipts.

2. LICENSE GRANT

2.1 Grant. Subject to Customer's compliance with this Agreement and timely payment of all applicable fees, Quavo hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to access and use the Service solely for Customer's internal business operations.

2.2 Restrictions. Customer shall not, and shall not permit any third party to: (a) copy, modify, adapt, translate, or create derivative works of the Service or Quavo Materials; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Service; (c) sublicense, resell, rent, lease, transfer, or otherwise make the

Service available to any third party; (d) use the Service to provide service bureau, time-sharing, or other hosting services to third parties; (e) remove, alter, or obscure any proprietary notices in or on the Service or Documentation; (f) use the Service to build a competing product or service; (g) access the Service through any means other than Quavo's authorized interface; or (h) use the Service in violation of Applicable Law.

2.3 Quavo Ownership. Quavo retains all right, title, and interest in and to the Quavo Materials, including all Intellectual Property Rights therein. This Agreement does not convey to Customer any ownership interest in or to the Quavo Materials. No rights are granted to Customer other than the limited license expressly set forth in Section 2.1. Any features, improvements, or modifications to the Service developed by Quavo — whether or not informed by Customer feedback or usage patterns — remain the sole property of Quavo.

2.4 Customer Data Ownership and Aggregate Data. As between Customer and Quavo, Customer owns all Customer Data. Customer grants Quavo a limited, non-exclusive, non-transferable license during the Subscription Term to access, store, and process Customer Data solely to the extent necessary to provide the Service. Quavo will not sell Customer Data in identifiable form to any third party. Quavo may aggregate and anonymize Customer Data with data from other customers or sources to create "Aggregate Data" — data that does not identify Customer or any individual. Aggregate Data is not Customer Data or Customer Sensitive Data. Quavo may use Aggregate Data for any legitimate business purpose, including improving the Service, developing new features, fraud prevention and network analytics, industry benchmarking, and producing industry reports.

2.5 Feedback. If Customer provides suggestions, enhancement requests, or other feedback regarding the Service ("Feedback"), Customer grants Quavo a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate such Feedback into the Service or other Quavo products without restriction or compensation to Customer.

2.6 Non-Exclusive. The Service is provided on a non-exclusive basis. Nothing in this Agreement restricts Quavo's ability to provide the Service or similar technology to any other party.

3. SERVICE DELIVERY AND SERVICE LEVELS

3.1 Delivery. Quavo will make the Service available in accordance with the Documentation and any service level commitments set forth in the applicable Order Form or Schedule.

3.2 SLA Remedies. If Quavo fails to meet a service level commitment, Customer's sole and exclusive remedy is the service credits specified in the applicable Order Form or Schedule. Service credits do not apply to unavailability caused by: (a) Customer's acts or omissions; (b) third-party services or infrastructure outside Quavo's reasonable control; (c) force majeure events (Section 15.9); or (d) scheduled maintenance windows communicated in advance.

3.3 Backups. Quavo will perform backups of Customer Data using commercially reasonable practices on not less than a daily basis and will use commercially reasonable efforts to restore corrupted or lost files using the most current backup available.

3.4 Modifications. Quavo may update, modify, or enhance the Service from time to time. Quavo will use commercially reasonable efforts to notify Customer of material changes that adversely affect existing functionality.

3.5 Documentation. Quavo will make Documentation available to Customer electronically and will update Documentation to reflect material changes to the Service.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay fees as set forth in the Order Form. All fees are payable in U.S. dollars. Fees are non-refundable except as expressly provided in this Agreement.

4.2 Payment Terms. Fees are due and payable as specified in the Order Form. Undisputed invoices not paid within 30 days of the due date will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

4.3 Taxes. Customer is responsible for all Taxes associated with its purchase of the Service. If Quavo is required to collect or remit Taxes, such amounts will be invoiced and paid by Customer, unless Customer provides a valid exemption certificate.

4.4 Annual Fee Adjustments. Quavo may adjust fees on an annual basis in an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics for the 12-month period immediately preceding the start of the applicable renewal term.

4.5 Pass-Through Costs. Customer shall reimburse Quavo for reasonable third-party costs directly incurred in providing the Service (e.g., transaction processing fees). Any such costs will be itemized on the applicable invoice.

4.6 Suspension for Non-Payment. Quavo may suspend Customer's access to the Service if any undisputed amount remains unpaid for 15 days after written notice of non-payment. Suspension does not release Customer from its payment obligations.

5. ACCEPTABLE USE

5.1 Customer Responsibilities. Customer is responsible for: (a) all use of the Service by Customer's authorized users; (b) the accuracy, quality, and legality of Customer Data; (c) ensuring authorized users comply with this Agreement; and (d) maintaining the security of Customer's access credentials.

5.2 Prohibited Use. Customer shall not use the Service: (a) to upload, transmit, or process unlawful, harmful, or infringing content; (b) in any manner that interferes with the Service or other customers' use of the Service; (c) to attempt unauthorized access to the Service or Quavo's systems; or (d) in violation of any Applicable Law.

6. CONFIDENTIALITY

6.1 Definition. "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Customer Data and the terms of this Agreement are Confidential Information of Customer. Quavo Materials and pricing are Confidential Information of Quavo.

6.2 Exclusions. 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 prior to disclosure; (c) is independently developed without use of the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without restriction.

6.3 Obligations. Each Receiving Party will: (a) hold Confidential Information in confidence using at least the same degree of care it uses for its own confidential information (but not less than reasonable care); (b) not disclose Confidential Information to any third party without prior written consent except to employees, contractors, or advisors who need to know and are bound by confidentiality obligations no less protective; and (c) use Confidential Information only as permitted under this Agreement.

6.4 Compelled Disclosure. A Receiving Party may disclose Confidential Information if required by Applicable Law, provided it gives the Disclosing Party prompt prior written notice (where legally permissible) and cooperates with reasonable efforts to obtain a protective order.

6.5 Return or Destruction. Upon termination or expiration of this Agreement, each Receiving Party will promptly return or destroy all Confidential Information of the Disclosing Party, except as required by Applicable Law or its standard backup retention practices, provided that retained information remains subject to this Section 6.

7. DATA SECURITY

7.1 Security Program. Quavo maintains an information security program designed to: (a) protect the security and confidentiality of Customer Sensitive Data; (b) protect against anticipated threats or hazards to the security or integrity of such data; and (c) protect against unauthorized access that could result in substantial harm to Customer or its customers.

7.2 SOC 2 Compliance. Quavo is SOC 2 certified. In lieu of individual customer audit rights, Quavo will, upon written request and subject to an NDA, provide Customer with a copy of Quavo's then-current SOC 2 Type II audit report (or equivalent third-party security certification) no more than once per calendar year. Customer agrees that this mechanism fully satisfies any audit or assessment rights Customer may otherwise have with respect to Quavo's security practices.

7.3 Security Controls. Quavo's information security program includes: (a) logical access controls on a least-privilege basis; (b) multi-factor authentication for remote access; (c) encryption of Customer Sensitive Data in transit and at rest; (d) vulnerability management and penetration testing by qualified third parties; (e) incident response procedures; and (f) network security controls including firewalls and intrusion detection systems.

7.4 Incident Notification. Quavo will notify Customer as soon as reasonably practicable — and in any event within 72 hours of confirmed discovery — of any unauthorized access to or disclosure of Customer Sensitive Data.

7.5 PCI-DSS. To the extent the Service stores, processes, or transmits cardholder data on Customer's behalf, Quavo will comply in all material respects with applicable PCI-DSS requirements.

7.6 Penetration Testing. Customer may not conduct, or engage any third party to conduct, penetration testing or vulnerability scanning of the Service or Quavo's infrastructure without Quavo's prior written consent. Any approved testing must comply with Quavo's then-current testing policy.

7.7 Regulatory Examination. Customer Data may be subject to examination by regulatory agencies with jurisdiction over Customer to the same extent as records maintained on Customer's premises. Quavo will cooperate with lawful regulatory requests.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Warranties. Each party represents and warrants that: (a) it has the authority to enter into and perform this Agreement; (b) this Agreement constitutes a legal, valid, and binding obligation enforceable against it; and (c) it will comply with all Applicable Law in connection with its performance.

8.2 Quavo Warranties. Quavo represents and warrants that: (a) the Service will perform in all material respects in accordance with the Documentation; (b) the Service, as provided by Quavo and used in accordance with this Agreement, will not infringe the Intellectual Property Rights of any third party; (c) Quavo will use qualified personnel and commercially reasonable practices in providing the Service; and (d) Quavo will use commercially reasonable efforts to ensure the Service is free from any code designed to damage, disrupt, or disable Customer's systems ("Destructive Elements").

8.3 Customer Warranties. Customer represents and warrants that: (a) Customer has all necessary rights to provide Customer Data to Quavo; (b) Customer Data does not violate any third-party rights or Applicable Law; and (c) Customer will use the Service only in accordance with this Agreement and Applicable Law.

8.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.2, THE SERVICE IS PROVIDED "AS IS" AND QUAVO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. QUAVO DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VULNERABILITIES, OR THAT ALL ERRORS WILL BE CORRECTED. QUAVO DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR ISSUES ARISING FROM THIRD-PARTY NETWORKS, INTERNET CONNECTIVITY, OR COMMUNICATIONS INFRASTRUCTURE.

9. INDEMNIFICATION

9.1 Quavo Indemnification. Quavo will defend, indemnify, and hold harmless Customer from third-party claims alleging that the Service, as provided by Quavo and used by Customer in accordance with this Agreement, infringes any patent, copyright, trademark, or trade secret of a third party. This obligation does not apply to claims arising from: (a) Customer's modification of the Service; (b) use of the Service in combination with non-Quavo software, data, or systems not approved by Quavo; (c) Customer's failure to use an updated version of the Service after Quavo provides notice of infringement risk; or (d) Customer Data.

9.2 Infringement Remedies. If a third-party infringement claim arises, Quavo may, at its option: (a) modify the Service to be non-infringing while maintaining material functionality; (b) obtain a license for Customer to continue using the Service; or (c) terminate the infringing component and refund Customer a pro-rata portion of prepaid fees for the unused Subscription Term.

9.3 Customer Indemnification. Customer will defend, indemnify, and hold harmless Quavo from any third-party claims arising out of or relating to: (a) Customer Data; (b) Customer's breach of this Agreement; (c) Customer's use of the Service in violation of Applicable Law; or (d) Customer's violation of any third-party rights.

9.4 Indemnification Procedure. The indemnified party will: (a) promptly notify the indemnifying party in writing of any claim; (b) grant the indemnifying party sole control of the defense and settlement; and (c) cooperate reasonably at the indemnifying party's expense. The indemnifying party will not settle any claim in a manner that imposes liability, obligations, or any admission of fault on the indemnified party without prior written consent.

10. LIMITATION OF LIABILITY

10.1 EXCLUSION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, DATA, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 AGGREGATE CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT — REGARDLESS OF THE FORM OR THEORY OF ACTION, INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE — SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO QUAVO DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 SCOPE OF CAP. THE LIABILITY CAP IN SECTION 10.2 APPLIES TO ALL CLAIMS IN THE AGGREGATE, INCLUDING CLAIMS FOR BREACH OF CONFIDENTIALITY, INTELLECTUAL PROPERTY VIOLATIONS, DATA SECURITY INCIDENTS, AND ALL OTHER CAUSES OF ACTION; PROVIDED, HOWEVER, THAT THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS IN SECTIONS 10.1 AND 10.2: (I) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (II) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.3; AND (III) EITHER PARTY'S LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THE FEES AND OTHER TERMS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT QUAVO WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS.

10.4 REGULATORY DISCLAIMER. QUAVO DISCLAIMS ALL LIABILITY FOR CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE REGULATORY REQUIREMENTS. QUAVO MAKES NO REPRESENTATION THAT THE SERVICE OR ANY DOCUMENTATION IS COMPLETE, ACCURATE, OR FIT FOR

REGULATORY COMPLIANCE PURPOSES. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ENSURING ITS OWN REGULATORY COMPLIANCE.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and continues for the Subscription Term set forth in the Order Form, unless earlier terminated as provided herein.

11.2 Termination for Cause. Either party may terminate this Agreement upon 30 days' written notice if the other party materially breaches this Agreement and fails to cure such breach within the notice period (10 days for non-payment). Quavo may terminate immediately upon written notice if Customer breaches Section 2.2 (Restrictions) or Section 5.2 (Prohibited Use).

11.3 Termination for Insolvency. Either party may terminate immediately if the other party becomes insolvent, files for bankruptcy, or becomes subject to liquidation, receivership, or similar proceedings.

11.4 Effect of Termination. Upon termination or expiration: (a) all licenses granted to Customer under this Agreement immediately terminate; (b) Customer will cease all use of the Service; (c) each party will return or destroy the other's Confidential Information as provided in Section 6.5; and (d) Quavo will make Customer Data available for export for 30 days following termination, after which Quavo may delete Customer Data.

11.5 Suspension for Ongoing Harm. Quavo may suspend Customer's access to the Service immediately if Customer's use is causing or is reasonably likely to cause material harm to Quavo or third parties. Quavo will notify Customer promptly and work in good faith to resolve the issue.

11.6 Survival. Sections 2.3 (Quavo Ownership), 2.5 (Feedback), 4 (Fees — to the extent accrued), 6 (Confidentiality), 7 (Data Security - for so long as Quavo retains any Customer Data), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Effect of Termination), 12 (Compliance with Law), and 15 (General) survive termination or expiration of this Agreement.

12. COMPLIANCE WITH LAW

12.1 General Compliance. Each party will comply with all Applicable Law in connection with its performance under this Agreement.

12.2 Export Controls. Neither party will export or re-export the Service in violation of U.S. export laws, including the Export Administration Regulations (EAR) or applicable sanctions administered by OFAC. Customer represents that it is not located in or acting on behalf of any sanctioned country or restricted party list.

12.3 Anti-Bribery. Each party will comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act.

12.4 COPPA Compliance. The Service is a business-to-business platform not directed to children. Customer represents and warrants that it will not use the Service to collect, store, process, or transmit personal information from individuals Customer knows to be under the age of 13, except in strict compliance with COPPA (15 U.S.C. §§ 6501–6506) and its implementing regulations (16 C.F.R. Part 312), including obtaining verifiable parental consent where required. Customer is solely responsible for determining whether COPPA applies to its use of the Service and for implementing all required parental consent mechanisms. Quavo does not collect personal information directly from end users of Customer's services and has no ability to independently verify the age of individuals whose data Customer submits through the Service. Quavo will, upon Customer's written request, promptly delete any personal information that Customer identifies as belonging to a child under 13 that was submitted to the Service without required parental consent. Customer will indemnify and hold harmless Quavo from any claims, fines, or penalties arising from Customer's violation of COPPA in connection with its use of the Service.

12.5 Regulatory Cooperation. Quavo acknowledges that Customer may be subject to regulatory oversight and will cooperate with lawful requests from Customer's Governmental Authorities to the extent required by Applicable Law.

13. ARTIFICIAL INTELLIGENCE SERVICES

13.1 AI in the Service. To the extent Quavo utilizes Artificial Intelligence in connection with the Service provided to Customer, Quavo agrees that such Artificial Intelligence will comply in all material respects with Applicable Law for AI use in financial services and dispute resolution.

13.2 Regulatory Cooperation. Quavo agrees to assist and work with Customer in good faith in the event that any regulator of Customer requests information about Quavo's Artificial Intelligence practices in connection with the Service. Quavo will provide reasonable documentation, explanations, or attestations regarding its AI systems to support Customer's regulatory obligations, subject to Quavo's reasonable confidentiality protections for its proprietary technology.

13.3 No Training on Identifiable Customer Sensitive Data. Notwithstanding Section 2.4, Quavo will not use Customer Sensitive Data to train, re-train, fine-tune, develop, or improve any Artificial Intelligence or other AI models, technologies, or systems owned, licensed, or created by Quavo or any third party, without Customer's prior written consent.

13.4 AI Subcontractors — Zero Data Retention. Quavo will use commercially reasonable efforts to maintain a Zero Data Retention ("ZDR") agreement with any subcontractor providing Artificial Intelligence capabilities to Quavo in connection with the Service (e.g., large language model providers such as OpenAI or equivalent) to ensure that such subcontractor does not store, retain, or use any Customer Sensitive Data after processing it through their API or other services. Upon Customer's written request, Quavo will provide reasonable written confirmation of the ZDR arrangements in place with applicable AI subcontractors, subject to applicable confidentiality obligations.

13.5 AI Transparency. Upon Customer's written request, Quavo will provide a high-level description of the Artificial Intelligence features or components used in the Service, including the general purpose of such features and any known material limitations or risks relevant to Customer's use. Quavo is not required to disclose proprietary model architecture, training methodologies, or other trade secrets.

13.6 Human Oversight. Quavo acknowledges that Customer, as a regulated financial institution, may be required to maintain human oversight over automated decision-making processes. Quavo will use commercially reasonable efforts to ensure that the Service supports Customer's ability to review, audit, or override AI-assisted outputs in connection with dispute resolution workflows.

14. AWS MARKETPLACE TERMS

14.1 Procurement through AWS Marketplace. If Customer procures the Service through AWS Marketplace: (a) the Order Form is the AWS Marketplace order or subscription; (b) billing and payment are handled by AWS in accordance with Customer's AWS account terms; (c) any terms in the AWS Customer Agreement that conflict with this Agreement are superseded by this Agreement with respect to the rights and obligations between Customer and Quavo; and (d) AWS is not a party to this Agreement and has no obligations to Customer with respect to the Service.

15. GENERAL PROVISIONS

15.1 Governing Law; Venue. This Agreement is governed by the laws of the State of Delaware, without regard to conflict of law principles. Any dispute arising out of this Agreement will be brought exclusively in the state or federal courts in New Castle County, Delaware, and each party irrevocably submits to the jurisdiction of those courts.

15.2 Entire Agreement. This Agreement, together with all Order Forms and Schedules, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, representations, or understandings. No terms of any Customer purchase order or similar document will modify this Agreement.

15.3 Amendments. No modification of this Agreement will be binding unless made in writing and signed by authorized representatives of both parties; provided, however, that Quavo may update the terms of this Agreement upon not less than 30 days' prior written notice to Customer, and Customer's continued use of the Service after such notice period constitutes acceptance of the updated terms. If Customer does not agree to the updated terms, Customer may terminate this Agreement effective as of the date the updated terms would take effect by providing written notice to Quavo before such date.

15.4 Assignment. Customer may not assign this Agreement or any rights hereunder without Quavo's prior written consent. Quavo may assign this Agreement without consent: (a) to any Quavo affiliate; or (b) in connection with a merger, acquisition, or sale of all or substantially all of Quavo's assets. Any purported assignment in violation of this section is void.

15.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver of that right.

15.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

15.7 Notices. Formal notices under this Agreement must be in writing and delivered by overnight courier, first-class mail with return receipt requested, or email with confirmation of receipt. Notices to Quavo should be sent to its address in the preamble, Attention: Legal.

15.8 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any third party.

15.9 Force Majeure. Neither party will be liable for delays or failures caused by events beyond its reasonable control (including acts of God, natural disasters, war, pandemic, or internet outages), provided the affected party gives prompt notice and uses reasonable efforts to mitigate the impact. This section does not excuse payment obligations.

15.10 Statistical Data. Quavo may compile and use anonymized, aggregated statistics derived from Customer's use of the Service in accordance with Section 2.4.

15.11 Publicity. Quavo may include Customer's name and logo in its customer lists and marketing materials. Quavo may issue a press release announcing the relationship upon Customer's prior approval, not to be unreasonably withheld, conditioned, or delayed.

15.12 Counterparts. This Agreement may be executed in counterparts, including electronically, each of which will be deemed an original.

15.13 Relationship of Parties. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the parties.

ACCEPTED AND AGREED

By clicking "Accept" on the AWS Marketplace listing or executing an Order Form, Customer agrees to be bound by this Agreement.