END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") governs the use of the software product **Vocalyx** ("Software") made available through AWS Marketplace by the seller ("'SpringtownAI LLC' also doing business as 'HolboxAI' registered at 701 Tilery Street, Unit 12-1850, Austin, TX 78702, United States").

By subscribing to or using the Software, you ("Customer") agree to be bound by this Agreement.

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1. License Grant

Subject to the terms of this Agreement, the Seller grants the Customer a **non-exclusive, non-transferable, revocable license** to deploy and use the Software **solely within the Customer's AWS account** for its internal business or personal use.

The Software is provided as an **integration layer** that facilitates interaction between customer-managed infrastructure and third-party services - Twilio and Deepgram Voice Intelligence Capabilities.

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2. Scope of Use

The Software is designed to:

- Enable inbound voice interaction workflows
- Integrate customer-managed Twilio calling services and Deepgram Voice Intelligence Capabilities.
- Operate entirely within the Customer's AWS environment

The Software:

- Supports **inbound calls only**
- Does **not** initiate outbound calls
- Does **not** provide telephony services, AI services, or cloud infrastructure itself

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3. Customer Responsibility and Third-Party Service Disclaimer

1. Third-Party Services

This product integrates with third-party services **Twilio**, **Deepgram** using customer-provided credentials and customer-owned accounts.

Important disclaimers:

- The seller does not control, monitor, or audit data handled by third-party services
- Any data transmitted to or processed by third-party services is governed by:
  - the customer's agreements with those providers
  - the customer's subscription tiers
  - the customer's configuration and usage patterns
- The seller assumes **no responsibility** for data security, data retention, service availability, compliance and privacy practices of third-party providers.

1. Third-Party Service Limitations and Tier-Based Restrictions

Third-party services used by this product may have **operational and usage limitations** based on the subscription tier selected by the customer.

Such limitations may include, but are not limited to:

- Concurrency restrictions
- Call handling capacity
- API usage limits
- Feature availability
- Regional or number-based constraints

Deepgram (Voice Agent API)

- The product integrates **with Deepgram's Voice Agent API**
- Usage limits and concurrency behavior depend on the customer's Deepgram subscription tier

Customers are advised to consult Deepgram's official pricing and documentation pages.

Twilio (Inbound Calling and Phone Numbers)

- The product relies on **Twilio phone numbers for inbound calls only**
- Limitations related to inbound calling depend on:
  - account configuration
  - phone number type
  - regional regulations

○ subscription tier

Customers are advised to review Twilio's official pricing and inbound calling documentation:

2. Third-Party Pricing and Billing Scope

Any costs incurred through the use of third-party services (such as telephony or voice processing) are **billed directly by those service providers to the customer**, based on the subscription tiers and usage selected by the customer with those providers.

The seller:

- does not set, influence, or control third-party pricing,

- does not bundle third-party service costs into the price of this product, and

- does not participate in the billing relationship between the customer and third-party providers.

While this product uses third-party services to enable voice agent functionality, the product itself is provided **free of charge for its primary purpose of provisioning a voice agent directly to the customer's AWS account with the help of these third party services; however, it does not include the cost of third-party services within its pricing model.**

Customers should review the pricing and subscription options offered by the respective third-party providers to ensure alignment with their intended usage.

2. AWS Resources related Responsibility

The solution requires AWS resources to be provisioned in the customer's AWS account. The resources provisioned by the solution after the deployment are not controlled by the seller. So in case the customer is in need of scaling the solution, they can either manage the resources as needed on their own or raise a support ticket to the seller and avail support as per the support terms and conditions.

The resources provisioned will incur charges based on their configurations. The customer has full control over viewing, modifying, managing and deleting the resources.

4. Data Flow Description

1. End-to-End Data Flow
- Inbound calls are received on a customer-owned Twilio phone number.
- Call audio is processed by application logic running in Amazon ECS within the customer's AWS account.
- Voice intelligence is provided using Deepgram's Voice Agent API via customer-provided credentials.
- Data exchanged with Twilio and Deepgram flows **directly between the customer environment and those services**.
- Processed outputs and results are stored exclusively in customer-owned Amazon S3 buckets.

2. Data Residency and Ownership
- All customer data is processed and stored within the customer's AWS account
- The seller does **not** store, mirror, or persist customer data
- Data residency is governed by the AWS region selected by the customer

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5. Security Responsibilities

The Seller is responsible for providing the Software as described.

The Customer is responsible for:

- Securing their AWS account
- Managing IAM permissions, network access, and credentials
- Securing third-party service credentials
- Monitoring usage and access

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6. Restrictions

The Customer shall not:

- Use the Software for unlawful purposes
- Attempt to reverse engineer or modify the Software except as permitted by law
- Circumvent usage limitations or architectural safeguards
- Represent the Software as a standalone telephony or AI service

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7. Support and Updates

The Software may be updated at the Seller's discretion to:

- Improve functionality
- Address defects
- Maintain compatibility with AWS or third-party services

Support, if provided, is offered on a **best-effort basis** unless otherwise agreed in writing.

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8. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE."

THE SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The Seller does not warrant uninterrupted or error-free operation.

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9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SELLER SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES
- LOSS OF DATA, PROFITS, OR BUSINESS INTERRUPTION
- DAMAGES ARISING FROM THIRD-PARTY SERVICES OR CUSTOMER CONFIGURATION

The Seller's total liability shall not exceed the amount paid by the Customer for the Software during the twelve (12) months preceding the claim.

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10. Termination

This Agreement remains in effect until terminated.

The Customer may terminate this Agreement by discontinuing use of the Software and removing deployed resources.

The Seller may terminate this Agreement if the Customer materially breaches its terms.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles.

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12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the Software and supersedes all prior agreements or understandings related to its subject matter.