

A&I PRODUCTS AGREEMENT

BY CLICKING ON THE “I ACCEPT” OR SIMILARLY LABELLED BUTTON OR BY USING OR OTHERWISE EXERCISING ANY RIGHTS PROVIDED BELOW TO USE THE A&I PRODUCTS (AS DEFINED BELOW) OFFERED BY A&I SOLUTIONS, INC., (“A&I”), INCLUDING, FOR EXAMPLE, BY ACCESSING OR USING THE A&I PRODUCTS OR RECEIVING SERVICES PERFORMED BY OR ON BEHALF OF A&I (INCLUDING ANY PROFESSIONAL SERVICES (AS DEFINED BELOW), THIS ENTITY, INDIVIDUAL OR ORGANIZATION (“CUSTOMER”) CONSENTS TO BE BOUND BY THIS AGREEMENT, OR, IF APPLICABLE, BY THE TERMS OF A CURRENTLY EFFECTIVE WRITTEN AGREEMENT REGARDING THE USE OF THE PRODUCT AND SIGNED BY AN AUTHORIZED AGENT OF CUSTOMER AND BY A&I.

1. LICENSE.

1.1 License. During the Term defined below, A&I grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the A&I Products specified on an Order Form (as defined below) for Customer’s internal business purposes for the scope set forth on the Order Form executed by Customer and A&I or A&I’s authorized reseller. (each, a “A&I Order Form”). “A&I Products” means the proprietary software and hosted products of A&I and its licensors. “Order Form” means any statement of work, order form or other document (including an online document), website or form specifying A&I Products and services to be performed by A&I.

1.2 Restrictions. Customer shall not, and shall not authorize any third party to: (a) sublicense, use or duplicate the A&I Products, or any portion thereof, except as expressly authorized in this Agreement; (b) use the A&I Products by, or for the benefit of any third party; (c) modify, translate, or prepare derivative works based upon the A&I Products; (d) reverse-compile or decompile, disassemble or otherwise reverse engineer the A&I Products, except to the extent expressly required to be permitted by applicable law; (e) rent, lease, loan, sell, transfer, or distribute the A&I Products or any copy or portion thereof, to any other person or entity; (f) alter, remove, or obscure any copyright, trademark, or other proprietary notices or confidentiality legend on or in the A&I Products; (g) use the A&I Products to process, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; and/or (h) use the A&I Products to process, store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. Except for the license expressly granted by A&I to Customer under this Agreement A&I reserves all right, title and interests in and to the A&I Products and any derivative works thereof, and all intellectual property rights therein. Customer shall be responsible and liable for any action or inaction of any individual who obtains access to the A&I Products as a result of Customer’s acts or omissions.

1.3 Third Party Products. If the A&I Products licensed by Customer include Third Party Products, Customer acknowledges that its use of the Third Party Products are pursuant to the relevant provisions of A&I’s agreement with A&I’s licensor of those products (the “Third Party Terms”) which is incorporated by reference and which A&I will make available to Customer upon request. In addition to the provisions of this Agreement, Customer agrees to comply with the Third Party Terms.

1.4 **Hardware Subscription.** If the A&I Products include any hardware subscription, the terms and conditions located at <https://www.anisolutions.com/hardware-subscription-terms-and-conditions/> shall govern that hardware.

2. PROFESSIONAL SERVICES. If Customer has elected to purchase professional services, including services related to the A&I Products (“Professional Services”), A&I will provide those Professional Services in accordance with the SOW provided by A&I. A&I may need to rely on Customer for access to certain hardware, software, systems, data and personnel to provide the Professional Services. A&I’s responsibility to provide the Professional Services will be adjusted equitably to reflect Customer’s actions or inactions or changes to Customer’s systems.

3. CUSTOMER DATA. “Customer Data” means Customer’s data pertaining to Customer’s employees, customers, users or other individuals provided by Customer to A&I. Customer shall own all intellectual property rights in and to the Customer Data provided that Customer grants A&I a worldwide unlimited, license to use the Customer Data for the purposes of performing under this Agreement including, without limitation, the right to make the Customer Data available to A&I’s vendors and to third parties authorized or selected by Customer in the course of using the A&I Products. A&I will provide reasonable security measures for any hosted services related to the A&I Products. Upon any expiration or termination of this Agreement, A&I will unless legally prohibited, delete all Customer Data in its possession. Any Customer Data will be subject to A&I’s Privacy Policy as set forth at https://www.anisolutions.com/privacy_policy/.

4. CONSIDERATION.

4.1 The Fee for the A&I Products during the Term shall be as set forth on the A&I Order Form subject to modification as set forth herein. A&I or its authorized reseller may change the Fee for any Renewal Term (as defined below) by providing Customer notice. Except as otherwise set forth in an Order Form, all fees paid under this Agreement (collectively “Fees”) shall be payable in U.S. dollars. Excluding taxes based on A&I’s income, Customer is liable for all taxes, duties and customs fees associated with the Fees, whether or not A&I or its authorized reseller invoices Customer for those taxes, duties or customs fees.

4.2 Except as otherwise set forth in an Order Form, payments of Fees are due within 30 days of the date of the invoice issued by A&I or its authorized reseller. Past due payments shall be subject to interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Any dispute of an invoice by Customer must be received within in writing with a reasonably detailed, good faith explanation of the dispute within 5 days of Customer’s receipt thereof or the invoice shall be deemed correct. Except as otherwise expressly provided in this Agreement, Customer shall not be entitled to any refund of any Fees. If Customer disputes an invoice within the 5-day period set forth above, Customer may withhold payment of the disputed portion of the invoice until the dispute is resolved. The parties shall use good faith efforts to resolve the dispute as quickly as possible. An invoice dispute shall not entitle Customer to withhold payment for any undisputed portion of any invoice, which shall remain payable upon its terms.

4.3 A&I or its resellers may invoice Customer the Fees applicable to any use of the A&I Products or Professional Services in excess of the quantity for which Customer has

previously paid Fees, prorated for the remainder of the Initial Term or then-current Renewal Term at A&I's then-current rates (except as otherwise set forth in the applicable Order Form).

4.4 At the end of each calendar quarter during the Term, A&I may invoice Customer the Fees for any excess usage of the A&I Products which are more than the quantity for which Customer has previously paid Fees, prorated for the remainder of the then-current Term.

5. TERM AND TERMINATION. The term of this Agreement shall commence on the earlier of the date this Agreement is accepted by the Customer or the date Customer installs or otherwise accesses the A&I Products or A&I beings performing any Professional Services (the "Effective Date") and shall continue for the term set out on the A&I Order Form or, if the parties have not executed a A&I Order Form, for 30 days (the "Initial Term"). Upon the expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for an additional term of equal duration to the Initial Term (each, a "Renewal Term") subject to A&I's then-current pricing, terms and conditions unless (i) A&I provides Customer with notice of its intent not to renew at least 5 days before the end of the Initial Term then-current Renewal Term; or (ii) Customer provides A&I notice of its intent not to renew at least 5 days before the end of the Initial Term then-current Renewal Term. (The Initial Term and any Renewal Terms are the "Term".) This Agreement may be terminated by either party: (a) upon ten (10) days written notice if the other party materially breaches any provision of this Agreement and the breach remains uncured within that ten (10) day period; or (b) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations; or (c) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any proceeding of that nature is filed against it; or (d) immediately, upon any breach of Section 2 or Section 9 of this Agreement. Upon any expiration or termination of this Agreement: (x) all licenses and rights granted by A&I to Customer hereunder shall terminate; and (y) Customer will cease all use of the A&I Products; and (z) and Customer shall immediately return to A&I the A&I Products and any A&I Confidential Information. The provisions of Sections 1.2, 4, 5, 6, 8, 9 and 10 shall survive and remain effective after the effective date of termination or expiration of this Agreement.

6. INDEMNIFICATION. Customer shall defend, indemnify and hold harmless A&I, its licensors, vendors, employees, consultants and officers (including payment of attorneys' fees, expert fees and court costs) from any damages or third-party claims arising out of (a) any breach by Customer of this Agreement; (b) any breach by Customer of the CA Terms; or (c) any claims that any Customer Data infringes or violates any laws or regulations or any third-party intellectual property or other proprietary rights.

7. WARRANTY.

7.1 A&I Products Warranty. If A&I Products are provided pursuant to a A&I Order Form for any purpose other than Customer's evaluation, A&I warrants to Customer that, during the Term the A&I Products will materially perform in accord with their Documentation. A&I's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for A&I to remedy the non-conformity or, if A&I is unable to do so in a timely manner, to terminate the relevant Order Form and provide a refund of any Fees applicable

to any period of the non-conformity and any prepaid, unused Fees applicable to the period after the date of termination. The foregoing warranties do not cover non-conformances due to: (x) any modification, reconfiguration or maintenance of the A&I Products performed by anyone other than A&I; (y) any use of the A&I Products on a system that does not meet A&I's minimum standards; or (z) any software or hardware not provided by A&I.

7.2 A&I Professional Services Warranty. A&I warrants that all Professional Services shall be performed in a manner conforming to generally accepted industry standards and practices for similar Professional Services. A&I will have no liability for any failure to provide Professional Services resulting from Customer's failure to provide any resources set forth in the Order Form. A&I's entire liability and Customer's sole remedy for any breach of the preceding warranty will be for A&I to re-perform the nonconforming Professional Services

7.3 Warranty Notice. A&I shall be responsible under the warranties in this Agreement only if Customer provides A&I with a written warranty claim detailing the non-conformity within (a) 10 days of the non-conformity in the case of the A&I Products; and (b) 10 days of the original performance of the non-conforming Professional Services in the case of Professional Services.

8. DISCLAIMER; LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE A&I PRODUCTS, PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES PROVIDED BY A&I ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY AND A&I'S SOLE LIABILITY FOR ANY BREACH OF THIS AGREEMENT SHALL BE TO TERMINATE THE AGREEMENT, CEASE ALL USE OF THE A&I PRODUCTS AND IMMEDIATELY RETURN TO A&I THE A&I PRODUCTS AND ALL DUPLICATES, AND ANY A&I CONFIDENTIAL INFORMATION. IN NO EVENT SHALL A&I BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS, INCLUDING LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR COSTS. IN NO EVENT WILL THE AGGREGATE LIABILITY OF A&I OR ANY OF ITS THIRD-PARTY LICENSORS UNDER ANY THEORY OF LIABILITY EXCEED THE GREATER OF (a) THE FEES RECEIVED BY A&I FROM CUSTOMER IN THE 6 MONTHS PRIOR TO WHICH THE CLAIM AROSE; OR (b) ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. A&I MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SITES, SERVICES OR CONTENT WHICH ARE MADE AVAILABLE THROUGH THE A&I PRODUCTS ("THIRD-PARTY CONTENT"). A&I DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY THIRD-PARTY CONTENT.

9. CONFIDENTIAL INFORMATION. Customer acknowledges that it may receive from A&I confidential information relating to A&I. That information shall belong solely to A&I and includes, but is not limited to, the terms of this Agreement and other technical, business, marketing and financial information, and any data not previously known that could reasonably be considered confidential or proprietary ("Confidential

Information”). Confidential Information shall not include information which: (a) is already known to Customer prior to disclosure by A&I; (b) becomes publicly available without fault of Customer; (c) is rightfully obtained by Customer from a third party without restriction as to disclosure; or (d) is approved for release by written authorization of A&I. During and after the term of this Agreement, Customer shall: (y) not use (except as expressly authorized by this Agreement) or disclose Confidential Information without the prior written consent of A&I; and (z) take all reasonable measures to maintain the Confidential Information in confidence. Information shall not be deemed confidential if it becomes public without breach of this Agreement by Customer. The A&I Products and all technical information relating thereto shall be considered Confidential Information of A&I. Customer may disclose Confidential Information to the extent required by law, provided that Customer gives A&I reasonable advance notice of the required disclosure and the opportunity to obtain appropriate confidential treatment for the Confidential Information. A&I may disclose aspects of this Agreement to its licensors to the extent required under the agreement with the licensor. A&I will be free to use any data, metadata and information it so collects relating to the A&I Products and may allow others to do so.

10. GENERAL:

10.1 Compliance with Laws; Export Control. Customer shall use the A&I Products in compliance with all applicable laws, statutes, rules and regulations. Except as expressly permitted in this Agreement, Customer shall not export or import the A&I Products (including any Documentation) or any technical information provided under this Agreement.

10.2 U.S. Government End-Purchaser. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all A&I Products and accompanying documentation provided by A&I are “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

10.3 Miscellaneous. Customer consents to A&I’s use of Customer name and logo and general description of Customer’s relationship with A&I in press releases and other marketing materials and appearances. Customer agrees to receive marketing communications and other solicitations and materials from A&I, as determined by A&I in its sole discretion. Neither this Agreement, nor any rights, licenses nor any obligations hereunder, may be assigned by Customer without the prior written consent of A&I. Any attempted assignment in violation of this Agreement shall be void and without effect. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. This

Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Georgia, excluding rules governing conflict of law and choice of law. The federal and state courts within Gwinnet County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, those courts and service of process being affected upon it by registered mail sent to the address set forth at the beginning of this Agreement in the case of A&I, and by registered mail to any address provided by Customer to A&I in the case of Customer. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained in this Agreement shall have any force or effect. Customer's representative identified herein represents and warrants that all information provided hereunder is true and accurate and that he/she has the authority to bind Customer to the terms herein. This Agreement may be amended only upon the written consent of both parties. In the event the parties enter into, or have entered into a formal written agreement, including, without limitation an agreement which the parties have electronically signed, the terms of that agreement shall control over the terms of this Agreement.