

Anna, LLC AWS Marketplace Public Offer Agreement

THIS AWS MARKETPLACE PUBLIC OFFER AGREEMENT (“Agreement”) is entered into by and between Anna, LLC, a Delaware limited liability company with its executive offices located at 200 Westside Square, Huntsville, AL 35806 (“ANNA”), and the entity or individual accepting this Agreement in connection with a subscription to the Services through AWS Marketplace (“CLIENT”).

BACKGROUND

WHEREAS, ANNA provides an artificial intelligence-powered customer experience platform — the Anna CX Platform® — that assesses, scores, and analyzes customer service interactions, together with related license subscriptions and services;

WHEREAS, CLIENT engages in the business of marketing and administrating consumer and small-business services; and

WHEREAS, CLIENT believes that ANNA’s expertise and product portfolio will benefit CLIENT operations and, therefore, CLIENT desires for ANNA to provide customer experience performance management products and services as specifically described herein with respect to CLIENT operations and which ANNA has agreed to perform according to the terms and conditions set forth herein, including as procured through AWS Marketplace.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Acceptance and Effective Date.

BY CLICKING “SUBSCRIBE,” “ACCEPT TERMS,” OR A SIMILAR BUTTON PRESENTED THROUGH AWS MARKETPLACE, OR BY ACCESSING OR USING THE SERVICES, CLIENT AGREES TO BE BOUND BY THIS AGREEMENT AS OF THE DATE AWS MARKETPLACE RECORDS CLIENT’S ACCEPTANCE OF THE AWS MARKETPLACE OFFER FOR THE SERVICES (THE “EFFECTIVE DATE”). THIS AGREEMENT IS FORMED SOLELY BY THAT ACCEPTANCE, AND NO SIGNATURE PAGE, ORDER FORM, PURCHASE ORDER, OR OTHER SEPARATELY EXECUTED OR ATTACHED DOCUMENT IS REQUIRED OR CREATED. THE PERSON ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED TO BIND, AND DOES BIND, BOTH (I) THE HOLDER OF THE AWS ACCOUNT UNDER WHICH THE SUBSCRIPTION IS PLACED AND (II) EACH ENTITY ON WHOSE BEHALF THE SUBSCRIPTION IS PLACED OR THAT USES THE SERVICES UNDER THE SUBSCRIPTION, EACH OF WHICH IS JOINTLY AND SEVERALLY LIABLE AS CLIENT. IF CLIENT DOES NOT AGREE TO THESE TERMS, CLIENT MUST NOT SUBSCRIBE TO OR USE THE SERVICES.

As a condition of provisioning, CLIENT will complete ANNA’s registration process within the Anna CX Platform® promptly after the Effective Date and provide CLIENT’s full legal entity name, jurisdiction of organization, principal address, and a notice email address, together with the AWS account ID under which the subscription was placed. ANNA may withhold or suspend provisioning of the Services until CLIENT provides that information, and until it is provided the holder of the AWS account under which the subscription was placed is CLIENT for all purposes under this Agreement.

Amazon Web Services, Inc. and its affiliates (“AWS”) are not a party to this Agreement and have no liability under it. CLIENT’s use of AWS Marketplace is separately governed by the AWS Customer Agreement and AWS Service Terms.

Section 2. Services.

For the Term and subject to the conditions stated herein, CLIENT subscribes to, and ANNA agrees to provide, access to the Anna CX Platform® and the related license subscriptions, hosting, processing, and support described in this

Agreement and in ANNA's AWS Marketplace product listing for the Anna CX Platform® (the "Services"). The "Term" begins on the Effective Date and continues for the subscription term stated in the Offer (as defined in Section 3(a)), together with any renewal term, until terminated as provided in this Agreement.

ANNA may modify, update, add to, or improve the Services from time to time, and may deprecate or discontinue any feature, functionality, integration, model, or interface within the Services, provided that ANNA will not materially reduce the core functionality of the Anna CX Platform® for which CLIENT subscribed during CLIENT's then-current subscription term. ANNA will use commercially reasonable efforts to give CLIENT advance notice of a deprecation or discontinuation that ANNA reasonably expects to have a material adverse effect on CLIENT's use of the Services. Discontinuation of the Services as a whole is governed by Section 10(d). No statement in any roadmap, presentation, or other communication regarding future features or functionality is a commitment to deliver them, and CLIENT's subscription is not contingent on the delivery of any future feature or functionality.

Section 3. Subscription; Changes; Order of Precedence.

(a) Single Active Subscription; Mid-Term Increases Only. CLIENT's subscription to the Services is formed by CLIENT's acceptance of the AWS Marketplace offer for the Services (the "Offer"), and the Offer is subject to the terms of this Agreement as if fully set forth herein. An AWS account may hold only one active subscription to the Services at a time. During a subscription term, CLIENT may request an increase in its entitlement or the addition of business units, functions, or affiliates. Any such increase takes effect only if ANNA issues, and CLIENT accepts, an amendment or agreement-based offer through AWS Marketplace, and any credit or proration for the unused portion of the existing entitlement is as stated in that amendment or offer. A decrease in entitlement, and any other change to the pricing dimensions, subscription term, or payment schedule, is not available on a self-service basis during a subscription term and may be made only (i) effective as of a renewal term, by CLIENT accepting a new or amended offer for that renewal term, or (ii) if ANNA elects, in its sole discretion, to issue a private offer or amendment that CLIENT accepts. Any agreement resulting from an accepted amendment or agreement-based offer replaces CLIENT's existing agreement for the Services in its entirety rather than creating a parallel or additional agreement. CLIENT is responsible for all use of the Services by its business units, functions, and affiliates.

(b) Changes; Unaccepted Amendments. Requests for additional Services, changes in entitlement, or changes in the pricing dimensions, term, or payment schedule applicable to CLIENT's subscription become effective only when ANNA issues, and CLIENT accepts, an amendment or agreement-based offer through AWS Marketplace or, where AWS Marketplace does not support the requested change, upon a written amendment signed by ANNA and CLIENT. ANNA has no obligation to issue any amendment, replacement offer, or private offer, and no request by CLIENT obligates ANNA to modify CLIENT's entitlement, Fees, or subscription term. If ANNA does not issue, or CLIENT does not accept, an amendment or replacement offer, CLIENT's existing agreement, consisting of this Agreement and the then-current Offer, remains in force unchanged, CLIENT's entitlement is unchanged, and CLIENT remains obligated to pay the Fees for the then-current subscription term.

(c) Order of Precedence. In the event of a conflict: (i) the Offer accepted by CLIENT through AWS Marketplace, including any AWS Marketplace amendment CLIENT accepts, controls as to price, quantity, pricing dimensions, subscription term, start and end dates, and payment schedule; and (ii) this Agreement controls as to all other matters, including any matter the Offer does not expressly address. No HIPAA Business Associate Addendum, Enhanced Security Addendum, or other data protection addendum is available for, applies to, or is incorporated into a subscription governed by this Agreement, as provided in Section 8(f). The subscription term stated in this Agreement or in the Offer controls over any term displayed on CLIENT's AWS Marketplace invoice, bill, or account console.

(d) No Override of Core Protections. Notwithstanding subsection (c), no Offer, amendment, addendum, purchase order, or other document issued or accepted through AWS Marketplace or otherwise may modify, supersede, or waive Section 8 (Confidentiality), Section 9 (Intellectual Property Rights), Section 13 (Disclaimer of Warranties), Section 14 (Limitation of Liability), or Section 15 (Indemnification), and any purported modification of those Sections is void unless set forth in a written amendment signed by an authorized officer of ANNA.

Section 4. Fees for Services.

(a) As consideration for the Services, CLIENT agrees to pay the fees stated in the pricing dimensions of the Offer accepted by CLIENT, which correspond to the pricing dimensions ANNA configures for the AWS Marketplace public

listing (the “Fees”). All public offers for the Services are created, stated, billed, and payable in United States dollars. ANNA shall keep records of the licenses provisioned and the interaction minutes processed in rendering the Services hereunder. Upon CLIENT’s reasonable written request made no more than once in any twelve (12) month period and on at least thirty (30) days’ prior written notice, ANNA will provide CLIENT with copies of such records for the preceding twelve (12) months. Such records are ANNA’s Confidential Information and are subject to Section 8.

(b) Usage Entitlement. CLIENT’s subscription includes the number of interaction minutes stated as the included-minutes pricing dimension of the Offer accepted by CLIENT (the “Maximum Allowed Minutes”), measured per subscription month and, for a subscription term longer than one month, allocated ratably over the months in the term. The Maximum Allowed Minutes is the maximum number of interaction minutes that may be loaded and processed under the subscription during the applicable period; it is a maximum, not a contracted or committed amount, and Fees do not vary if fewer minutes are processed. Interaction minutes within the Maximum Allowed Minutes are processed under this Agreement at no additional per-minute charge and are not metered. If the listing includes an additional-minutes pricing dimension, interaction minutes processed in excess of the Maximum Allowed Minutes are metered and charged at the rate stated for that dimension, and metering applies only to usage above the Maximum Allowed Minutes; if the listing does not include an additional-minutes pricing dimension, ANNA’s rights with respect to usage above the Maximum Allowed Minutes are as stated in Section 4(c). If any per-unit, per-minute, or metered figure stated in this Agreement diverges from the corresponding pricing dimension configured for the AWS Marketplace listing, the pricing dimension configured for the listing controls.

(c) Entitlement Verification and Enforcement. AWS does not impose or monitor service limits, and enforcement of the Maximum Allowed Minutes is performed by ANNA within the Anna CX Platform® by verifying use against the entitlement AWS Marketplace records for CLIENT’s subscription. When CLIENT reaches the Maximum Allowed Minutes for a period, ANNA may, at its election and without liability to CLIENT, (i) suspend the loading and processing of additional interaction minutes until the beginning of the next period or until CLIENT accepts an amended offer increasing the entitlement, (ii) queue or throttle further processing, or (iii) where the listing includes an additional-minutes pricing dimension, continue processing and meter the excess minutes for billing through AWS Marketplace at the rate stated for that dimension. ANNA’s election to continue processing on any occasion is not a waiver of the Maximum Allowed Minutes or of ANNA’s rights under this Section.

(d) In addition, ANNA specifically reserves the right to bill CLIENT, through AWS Marketplace, for all Services that are scheduled by or on behalf of CLIENT to be performed, but are not canceled in writing or email by CLIENT within thirty (30) days following request thereof. Notwithstanding the foregoing, ANNA shall not bill CLIENT for scheduled Services canceled by ANNA that cannot be performed due to unforeseen electrical or equipment malfunctions at CLIENT or ANNA’s sites (not caused by CLIENT negligence) or due to any Force Majeure Event (defined below).

Section 5. Expenses.

CLIENT shall not reimburse ANNA for out-of-pocket expenses incurred by ANNA in connection with performing the Services unless such expenses are pre-approved by CLIENT.

Section 6. Payment for Services and Expenses.

(a) Pricing Model; Billing. The Services are offered on ANNA’s AWS Marketplace public listing as a SaaS contract with consumption product. Fees are billed to and collected from CLIENT by AWS, and disbursed to ANNA by AWS, in accordance with the Offer and AWS Marketplace’s standard billing, invoicing, and disbursement practices, as follows: (i) the Fees for the subscription entitlement are billed in full upfront upon CLIENT’s acceptance of the Offer, the only variable being the subscription duration CLIENT selects from the durations offered on the listing; and (ii) any metered charges for interaction minutes processed in excess of the Maximum Allowed Minutes are billed in arrears for the period in which they are metered. Installment, milestone, and other scheduled payment plans are not available on the public listing and may be offered, if at all, only under a private offer. Fees for the subscription entitlement are not prorated, refunded, or credited on account of underuse, and no credit is issued for unused interaction minutes. The pricing model for the listing cannot be changed after publication, and ANNA may offer different pricing dimensions, entitlements, or terms only through a new or amended offer as described in Section 3.

(b) If CLIENT in good faith disputes the amount or appropriateness of a charge, CLIENT shall notify ANNA in writing of the disputed charge, with reasonable supporting documentation, by the later of (i) fifteen (15) days after the

date the charge first appears on CLIENT's AWS Marketplace bill or invoice and (ii) the payment due date for that charge as stated by AWS. CLIENT shall pay all undisputed amounts when due and shall cooperate in good faith to resolve the disputed amount promptly. Charges not disputed within that period shall be deemed correct.

(c) Upon any expiration or termination of this Agreement or CLIENT's subscription, ANNA will provide CLIENT a statement of any undisputed amounts due and owing to ANNA as of the effective date of termination that are not billed or collectible through AWS Marketplace, and CLIENT shall pay such amounts directly to ANNA within thirty (30) days from the date of that statement. ANNA will not invoice CLIENT directly for any amount that is billed, or that is to be billed, to CLIENT through AWS Marketplace. This subsection applies solely to amounts not billed or collectible through AWS Marketplace, does not create any right to a refund, credit, or setoff, and does not obligate ANNA to refund or credit any amount that is non-refundable under Section 6(g).

(d) If AWS notifies ANNA that CLIENT's payment has failed or that CLIENT's subscription has been suspended or canceled for nonpayment, ANNA may suspend the Services and CLIENT's access to the Anna CX Platform® accordingly. If AWS terminates or cancels CLIENT's subscription, or the agreement formed by CLIENT's acceptance of the Offer, for payment failure, then (i) this Agreement and CLIENT's right to access and use the Services terminate as of the effective date of that termination, (ii) all Fees accrued or payable as of that date, including metered charges for interaction minutes already processed, remain due and payable, and (iii) CLIENT Personal Data will be handled as provided in Section 10(c), except that ANNA has no obligation to export or make data available until all amounts then due to ANNA have been paid. A suspension or termination made in accordance with this Section shall not relieve CLIENT of its payment obligations, and ANNA shall not be liable for any consequences of such suspension or termination. CLIENT shall reimburse ANNA for the reasonable costs of collecting any past-due amounts that fall outside AWS's standard billing and collection process, including reasonable attorneys' fees.

(e) If CLIENT's Fees remain unpaid through AWS Marketplace for more than thirty (30) days past due and are not cured within ten (10) days after ANNA's written notice, ANNA may, at its election, suspend the Services or terminate this Agreement and CLIENT's subscription, in addition to any rights AWS Marketplace affords ANNA with respect to nonpayment.

(f) All Fees and other amounts payable under this Agreement are exclusive of taxes. CLIENT shall be responsible for all sales, use, value-added, excise, and similar taxes, duties, and assessments imposed on the Services or the amounts payable hereunder, excluding taxes based on ANNA's net income, whether such taxes are collected by ANNA or by AWS Marketplace on ANNA's behalf.

(g) Refund Policy. If CLIENT cancels a subscription to the Services that was not purchased under a private offer within forty-eight (48) hours after purchase, AWS will issue CLIENT a full refund of the amount charged for that subscription, and ANNA consents to that refund. Except as stated in the preceding sentence, in Section 10(d), in Section 15(b), in Section 16(d), or as required by all federal, state, local, and foreign statutes, laws, ordinances, regulations, rules, codes, orders, and other requirements of any governmental authority that are applicable to a party or to its performance, receipt, or use of the Services, including those governing privacy, data protection, data security, consumer protection, telemarketing, call recording and monitoring, artificial intelligence, export control, and economic sanctions, in each case as amended from time to time ("Applicable Laws"), all Fees are non-refundable, and no refund or credit is provided for partial periods of service, unused interaction minutes, or termination before the end of the subscription term. Refunds of amounts billed through AWS Marketplace are processed by AWS. CLIENT may direct refund requests and questions regarding this policy to ANNA using the support contact information stated on ANNA's AWS Marketplace product listing for the Anna CX Platform® or by mail to Anna, LLC, 200 Westside Square, Huntsville, AL 35806, Attn: Billing.

Section 7. Independent Contractor.

The relationship between ANNA and CLIENT established by this Agreement is strictly that of independent contractors, and CLIENT and ANNA shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of, act as agent for, or otherwise bind the other.

Section 8. Confidentiality.

(a) For purposes of this Agreement, the term “Confidential Information” means all secret or proprietary information regarding or belonging to each party, as provided to the other party, in whatever form or format, whether or not marked or designated as such, including but not limited to (1) methods, processes, apparatuses, programs, or other materials conceived, designed, or created by or on behalf of the respective party to whom it belongs; (2) customers, customer lists, pricing and pricing methods, agents, suppliers, vendors, or contractors of the respective party; (3) customer NPPI (as defined below); (4) financial statements and information of the respective party to whom it belongs; (5) ANNA’s software, platform, and reports, including, but not limited to, the Services; (6) any other business information which the one party may reveal to the other in connection with the performance of this Agreement; and (7) information which has been marked “confidential” by a party hereto. The terms of this Agreement are not Confidential Information, and CLIENT acknowledges that ANNA publishes this Agreement at a publicly accessible location in connection with its AWS Marketplace product listing; the pricing dimensions, entitlements, and other terms of an Offer accepted by CLIENT remain Confidential Information of the parties. Confidential Information shall not include information that: (i) has been published or is otherwise in the public domain through no fault of the receiving party; (ii) prior to disclosure, is properly within the legitimate possession of the receiving party without obligation of confidentiality; (iii) is lawfully received from a third party having rights therein without restriction of the third party’s right to disseminate the information and without notice of any restriction against its further disclosure; (iv) is independently developed without breach of any obligation of confidentiality through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information; (v) is disclosed with the written approval of the Disclosing Party (defined below); or (vi) is obligated to be produced under order of a court of competent jurisdiction, an enforceable discovery request, a subpoena, or other legal process, provided that the party who is ordered, commanded, or requested to produce the Confidential Information shall, to the extent legally permitted, promptly notify the other party upon receipt of said process and allow the other party to move to quash or seek protection with respect to the Confidential Information before the return date of said process. Confidential Information disclosed pursuant to such process shall continue to be treated as Confidential Information for all other purposes under this Agreement.

(b) Each party shall regard and preserve as confidential all Confidential Information of the other party which may be obtained by it from any source. The party receiving Confidential Information (“Receiving Party”) of the other party (“Disclosing Party”) will exercise at least the same degree of care with respect to the Disclosing Party’s Confidential Information that the Receiving Party exercises to protect its own Confidential Information, and in no event less than a reasonable degree of care; and, at a minimum, the Receiving Party will adopt, maintain, and follow security practices and procedures sufficient to safeguard the Disclosing Party’s Confidential Information from unauthorized disclosure, access, use, or modification, misappropriation, theft, destruction, or loss, or inability to account for Confidential Information. Without the prior written consent of the party to whom such Confidential Information belongs, neither party shall sell, market, exploit, transfer, disseminate, or disclose in whole or part, directly or indirectly, any of the Confidential Information of the other party to any third person, firm, corporation, association, or entity, nor shall it use the Confidential Information of the other party except as necessary to perform its obligations or exercise its rights under this Agreement. For clarity, ANNA’s access to and use of CLIENT’s Confidential Information to provide, support, and improve the Services as permitted under this Agreement is not a breach of this Section. The Receiving Party may disclose the Disclosing Party’s Confidential Information to its affiliates and agents, including its legal and financial consultants, as long as those affiliates and agents are bound by confidentiality obligations at least as protective as those in this Agreement.

(c) Security Incident Notification. ANNA will notify CLIENT of a Security Incident without unreasonable delay and in any event within seventy-two (72) hours after ANNA confirms that a Security Incident has occurred. A “Security Incident” means a confirmed unauthorized acquisition, access, use, or disclosure of CLIENT Personal Data or CLIENT’s Confidential Information in ANNA’s possession or control that compromises the security or confidentiality of that information; unsuccessful log-in attempts, pings, scans, denial-of-service attempts, and similar events that do not compromise CLIENT Personal Data are not Security Incidents and require no notice. ANNA’s notice will be given to CLIENT’s notice email address and will include, to the extent then known and to the extent permitted by Applicable Laws and any law enforcement request, a description of the incident, the categories of information involved, the measures ANNA has taken to contain and remediate the incident, and a contact for further information, and ANNA will provide reasonable updates as material information becomes available. ANNA will reasonably cooperate with CLIENT’s investigation, but CLIENT, as controller and owner of CLIENT Personal Data, is solely responsible for determining whether notice to individuals, regulators, or others is required and for providing any such notice. ANNA’s notice under this Section is not an admission of fault or liability.

(d) Each party acknowledges to the other that the Confidential Information of the other party is of value to the other party and the other party would be injured and damaged by use or disclosure of such information without the express written authorization of the party to whom it belongs, and that this nondisclosure provision is reasonably related to the protection of information not available to the general public or a matter of public record.

(e) At the end of the Term or, subject to the exceptions in this subsection, whenever either party so requests, each party shall return or destroy all originals and copies of Confidential Information provided by the other party and shall, upon request, certify that it has done so, except that a party may retain Confidential Information (i) to the extent required by Applicable Laws, including laws governing privacy, consumer protection, and data security, such as the Gramm-Leach-Bliley Act, the Federal Trade Commission Safeguards Rule (16 CFR Part 314), and the Health Insurance Portability and Accountability Act; (ii) in routine archival or backup copies created in the ordinary course by automated systems; and (iii) in the case of ANNA, to the extent the Confidential Information, including CLIENT Personal Data and CLIENT materials, is reasonably necessary for ANNA to provide, support, secure, or bill the Services or to exercise rights that survive termination, in which case ANNA's obligation to return or destroy that Confidential Information arises upon expiration or termination of the Term and is satisfied as provided in Section 10(c); provided that information retained under this subsection remains subject to the confidentiality obligations of this Agreement for so long as it is retained.

(f) Data Processing. CLIENT is the controller and owner of any nonpublic personal information ("NPPI"), as defined under the Gramm-Leach-Bliley Act ("GLBA"), protected health information, as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), or other CLIENT Personal Data, and CLIENT remains responsible, as data owner, for the lawfulness of the data it provides and for obtaining all consents and providing all notices required under Applicable Laws. The Services as subscribed through ANNA's AWS Marketplace public listing are not offered or authorized for the processing of protected health information or of data subject to enhanced or heightened security requirements, and CLIENT shall not upload, transmit, or otherwise make any such data available to ANNA under a subscription governed by this Agreement. ANNA does not accept, and does not enter into, a HIPAA Business Associate Addendum, an Enhanced Security Addendum, or any other data protection addendum in connection with a subscription governed by this Agreement; those addenda are available only under a private offer, and CLIENT must obtain and accept a private offer from ANNA, with the applicable addendum in effect, before transferring any such data to ANNA. Any transfer in breach of this subsection is at CLIENT's sole risk. ANNA may delete, quarantine, or refuse to process any data submitted in breach of this subsection and may suspend the Services in whole or in part without liability to CLIENT. CLIENT shall defend, indemnify, and hold harmless ANNA from and against any claims, losses, liabilities, costs, and expenses arising out of or relating to such transfer.

(g) Service Provider Terms. To the extent CLIENT Personal Data includes personal information subject to the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its implementing regulations (collectively, the "CCPA"), CLIENT is the business and ANNA is a service provider, and the following apply. ANNA processes such personal information solely on behalf of CLIENT and only for the limited and specified business purpose of providing, operating, supporting, securing, and billing the Services as described in this Agreement, and for the additional purposes permitted to a service provider under the CCPA. ANNA will not sell or share such personal information within the meaning of the CCPA. ANNA will not retain, use, or disclose such personal information for any commercial purpose other than the limited and specified business purposes described in this Agreement, including outside the direct business relationship between the parties, except as permitted by the CCPA. ANNA will not combine such personal information with personal information it receives from, or on behalf of, another person, or collects from its own interactions with a consumer, except as permitted by the CCPA. ANNA certifies that it understands and will comply with the restrictions in this subsection. Nothing in this subsection limits ANNA's rights in Aggregated Data or ANNA's right to use de-identified information as permitted by the CCPA.

Section 9. Intellectual Property Rights.

(a) All Confidential Information disclosed by one party to the other shall remain the exclusive property of the Disclosing Party. Neither this Agreement nor any disclosure of Confidential Information grants the Receiving Party any right, license, interest, or title to the Confidential Information or under any trademark, copyright, patent, or other proprietary interest now or hereafter owned or controlled by the Disclosing Party. ANNA exclusively owns and retains all right, title, and interest in and to the Anna CX Platform®, the Services, and all software, algorithms, models, machine learning technology, methodologies, know-how, and improvements, enhancements, and derivative works thereof (collectively, the "ANNA Technology"), together with all Intellectual Property Rights therein ("Intellectual

Property Rights” meaning all patent, copyright, trademark, service mark, trade name, trade dress, trade secret, database, moral, and other intellectual property or proprietary rights of any kind, whether registered or unregistered, arising anywhere in the world), regardless of whether the same constitutes Confidential Information, and no rights are granted to CLIENT in the ANNA Technology except the limited license expressly set forth in this Agreement. ANNA owns all right, title, and interest in and to data and information in de-identified or aggregated form that neither identifies, nor is used by ANNA to identify, CLIENT or any individual (“Aggregated Data”).

(b) Unless otherwise explicitly stated herein, all intellectual property rights in and to all documents, work product, reports, scores, analyses, and other materials that are delivered to CLIENT under this Agreement or prepared by or on behalf of ANNA in the course of performing the Services (collectively, the “Deliverables”), except for any Confidential Information of CLIENT, are and shall be owned by ANNA, including any machine learning technology-based and other process enhancements or improvements to the Services. ANNA hereby grants CLIENT a non-exclusive, non-transferable, non-sublicensable, royalty-free license, during the Term and subject to CLIENT’s compliance with this Agreement, to use the Intellectual Property Rights in the Deliverables solely for CLIENT’s internal business purposes and solely in connection with CLIENT’s use of the Services. No order form, statement of work, or other separate document is required for a Deliverable to be subject to this Section, and the license granted in this subsection terminates upon expiration or termination of the Term as provided in Section 10(c).

(c) Restrictions. CLIENT shall not, and shall not permit any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, models, or underlying structure of the Services or ANNA Technology, except to the extent this restriction is prohibited by Applicable Laws; (ii) copy, modify, or create derivative works of the Services or ANNA Technology; (iii) sell, resell, sublicense, rent, lease, distribute, or otherwise make the Services available to any third party, or use the Services on a service-bureau or time-sharing basis; (iv) use the Services or any Deliverables to develop, train, or improve any product or service that competes with the Services; (v) scrape, harvest, or collect data from the Services other than as permitted by this Agreement, or circumvent any usage limits or security or access controls; (vi) use the Services in excess of the entitlement stated in this Agreement or in the Offer, including the Maximum Allowed Minutes, or circumvent, disable, or interfere with ANNA’s entitlement verification under Section 4(c); or (vii) remove or obscure any proprietary notices. CLIENT is responsible for all use of the Services under its account. CLIENT acknowledges that a breach of this Section 9(c) or of Section 8 would cause ANNA irreparable harm for which monetary damages are an inadequate remedy, and that ANNA is entitled to seek injunctive and other equitable relief without the necessity of posting a bond or proving actual damages, in addition to its other rights and remedies, including immediate suspension of the Services.

(d) Immediate Suspension for Misuse. Notwithstanding the cure period in Section 10(a), ANNA may immediately suspend CLIENT’s access to the Services, in whole or in part, without prior notice and without liability, if ANNA reasonably believes that CLIENT has breached this Section 9(c), that CLIENT’s use of the Services threatens the security, integrity, availability, or performance of the Anna CX Platform® or the data of ANNA or any other customer, or that continued access would cause ANNA to violate Applicable Laws or the rights of a third party. ANNA will notify CLIENT of the suspension and, where the cause is curable, will restore access promptly after CLIENT cures the cause to ANNA’s reasonable satisfaction. Suspension under this Section does not relieve CLIENT of its payment obligations, does not extend the subscription term, does not entitle CLIENT to a service credit or refund, and is in addition to ANNA’s other rights and remedies, including termination under Section 10(a).

Section 10. Term.

(a) This Agreement is effective as of the Effective Date and continues for the subscription term stated in the Offer, and for each renewal term, until (i) terminated by mutual written agreement of the parties; or (ii) terminated by either party upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof, or upon the other party’s insolvency, general assignment for the benefit of creditors, or any bankruptcy or receivership proceeding filed by or against the other party that is not dismissed within sixty (60) days. Renewal is controlled by CLIENT through CLIENT’s AWS Marketplace renewal settings, and CLIENT may cancel or change renewal at any time through AWS Marketplace; if the subscription does not renew, this Agreement and CLIENT’s right to access and use the Services expire at the end of the then-current subscription term without further notice. CLIENT acknowledges that if an accepted public offer is amended, the resulting agreement is a private offer that does not automatically renew, and that continuation of the Services beyond that term requires CLIENT’s acceptance of a new offer. CLIENT remains obligated to pay the Fees for the then-current

subscription term notwithstanding any change to its renewal settings, and ANNA has no obligation to provide the Services for any period for which AWS has not billed and disbursed the corresponding Fees.

(b) Notwithstanding any termination or expiration of this Agreement, the following provisions, together with any other provisions that by their nature should survive, shall survive: Section 6 (with respect to amounts accrued or payable as of termination), Section 8 (Confidentiality), Section 9 (Intellectual Property Rights), Section 11 (License, solely as to ANNA's rights in Aggregated Data), Section 12 (Representations and Warranties), Section 13 (Disclaimer of Warranties), Section 14 (Limitation of Liability), Section 15 (Indemnification), Section 18 (Non-Solicitation), Section 21 (Enforcement), and Section 22 (Damages).

(c) Upon expiration or termination of this Agreement or CLIENT's subscription, any and all rights and licenses granted to CLIENT, and the license granted to ANNA in Section 11, will terminate as to the affected Services, except as necessary for ANNA to comply with Applicable Laws or to exercise rights that survive termination, including ANNA's rights in Aggregated Data. Upon CLIENT's written request made within thirty (30) days after the effective date of termination, ANNA will make available to CLIENT, in a commercially reasonable format, an export of CLIENT Personal Data then in ANNA's possession, after which ANNA may delete such data in accordance with its standard practices and Section 8.

(d) Removal of the Services from AWS Marketplace. If ANNA removes or discontinues the Services from AWS Marketplace, ANNA will continue to provide the Services to CLIENT on the terms of this Agreement and the then-current Offer for the longer of the remainder of CLIENT's then-current subscription term and ninety (90) days after the date of removal, after which this Agreement and CLIENT's subscription terminate. ANNA will give CLIENT notice of the removal and will support export of CLIENT Personal Data as provided in Section 10(c). This subsection states ANNA's entire obligation on discontinuation of the Services, and no refund or credit is due on account of a removal except for Fees prepaid for a period after the termination date determined under this subsection.

Section 11. License.

With respect to all portals, software, tools, systems, and other intellectual property, and all information, data, or records of any kind that can be used to identify any individual, or that relate to, describe, are reasonably capable of being associated with, or could reasonably be linked with an individual, in whatever form or media ("CLIENT Personal Data"), that CLIENT makes available to ANNA during the Term, CLIENT hereby grants to ANNA a non-exclusive, fully-paid, royalty-free, and worldwide license to access and use such portals, software, tools, systems, data, and other intellectual property to provide, operate, support, develop, and improve the Services and ANNA's products and services, including the right to create and use Aggregated Data (as defined in Section 9(a)), and as otherwise permitted under Sections 8 and 9 of this Agreement. This license arises upon CLIENT's acceptance of the Offer and does not require any order form, statement of work, or other separate document. Subject to Section 10(c), ANNA's rights in Aggregated Data created during the Term, and ANNA's right to continue to use that Aggregated Data, survive expiration or termination of this Agreement. ANNA shall not use CLIENT Personal Data to market third-party products or services to CLIENT's customers.

Section 12. Representations and Warranties.

(a) CLIENT represents and warrants that: (1) it is authorized by its governing documents and controlling state law to enter into and to perform this Agreement; (2) the performance of this Agreement will not cause a default under any other agreement which binds CLIENT; (3) the individual accepting this Agreement on its behalf is fully authorized to do so as its binding act, including authority to bind the holder of the AWS account under which the subscription is placed and each entity on whose behalf the subscription is placed or that uses the Services, and the legal entity name and other identifying information CLIENT provides under Section 1 are complete and accurate; (4) it has all necessary licenses, consents, approvals, permits, and authorizations required to authorize ANNA to perform the Services and that ANNA's performance will not violate any Applicable Laws; (5) it has the right to authorize ANNA to provide the Services without violating any obligation to or any rights of any third party, including intellectual property rights; and (6) it will not upload, transmit, or otherwise make available to ANNA under this Agreement any protected health information or other data subject to enhanced or heightened security requirements, as provided in Section 8(f). CLIENT further represents and warrants that it has all necessary rights, consents, and permissions to collect, share, and use all CLIENT Personal Data as contemplated in this Agreement and that no CLIENT Personal Data or use thereof will violate or infringe any third-party rights, any Applicable Laws, or any terms of service or privacy policies.

governing CLIENT's accounts with any third-party platforms. CLIENT will be solely responsible for obtaining the necessary clearances, consents, and approvals from CLIENT's customers under Applicable Laws, including providing required notices and obtaining any consent (including opt-in consent, where needed) to enable CLIENT's use of the Services, including sharing CLIENT Personal Data with ANNA and other third parties in connection with the Services.

(b) CLIENT represents and warrants that it will refrain from using the Services (i) to make decisions about its customers' eligibility for employment, health care, credit, or insurance, or to make decisions solely by automatic means where the decision has a significant effect on the customer, or (ii) in any way that does or can be used to discriminate against any person or promote bigotry, racism, or harm. CLIENT may not collect or provide to ANNA or any other third party, in connection with the Services, any data that (i) falls under sensitive or special data definitions under Applicable Laws, (ii) is obscene in nature, (iii) relates to an individual's sexual orientation or sex life, or (iv) is collected from websites or services directed to children under the age of sixteen (16) or from customers whose age CLIENT knows to be under sixteen (16).

(c) CLIENT represents and warrants that the information and data, including CLIENT Personal Data, provided to ANNA in connection with the Services has not been collected for credit purposes and is not intended to be indicative of any customer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC § 1681a. CLIENT agrees that it shall not use any information or data derived from the Services as a factor in establishing any individual's eligibility for (i) credit or insurance used primarily for personal, family, or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC § 1681b, or any similar statute.

(d) ANNA will maintain PCI DSS compliance applicable to the Services. Upon CLIENT's reasonable written request made no more than once in any twelve (12) month period and on at least thirty (30) days' prior written notice, ANNA will provide CLIENT with its then-current Attestation of Compliance. The Attestation of Compliance is ANNA's Confidential Information, is provided subject to Section 8, and may be conditioned on CLIENT's execution of ANNA's standard non-disclosure agreement. ANNA will handle credit card information it obtains from CLIENT in providing the Services in accordance with applicable PCI DSS requirements.

(e) Call Recording, Voice Processing, and Biometric Identifiers. CLIENT is solely responsible for obtaining all consents and providing all notices required under Applicable Laws, including federal and state wiretap, call recording, two-party consent, and biometric privacy statutes, for the recording, monitoring, transcription, storage, and voice processing of customer interactions submitted to or processed by the Services, and for any biometric or voiceprint processing that CLIENT enables or requests. CLIENT will not upload, submit, or otherwise make available to ANNA any biometric identifier or biometric information, including any voiceprint, faceprint, or other identifier derived from a person's biological or behavioral characteristics, except to the extent expressly permitted in writing by ANNA and then only after CLIENT has obtained all required written releases and consents and provided all required notices. CLIENT represents and warrants that it has obtained and will maintain all such consents, releases, and notices, and will provide evidence of them to ANNA upon reasonable written request. ANNA may, without liability, disable, suspend, or decline to provide any recording, transcription, voice processing, biometric, or voiceprint feature, in whole or in part or as to any jurisdiction, where ANNA reasonably determines that doing so is necessary to comply with Applicable Laws or to avoid liability, and may delete, quarantine, or refuse to process data submitted in breach of this subsection.

SECTION 13. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE EXPRESS COMMITMENTS ANNA MAKES IN SECTION 12(D) (PCI DSS), SECTION 15(B) (INTELLECTUAL PROPERTY INDEMNITY), AND SECTION 16 (SERVICE LEVELS), AND SUBJECT IN EACH CASE TO THE LIMITATIONS AND SOLE REMEDIES STATED IN THOSE SECTIONS: CLIENT EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CLIENT'S SOLE RISK; THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND ANNA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. ANNA MAKES NO WARRANTY THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT DELIVERY OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES ANNA MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR

RELIABILITY OF ANY DATA, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO STATEMENT, ADVICE, OR INFORMATION PROVIDED BY ANNA OR ITS PERSONNEL, AND NO PRODUCT LISTING, DOCUMENTATION, OR MARKETING MATERIAL, CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SECTION 14. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 15, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, OR CLIENT'S INFRINGEMENT OR MISAPPROPRIATION OF ANNA'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING THE EXCEPTIONS STATED IN THE PRECEDING PARAGRAPH, ANNA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO OR DISBURSED TO ANNA PURSUANT TO THIS AGREEMENT, INCLUDING AMOUNTS DISBURSED TO ANNA THROUGH AWS MARKETPLACE, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST SUCH CLAIM. THE FOREGOING IS A SINGLE AGGREGATE CAP THAT APPLIES ACROSS ALL CLAIMS AND ALL SUBSCRIPTIONS, OFFERS, ORDERS, ADDENDA, AND OTHER AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SERVICES, WHETHER CONCURRENT OR SUCCESSIVE, AND MULTIPLE CLAIMS OR MULTIPLE AGREEMENTS DO NOT EXPAND, STACK, OR CREATE ADDITIONAL CAPS.

Section 15. Indemnification.

(a) CLIENT will defend, indemnify, and hold harmless ANNA and its officers, directors, members, employees, agents, successors, and assignees from and against any and all third-party claims, and all resulting liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to: (i) CLIENT's breach of any material provision of this Agreement; (ii) CLIENT's violation of any Applicable Laws; (iii) the actions, omissions, negligence, or willful misconduct of CLIENT or any individual or entity authorized to act on behalf of CLIENT, including any employee, independent contractor, or subcontractor; or (iv) any allegation that any of CLIENT's Confidential Information, CLIENT Personal Data, portals, software, tools, systems, or other materials provided to ANNA in connection with the Services infringes or misappropriates any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any third party.

(b) ANNA will defend, indemnify, and hold harmless CLIENT and its officers, directors, shareholders, employees, agents, successors, and assignees from and against any and all third-party claims, and all resulting liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs), to the extent arising out of an allegation that the Services, as provided by ANNA and used in accordance with this Agreement, infringe or misappropriate the intellectual property rights of a third party. ANNA shall have no obligation under this Section to the extent a claim arises from (i) CLIENT Personal Data or other materials provided by CLIENT, (ii) modification of the Services by anyone other than ANNA, (iii) use of the Services in combination with products or services not provided by ANNA where the claim would not have arisen but for such combination, or (iv) use of the Services other than as permitted under this Agreement. If the Services become, or in ANNA's reasonable opinion are likely to become, the subject of an infringement claim, ANNA may, at its option and expense, (A) procure for CLIENT the right to continue using the Services, (B) modify or replace the Services so they become non-infringing while maintaining materially equivalent functionality, or (C) if neither (A) nor (B) is commercially reasonable, terminate the affected Services and refund any prepaid, unused Fees for such Services. This Section states ANNA's entire liability and CLIENT's sole and exclusive remedy for any claim of infringement or misappropriation.

(c) Indemnification Procedure. The party seeking indemnification (the “Indemnified Party”) shall promptly notify the other party (the “Indemnifying Party”) in writing of any claim for which it seeks indemnification, provided that a failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced thereby. The Indemnifying Party shall have the right to control the defense of the claim with counsel of its choosing, and the Indemnified Party shall reasonably cooperate at the Indemnifying Party’s expense. The Indemnifying Party shall not settle any claim in a manner that imposes any liability or obligation on, or requires any admission of fault by, the Indemnified Party without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party may participate in the defense with its own counsel at its own expense.

Section 16. Service Levels.

(a) Availability. ANNA will use commercially reasonable efforts to make the Anna CX Platform® available at least 99.9% of the time during each calendar month (the “Availability Commitment”). Availability for a calendar month is calculated as (Total Minutes minus Excluded Minutes minus Unavailable Minutes) divided by (Total Minutes minus Excluded Minutes), expressed as a percentage, where “Total Minutes” means the total number of minutes in the calendar month; “Unavailable Minutes” means the number of consecutive full minutes during which the production instance of the Anna CX Platform® is not accessible for CLIENT’s use, as measured by ANNA’s monitoring systems, disregarding any period of less than five (5) consecutive minutes; and “Excluded Minutes” means minutes attributable to Scheduled Downtime, Maintenance Windows, Emergency Maintenance, a Force Majeure Event, CLIENT’s systems, networks, or acts or omissions, any suspension permitted under this Agreement, or CLIENT’s breach of this Agreement. ANNA’s monitoring records are the sole basis for determining availability and any service credit under Section 16(d).

(b) Scheduled Downtime and Maintenance. ANNA may schedule downtime of up to eight (8) hours per calendar month upon at least seventy-two (72) hours’ advance notice to CLIENT (“Scheduled Downtime”), and may perform routine maintenance and implement changes to critical systems during its standard maintenance windows of 10:00 p.m. to 6:00 a.m. Central Time Monday through Friday and 6:00 p.m. Saturday to 6:00 p.m. Sunday (“Maintenance Windows”). Code releases are implemented beginning after 6:00 p.m. Central Time on Saturday, with availability restored no later than 6:00 p.m. Central Time on Sunday. ANNA will communicate scheduled changes to CLIENT at least forty-eight (48) hours in advance by email or other reasonable means. Notwithstanding the foregoing, ANNA may implement emergency changes to systems and software with little or no advance notice where ANNA reasonably determines the change is necessary to protect the operational integrity or security of the Services (“Emergency Maintenance”). ANNA may change its Maintenance Windows upon notice to CLIENT. For purposes of this Agreement, “business day” means any day other than a Saturday, Sunday, or day on which banks in Huntsville, Alabama are authorized or required to close, and “business hour” means an hour falling between 8:00 a.m. and 5:00 p.m. Central Time on a business day.

(c) Support. ANNA will provide service-desk support during ANNA’s standard support hours and will use commercially reasonable efforts to provide an initial response to CLIENT’s support requests within the following times after receipt: (i) four (4) business hours for a complete outage of the production Services; (ii) one (1) business day for material degradation of a production function for which no reasonable workaround is available; and (iii) two (2) business days for all other requests. These times are targets for an initial response only, are not resolution commitments, and are not subject to service credits.

(d) Service Credits; Sole Remedy. If ANNA fails to meet the Availability Commitment in a given calendar month, CLIENT’s sole and exclusive remedy, and ANNA’s entire liability, shall be a service credit calculated as a percentage of the Fees for the affected Services allocable to that calendar month, determined for a subscription term longer than one month by dividing the subscription Fees for the then-current term by the number of calendar months in that term, as follows: (i) actual availability of 99.0% to less than 99.9%, a credit of five percent (5%); (ii) 98.0% to less than 99.0%, ten percent (10%); and (iii) less than 98.0%, twenty percent (20%). To receive a credit, CLIENT must request it in writing within thirty (30) days after the end of the affected month. Service credits will be applied against future Fees, are not redeemable for cash, and in no event will exceed the Fees allocable to the affected Services for the affected month. A failure to meet the Availability Commitment does not constitute a material breach of this Agreement for purposes of Section 10(a)(ii).

Section 17. Insurance.

During the Term, each party shall maintain, at its own expense, insurance appropriate to its obligations under this Agreement with insurers of recognized financial responsibility, including commercial general liability, cyber and privacy liability, and technology errors and omissions coverage, in amounts consistent with industry practice for the nature and volume of data processed. CLIENT shall maintain coverage sufficient to support its indemnification obligations under this Agreement. Upon reasonable written request, each party shall provide the other with a certificate of insurance evidencing the foregoing coverage.

Section 18. Non-Solicitation.

During the Term and for one (1) year thereafter, CLIENT shall not, directly or indirectly, solicit for employment or hire any employee, officer, or director of ANNA with whom CLIENT had contact in connection with this Agreement, without ANNA's prior written consent; provided that this Section does not prohibit general solicitations not specifically directed at ANNA personnel, or the hiring of any person who responds to such a general solicitation. If CLIENT hires or otherwise engages such an ANNA employee, officer, or director in violation of this Section, CLIENT shall pay ANNA a placement fee equal to fifteen percent (15%) of such individual's first-year annual base compensation, which the parties agree is a reasonable estimate of ANNA's recruiting and replacement costs and not a penalty. Such fee shall be paid within thirty (30) days after the commencement of the individual's employment or engagement with CLIENT.

Section 19. Non-Exclusivity.

CLIENT understands and agrees that ANNA performs consulting, quality assurance, and other services for or with entities engaged in the same or similar business as that of CLIENT and for entities which CLIENT may service. Nothing contained in this Agreement shall create an exclusive relationship between these parties nor shall it prohibit or restrict ANNA's activities or services with or on behalf of any other person or entity.

Section 20. Notices.

Any notices, consents, or other communications required to be given under this Agreement shall be in writing and shall be sufficient if (a) mailed, by certified or registered mail, return receipt requested, (b) delivered by independent courier, or (c) sent by electronic mail, with confirmation of transmission, to the addresses below or such other address as a party may specify by written notice in accordance with this Section: (i) if to ANNA, to Anna, LLC, 200 Westside Square, Huntsville, AL 35806, Attn: Legal, or the email address ANNA designates for legal notices; and (ii) if to CLIENT, to the email address associated with CLIENT's AWS Marketplace account, to any other address CLIENT designates in writing, or by delivery within the Services. Any notice so given shall be deemed delivered (i) at the time of actual delivery, if hand delivered, (ii) three (3) days after mailing, if mailed and subsequently confirmed by a return receipt card or postal service "unclaimed" notice, or (iii) on the date of transmission, if sent by email before 5:00 p.m. the recipient's local time on a business day, and otherwise on the next business day, provided the sender does not receive a bounce-back or error notification.

CLIENT agrees that notice given by ANNA to the email address associated with CLIENT's AWS Marketplace account, or by delivery within the Services, is sufficient notice for all purposes under this Agreement, whether or not CLIENT has designated any other address, and CLIENT is responsible for maintaining a current, monitored email address on its AWS Marketplace account and in ANNA's registration records.

Section 21. Enforcement.

(a) Governing Law; Jurisdiction; Jury Waiver. This Agreement, its validity, construction, and effect shall be governed by the laws of the State of Alabama, without regard to its conflicts of law rules. The parties also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the United States District Court located in the City of Huntsville, Alabama and, outside the subject matter jurisdiction of such court, to the state courts of Madison County, Alabama, for any actions, suits, or proceedings arising out of or relating to this Agreement. The parties further agree that service of any process, summons, notice, or document must be provided by U.S. registered mail to the addresses set forth in Section 20 above, as well as in accordance with Applicable Laws. In the event a dispute between the parties arises in court, each party irrevocably waives its right to a jury trial. No action or failure to act on the part of either party shall constitute a waiver of any breach or violation of this Agreement by the other party or be used as a defense against the enforcement of any provision herein.

(b) Class-Action and Collective-Action Waiver. EACH PARTY AGREES THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE BROUGHT SOLELY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR PROCEEDING. THE PARTIES FURTHER AGREE THAT NO CLAIM OF EITHER PARTY MAY BE JOINED OR CONSOLIDATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER OR PERSON, AND THAT NO COURT MAY PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING RELATING TO THIS AGREEMENT OR THE SERVICES. IF THIS SUBSECTION IS HELD UNENFORCEABLE AS TO ANY CLAIM OR REQUEST FOR RELIEF, THAT CLAIM OR REQUEST SHALL BE SEVERED AND STAYED PENDING RESOLUTION OF ALL CLAIMS THAT REMAIN SUBJECT TO THIS SUBSECTION, AND THE REMAINDER OF THIS SUBSECTION AND THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT.

(c) Limitations Period. Except for claims for nonpayment of amounts due under this Agreement, and except where a shorter or longer period is required by Applicable Laws that cannot be modified by agreement, no action, suit, or proceeding arising out of or relating to this Agreement or the Services may be brought by either party more than one (1) year after the date on which the claim accrued, and each party waives any longer statute of limitations or repose that would otherwise apply.

Section 22. Damages.

Neither party shall have any recourse or right of action against any shareholder, member, officer, or director, in his or her individual capacity as such, past, present, or future, of the other party or of any successor thereto, whether by virtue of any statute or rule or law or otherwise.

Section 23. Miscellaneous.

(a) Scope; Entire Agreement. This Agreement states the governing terms for self-service subscriptions to the Services purchased through ANNA's public listing on AWS Marketplace, and applies only to such subscriptions. This Agreement is a separate agreement from, and does not amend, incorporate, or supersede, ANNA's Master Services Agreement used for private offers and directly negotiated transactions (the "Private Offer MSA"), and the Private Offer MSA does not apply to a subscription governed by this Agreement. If CLIENT accepts a private offer governed by the Private Offer MSA, that agreement governs the subscription made under it, and this Agreement governs only the public-listing subscription to which it applies; the parties intend that no two agreements govern the same subscription. This Agreement, together with the Offer, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior oral and written negotiations, promises, and understandings relating hereto, and is subject to the order of precedence in Section 3(c). No HIPAA Business Associate Addendum, Enhanced Security Addendum, or other data protection addendum forms part of, or is incorporated into, a subscription governed by this Agreement, as provided in Sections 3(c) and 8(f). This Agreement shall not be modified, supplemented, or terminated except as provided in Section 3 or Section 23(g), or as otherwise agreed in writing by an authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement, without consent, to an affiliate or to a successor in connection with a merger, acquisition, corporate reorganization, financing, or sale of all or substantially all of its assets or equity, provided that the assignee assumes this Agreement in writing or by operation of law; provided further that CLIENT may not assign this Agreement, whether to an affiliate, a successor, or otherwise, to any business or entity that provides products or services that are the same as, similar to, or competitive with the Services without ANNA's prior written consent. Any purported assignment in violation of this Section is void.

(b) This Agreement is formed electronically as described in Section 1, requires no signature, counterpart, or dated signature block, and CLIENT's acceptance through AWS Marketplace has the same force and effect as a signed writing.

(c) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement.

(d) If any provision of this Agreement is determined by a court or other governmental authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision of this Agreement. Further, the provision that is determined to be invalid, illegal, or unenforceable shall be reformed and construed to the extent permitted by law so that it will be valid, legal, and enforceable to the maximum extent possible.

(e) Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control and without its negligence, including, without limitation, blackouts, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire and explosions, epidemics or pandemics, governmental actions or orders, and failures or interruptions of the internet, telecommunications, or third-party hosting or service providers (each a “Force Majeure Event”); provided that a Force Majeure Event shall not excuse or delay CLIENT’s obligation to pay any amounts due under this Agreement.

(f) Publicity. ANNA may identify CLIENT as a customer and use CLIENT’s name and logo in ANNA’s customer lists and marketing materials, subject to any written trademark usage guidelines CLIENT provides. Neither party shall issue a press release regarding the relationship without the other party’s prior written consent, and neither party shall otherwise use the other party’s name, logo, or trademarks without prior written consent.

(g) Agreement Updates. ANNA may update this Agreement from time to time by posting a revised version at the publicly accessible location identified on ANNA’s AWS Marketplace product listing for the Services. A revised version applies to (i) subscriptions accepted on or after its stated effective date and (ii) renewal terms beginning on or after that date. A revised version does not change the terms applicable to an existing subscription during its then-current term; a change to an existing subscription becomes effective only if ANNA issues, and CLIENT accepts, an amended or replacement offer through AWS Marketplace as described in Section 3. CLIENT’s continued use of the Services in a renewal term constitutes acceptance of the version of this Agreement in effect as of the first day of that renewal term.

ACCEPTANCE. THIS AGREEMENT IS FORMED AND BINDING AS OF THE EFFECTIVE DATE DESCRIBED IN SECTION 1 UPON CLIENT’S ACCEPTANCE OF THE APPLICABLE AWS MARKETPLACE OFFER, WITHOUT ANY SIGNATURE, COUNTERPART, OR OTHER FURTHER ACTION BY EITHER PARTY.