

Terms of Service

Last updated: June 16, 2023

These Customer Terms of Service (these “**Customer Terms**”) describe your rights and responsibilities when using the web-based software platform and related services (the “**Services**”) offered by Anakin, Inc. dba Anakin (or its successors or assigns) (“**Anakin,**” “**we**” , “**our**” , or “**us**”). If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together with all documents referenced herein form the “**Agreement**” between Customer and us.

If you subscribe to, or access or use the Services, create an organization, invite users to that organization, or use or allow use of that organization after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Agreement and agree to the Agreement on behalf of Customer. You also acknowledge that you have read and understood our Privacy Notice available at [Hyperlink to be inserted]. Company reserves the right to modify these Terms and will provide notice of these changes as described below. Please make sure you have the necessary authority to enter into the Agreement on behalf of Customer before proceeding.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 13.2 (THE “**ARBITRATION AGREEMENT**”) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 13.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

General Provisions

Customers, Authorized Users, and Customer Content

“**Customer**” or “**you**” is either you, if you are an individual entering into the Agreement on your own behalf, or the organization that you represent in agreeing to the Agreement. If your organization is being set up by someone who is not formally affiliated with a business entity or other organization, Customer is the individual creating the organization. If you signed up for a subscription plan using your corporate email domain or are otherwise entering into a subscription plan on behalf of a business entity or other organization, the business entity or other organization on whose behalf you signed up is the Customer. By signing up on behalf of your business entity or other organization, you represent and warrant that you have all right, power, and authority to bind such entity or organization to the Agreement.

Individuals authorized by Customer to access the Services (each an “**Authorized User**”) may submit content or information to the Services, which includes Personal Data (defined below) and User Content (defined below) (“**Customer Content**”), and Customer will have the sole right and responsibility for managing your use of it. Customer will be solely responsible for all of the acts and omissions of its Authorized Users in relation to the Services and the Agreement. The Services are not intended for and should not be used by anyone under the age of 13. Customer must ensure that all Authorized Users are over 13 years old.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Content; and (b) obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in the Agreement and for the lawful use and transmission of Customer Content and the operation of the Services.

Subscriptions

A subscription allows Customer and its Authorized Users to access the Services. A subscription may be procured through the Services interface, or in some cases, via an order form entered into between Customer and us (each an “**Order Form**”). Subscriptions commence when we make them available to Customer and continue for the term specified in the Services or in the Order Form, as applicable (the “**Subscription Period**”).

Beta Products

Occasionally, we look for beta testers to help us test our new features or services. These features or services will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “**Beta Product**”). Beta Products are made available on an “as is,” and “as available” basis and, to the extent permitted under applicable law, without any warranties or contractual commitments we make for other Services. We may terminate or cease offering any Beta Products at any time, in our sole discretion.

Feedback

Customer and its Authorized Users may choose to, or we may invite them to, submit comments, feedback or ideas about the Services, including without limitation about how to improve the Services or our products (“**Ideas**”) directly at team@mail.anakin.ai or via third party sites and tools. By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation, whether to Customer, the Authorized User, or anyone else, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of the submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our personnel, or obtained from sources other than Customer or its Authorized Users.

Privacy Policy and Protection of Personal Data

By using the Service, you understand and acknowledge that your personal information will be collected, used and disclosed as set forth in our Privacy Notice [\[link\]](#).

We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Services Usage and Restrictions

Our License to Customer

Ownership of the Services, Documentation, and Company Data

We own and will continue to own our Services and Documentation, including all related intellectual property and other proprietary rights related thereto. Further, Customer acknowledges and agrees that we may collect data relating to Customer’ s and its Authorized Users’ usage of the Services, (“**Usage Data**”) and collect, analyze, and use data derived from User Content that has been aggregated and/or anonymized such that it does not identify Customer or any identifiable individual person (“**Derivative Data**” and, collectively with Usage Data, “**Company Data**”). All Company Data will be owned solely and exclusively by us and, for purposes of clarity, you agree that we may use the Company Data in perpetuity for any purpose permitted by applicable law.

We may, from time to time, make available certain third-party products and services, including but not limited to open source software (“**Third-Party Products**”) for use in connection with the Services. Such Third-Party Products may be made available under separate or additional

terms and conditions, including but not limited to open source licenses, which we will make available to you as necessary.

Licenses to the Services and Documentation

During the Subscription Period, we grant the Customer a non-exclusive, non-transferable license to access and use, and to permit Authorized Users to access and use the Services, in accordance with the Agreement, for the Customer's own internal business purposes.

To the extent that we may make downloadable software components available, via app stores or other channels, as part of the Services, during the Subscription Period, we grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services. Minor updates, bug fixes, and the like to such downloadable software components will be included under this license for the duration of the subscription.

From time to time we may make available product documentation for the Services (the **“Documentation”**) via a method of our choosing (e.g., via the Services). During the Subscription Period, we grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the Documentation to support Customer's and its Authorized Users' use of the Services.

All rights and licenses granted herein are subject to you and your Authorized Users' full compliance with all of the terms and conditions of the Agreement. All rights in the Services and Documentation not expressly granted herein are expressly reserved by us.

Customer's Licenses to Us

Ownership of Customer Content

As between us on the one hand, and Customer and any Authorized Users on the other, Customer will own all Customer Content, including, for purposes of clarity, Personal Data and User Content.

License to Personal Data

Subject to the terms and conditions of the Agreement, Customer (for itself and all of its Authorized Users) grants us a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Personal Data, only as reasonably necessary (a) to provide and maintain the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Personal Data from its Authorized Users or any third parties as may be necessary to grant this license.

Notwithstanding the foregoing, Customer agrees that we may collect, analyze, use and disclose, during or after the Subscription Period, data derived from Personal Data, which is anonymized and/or aggregated in a manner, that makes the identification of Customer or any Authorized User or third party impossible, for any business purpose, including without limitation, to operate, analyze, improve, and market the Services and our other products and services and share such anonymized data with our affiliates and business partners. Customer further agrees that we will have the perpetual right to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of such derived data.

License to User Content

With respect to that portion of Customer Content that consists of videos, images, music, comments, questions, documents, spreadsheets, and any other content submitted, posted, or otherwise made available by Customer and its Authorized Users through the Services (**“User Content”**), by submitting, posting, storing, or otherwise making such User Content available through the Services, Customer grants, and represents and warrants that it has all rights necessary to grant (including without limitation any necessary consents and authorizations from individual persons identified in the User Content and licenses from third-parties whose content is included in the User Content), to us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, host, store, reproduce, modify, publish, list information regarding, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content, and the names, voice, and/or likeness contained in the User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, solely for use in connection with our provision of the Services as described in the Agreement and our product documentation.

To the extent permitted under applicable law, we take no responsibility and assume no liability for any User Content that Customer or any Authorized User or third-party submits, posts, or otherwise makes available through the Services. As between Customer and us, Customer shall be fully responsible for the User Content and the consequences of submitting, posting, or otherwise making it available via the Services, and Customer acknowledges and agrees that we are acting only as a passive conduit for Customer’ s and its Authorized Users’ online distribution of such User Content.

Responsibilities for Customer Content

We are not responsible for the content of any Customer Content or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Content. Customer represents and agrees that Customer is solely responsible for (i) providing notices and obtaining consents as legally required from its Authorized Users for the collection, use, processing and transfer of Customer Content in connection with the Services; and (ii) ensuring compliance with all laws in all jurisdictions that may apply to Customer Content provided

hereunder, including but not limited to all applicable international, federal, state, provincial and local laws, rules, and regulations relating to data privacy and security. Unless otherwise agreed to in writing, Customer may not submit any Customer Content that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HiTECH), the Family Educational Rights and Privacy Act of 1974 (FERPA), the Children's Online Privacy Protection Act (COPPA), or the GDPR or any other data which is considered to be sensitive or which could give rise to notification obligations under data breach notification laws. We do not make any representations as to the adequacy of the Service to process your Customer Content or to satisfy any legal or compliance requirements which may apply to your Customer Content, other than as described herein.

Use of the Services

Customer must comply with the Agreement and ensure that its Authorized Users comply with the Agreement. We may review conduct for compliance purposes, but we have no obligation to do so. If we believe there is a violation of the Agreement that can be remedied by Customer's removal of certain Customer Content, we will, in most cases, ask Customer to take direct action rather than intervene. However, to the extent legally permissible, we reserve the right to take further appropriate action, when we deem it reasonably appropriate if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

Acceptable Use

Technical Restrictions

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping" ; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the servers hosting the Services than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services;

(viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

Accessing any audiovisual content that may be available on the Services for any purpose or in any manner other than Streaming is expressly prohibited unless explicitly permitted by the functionality of the Services. “**Streaming**” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Services to an Authorized User’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the Authorized User.

Customer Content Restrictions

You are solely responsible for the content of any Customer Content you submit through the Services. You agree not to submit any Customer Content, including but not limited to any User Content, that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; or (ix) to the extent applicable, violates any school or other applicable policy, including those related to cheating or ethics.

You agree that any Customer Content that you submit does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the

license granted below. To the extent legally permissible, we reserve the right, but are not obligated, to reject and/or remove any User Content that we believe, in our sole discretion, violates any of these provisions. You understand that publishing your User Content on the Services is not a substitute for registering it with the U.S. Copyright Office, the Writer' s Guild of America, or any other rights organization.

Copyright Policy

Since we respect artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Email: team@mail.anakin.ai

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying us and our affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. § 512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, Customers and Authorized Users who are deemed to be repeat infringers. We may also at our sole discretion limit access to the Services and/or terminate subscriptions of any Customer or Authorized User who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

Representations; Disclaimer of Warranties

Customer represents and warrants that it has validly entered into the Agreement and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of the Agreement. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TYPES OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. THE AGREEMENT GRANTS SPECIFIC LEGAL RIGHTS, AND CUSTOMER AND AUTHORIZED USERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER’ S PAYMENT OBLIGATIONS UNDER THE “PAYMENT TERMS” SECTION ABOVE.

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such

information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this “Limitation of Liability” section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this “Limitation of Liability” section allocate the risks under the Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into the Agreement and the pricing for the Services.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE AGREEMENT GRANTS SPECIFIC LEGAL RIGHTS, AND CUSTOMER AND AUTHORIZED USERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnification

Customer agrees to defend, indemnify and hold harmless us and our affiliates, licensors, and suppliers, and our and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (a) Customer’s and any Authorized User’s use of and access to the Services, including any Customer Content or other content transmitted or received by Customer or any Authorized User; (b) your violation of any term of the Agreement, including without limitation any breach of Customer’s representations and warranties above; (c) Customer’s or any Authorized User’s violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) Customer’s or any Authorized User’s violation of any applicable law, rule or regulation; (e) Customer Content or any content that is submitted via Customer’s or any Authorized User’s account, including without limitation misleading, false, or inaccurate information; (f) Customer’s or any Authorized User’s gross negligence, fraud, or willful misconduct; or (g) any other party’s access and use of the Services with Customer’s or any Authorized User’s unique username, password or other appropriate security code (provided that such access and use was not our fault).

Miscellaneous

Third Party Products, Links, and Information

The Services may integrate with, or contain, third party products, services, materials, or information, or links thereto that are not owned or controlled by us (“**Third Party Materials**”). We do not endorse or assume any responsibility for any such Third Party Materials. If Customer

or any Authorized User accesses any third party website or service, it does so at its own risk, and Customer acknowledges and agrees that the Agreement and our Privacy Notice [link] do not apply to Customer or any Authorized User's use of such sites or services. Customer expressly relieves us from any and all liability arising from its or its Authorized User's use of any Third Party Materials.

Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third party beneficiaries to the Agreement; a person who is not a party to the Agreement may not enforce any of its terms under any applicable law.

Email Communications

Except as otherwise set forth herein, all notices under the Agreement will be by email, although we may instead choose to provide notice to Customer through the Services. Notices to us must be sent to team@mail.anakin.ai. Notices will be deemed to have been duly given (a) the business day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

Modifications

We may change these Customer Terms and the other components of the Agreement (except any Order Forms) in accordance with this Section. If we make a material change to the Agreement, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Agreement. The materially revised Agreement will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

Waivers

No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

Assignment

Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign the Agreement in its entirety (including all Order Forms), without consent of Customer, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Governing Law

The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The parties acknowledge that the Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law of the Agreement, any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § § 1-16).

Venue; Waiver of Jury Trial; Fees

The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement, including any appeal of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable. Each party hereby consents and submits to the exclusive jurisdiction of such courts. **Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Arbitration

Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you may seek relief from us. For any dispute with us, you agree to first contact us at team@mail.anakin.ai. and attempt to resolve the dispute informally. If we have not been able to resolve a dispute within sixty (60) days of your first contact, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to the Agreement, or the breach or alleged breach thereof by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in San Francisco County, California, unless we agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

Entire Agreement

The Agreement, including these Customer Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Agreement supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) these Customer Terms; and (3) any other documents or pages referenced in these Customer Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation

(excluding Order Forms) will be incorporated into or form any part of the Agreement, and all such terms or conditions will be null and void.

Survival

Any section of the Agreement that, by its terms or its nature, should survive the termination or expiration of the Agreement shall so survive.

Contact Us

Please also feel free to contact us if you have any questions about the Customer Terms or any other part of the Agreement. You may contact us at team@mail.anakin.ai.