

Terms of Service

THESE TERMS OF SERVICE (the "Agreement") GOVERN YOUR RECEIPT, ACCESS TO, AND USE OF THE SERVICES PROVIDED BY Brown Bacon LLC, BrownBacon.com, BrownBaconAI.com ("Brown Bacon"). BY (A) ALL INTERNET ACCESSIBLE CONTENT AND SERVICES PROVIDED BY BROWN BACON (B) PURCHASING ACCESS TO THE SERVICE THROUGH CONTRACT(S), SERVICES CONTRACT(S), OR AN ONLINE ORDERING PROCESS THAT REFERENCES THIS AGREEMENT, (C) SIGNING UP FOR A FREE, PILOT, OR PAID ACCESS PLAN FOR THE SERVICE VIA A PLATFORM THAT REFERENCES THIS AGREEMENT, OR (D) CLICKING A BOX INDICATING ACCEPTANCE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

THE ACCESSING ANY OF THE ABOVE NOTED BROWN BACON SERVICES IS CONSTITUTING ACCEPTANCE OF THESE TERMS AND CONDITIONS AGREEMENT INDIVIDUALLY, OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("Customer"); SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR IF THE ENTITY DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. CAPITALIZED TERMS HAVE THE MEANINGS SET FORTH HEREIN. THE PARTIES AGREE AS FOLLOWS:

1. The Service

1.1 Service Description

Brown Bacon owns and provides a cloud-based artificial intelligence service offering chatbots, SAAS (Software As A Service) Applications/services provided for customer support, sales, training, education, entertainment and user engagement (the "Service"). Anything the Customer (including Users) configures, customizes, uploads, or otherwise utilizes through the Service is considered a "User Submission." Customer is solely responsible for all User Submissions it contributes to the Service. Additional terms regarding User Submissions, including ownership, are in Section 8.2 below. The Service may include templates, scripts, documentation, and other materials that assist Customer in using the Service ("Brown Bacon Content"). Customers will not receive or have access to the underlying code, AI model, data, or software of the Service (collectively, the "Software") nor receive a copy of the Software itself.

1.2. Customer's Subscription

Subject to the terms of this Agreement, Customer may purchase a subscription to, and has the right to access and use, the Service as specified online and/or in one or more ordering screens agreed upon by the parties through Brown Bacon's website or service portal that reference this Agreement and describe the business terms related to Customer's subscription ("Order(s)"). All subscriptions are for the period described in the applicable Order ("Subscription Period"). Use of and access to the Service is permitted only for individuals authorized by the Customer and solely for Customer's own internal business purposes, not for the benefit of any third party ("Users"). Customer shall not sub-license or otherwise provide or use in a manner which is not expressly provided for contractually.

Customer(s) shall not post, publish, or make accessible any Brown Bacon application without the express written content and contract with Brown Bacon. All Brown Bacon applications are only intended for use for specific contracted use cases.

Examples of prohibited use of Brown Bacon services would be as follows but not limited to:

- Deploying a Server Empowerment application as a public facing Customer AI Assistant.

- Deploying a tableside Customer AI Assistant to social media or website without contractual approval.

1.3. Brown Bacon's Ownership

Brown Bacon owns the Service, Software, Brown Bacon Content, Documentation, and anything else provided by Brown Bacon to the Customer (collectively, the "Brown Bacon Materials"). Brown Bacon retains all rights, title, and interest (including all intellectual property rights) in and to the Brown Bacon Materials, application, services, branding, all related and underlying technology, and any updates, enhancements, modifications, or fixes thereto, as well as all derivative works of or modifications to any of the foregoing. Content which is provided to Brown Bacon for AI model training, services, or application creation shall be considered public domain information unless specifically specified as Confidential. No implied ownership or licenses are granted under this Agreement, and any rights not expressly granted to the Customer are reserved by Brown Bacon.

1.4 Permissions

The Service includes customizable settings allowing Users to grant permissions to other Users to perform various tasks within the Service ("Permissions"). It is solely the Customer's responsibility to set and manage all Permissions, including determining which Users can set such Permissions. Accordingly, Brown Bacon has no responsibility for managing Permissions and no liability for Permissions set by the Customer, provided to staff, individuals, customers, general public and/or its Users. The Customer may provide access to the Service to its Affiliates with permission as granted in the contract, in which case all rights granted and obligations incurred under this Agreement shall extend to such Affiliates. If not Affiliate rights are granted, the customer must have written agreement with Brown Bacon before providing access. The Customer represents and warrants it is fully responsible for any breaches of this Agreement by its Affiliates and has the authority to negotiate this Agreement on behalf of its Affiliates. The Customer is also responsible for all payment obligations under this Agreement, regardless of whether the use of the Service is by the Customer or its Affiliates. Any claim by an Affiliate against Brown Bacon must be brought by the Customer, not the Affiliate. An "Affiliate" of a party means any entity directly or indirectly controlling, controlled by, or under common control with that party, where "control" means the ownership of more than fifty percent (50%) of the voting shares or other equity interests.

2. Restrictions

2.1 Customer's Responsibilities

The Customer is responsible for all activity on its account and those of its Users, except where such activity results from unauthorized access due to vulnerabilities in the Service itself. The Customer will ensure its Users are aware of and comply with the obligations and restrictions in this Agreement, bearing responsibility for any breaches by a User.

2.2 Use Restrictions

The Customer agrees not to, and not to permit Users or third parties to, directly or indirectly: (a) modify, translate, copy, or create derivative works based on the Service; (b) reverse engineer, decompile, or attempt to discover the source code or underlying ideas of the Service, except as permitted by law; (c) sublicense, sell, rent, lease, distribute, or otherwise commercially exploit the Service; (d) remove proprietary notices from the Service; (e) use the Service in violation of laws or regulations; (f) attempt unauthorized access to or disrupt the Service; (g) use the Service to support products competitive to Brown Bacon; (h) test the Service's vulnerability without authorization. If the Customer's use of the Service significantly harms Brown Bacon or the Service's security or integrity, Brown Bacon may suspend access to the Service, taking reasonable steps to notify the Customer and resolve the issue promptly.

2.3. API and Services Access Restrictions

Brown Bacon may provide access to applications, chat tools, upload portals, integrations, and/or similar APIs as part of the Service. All integrations will be quoted on a case, by case basis. Brown Bacon reserves the right to set and enforce usage limits on the APIs, services, and the Customer agrees to comply with such limits or pay defined overage fees as incurred. Brown Bacon may also suspend or terminate API access at any time.

3. Third-Party Services

The Service may interface with third-party products, services, or applications that are not owned or controlled by Brown Bacon ("Third-Party Services"). Customers have the discretion to utilize these Third-Party Services in conjunction with our Service. Should the integration of the Service with any Third-Party Service require, customers will be responsible for providing their login information to Brown Bacon solely for the purpose of enabling Brown Bacon to deliver its Service. Customers affirm that they have the authority to provide such information without violating any terms and conditions governing their use of the Third-Party Services. Brown Bacon does not endorse any Third-Party Services. Customers acknowledge that this Agreement does not cover the use of Third-Party Services, and they may need to enter into separate agreements with the providers of these services. Brown Bacon expressly disclaims all representations and warranties concerning Third-Party Services. Customers must direct any warranty claims or other disputes directly to the providers of the Third-Party Services. The use of Third-Party Services is at the customer's own risk. Brown Bacon shall not be liable for any issues arising from the use or inability to use Third-Party Services.

4. Financial Terms

4.1 Fees

Customers are required to pay for access to and use of the Service as detailed in the applicable order ("Fees"). All Fees will be charged in the currency stated in the order or, if no currency is specified, in U.S. dollars. Payment obligations are non-cancellable and, except as explicitly stated in this Agreement, Fees are non-refundable. Brown Bacon reserves the right to modify its Fees or introduce new fees at its discretion. Customers have the option not to renew their subscription if they disagree with any revised fees.

Payment will be made per the terms of the contract which will be based on monthly or yearly payment schedules.

4.2 Payment

Brown Bacon, either directly or through its third-party payment processor ("Payment Processor"), will bill the customer for the Fees using the credit card or ACH payment information provided by the customer. Brown Bacon reserves the right to charge the customer's credit card or ACH payment method for any services provided under the order, including recurring Fees. It is the customer's responsibility to ensure that Brown Bacon has current and accurate credit card or ACH payment information. Failure to provide accurate information may lead to a suspension of access to the Services. Brown Bacon also reserves the right to offset any Fees owed by the customer. If the customer pays through a Payment Processor, such transactions will be subject to the Payment Processor's terms, conditions, and privacy policies, in addition to this Agreement. Brown Bacon is not responsible for errors or omissions by the Payment Processor. Brown Bacon reserves the right to correct any errors made by the Payment Processor, even if payment has already been requested or received. If the customer authorizes, through accepting an order, recurring charges will be automatically applied to the customer's payment method without further authorization until the customer terminates this Agreement or updates their payment method.

Renewal Services - 90 days prior to the then current Term and any renewal term for the Services, Client will notify Brown Bacon, LLC should Customer/Client wish to cancel the renewal of this Agreement at the end of its Term. Should no notice be given by the Client to Brown Bacon, Inc within 90 days prior to the expiration period of the then current Term, Brown Bacon, Inc will consider this Agreement and its terms to

be renewed (aka "automatic renewal") by the Client. (ii) A price increase on the 90-day "automatic renewal" shall not exceed 20% of such prior year's Agreement of fees, base annual rates, services, products, and per user/active user cost to support software development improvements. (iii) Renewal contracts will not (i) include or carry forward any initial signing discounts of prior agreements or (ii) the increase in any published or quoted list prices for Services. Contracts which are not renewed prior to 90 days of the renewal date will be subject to Brown Bacon's current pricing.

Revenue Share Agreements – As defined per separate agreement.

4.3 Taxes

Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes, imposed by any jurisdiction (collectively, "Taxes"). Customers are responsible for paying all Taxes associated with their purchases. If Brown Bacon is obligated to pay or collect Taxes for which the customer is responsible, Brown Bacon will invoice the customer for such Taxes unless the customer provides Brown Bacon with a valid tax exemption certificate authorized by the appropriate taxing authority beforehand. For clarity, Brown Bacon is solely responsible for taxes based on its income, property, and employees.

4.4 Failure to Pay

If a customer fails to pay any Fees when due, Brown Bacon may suspend access to the Service until overdue amounts are paid. Brown Bacon is authorized to attempt charging the customer's payment method multiple times if an initial charge is unsuccessful. If a customer believes they have been incorrectly billed, they must contact Brown Bacon within sixty (60) days from the first billing statement showing the error to request an adjustment or credit. Upon receiving a dispute notice, Brown Bacon will review and provide the customer with a written decision, including evidence supporting this decision. If it is determined that the billed amounts are due, the customer must pay these amounts within ten (10) days of receiving Brown Bacon's written decision.

5. Term and Termination

5.1. Agreement Term and Renewals

Subscriptions to access and use Brown Bacon's service ("Service") commence on the start date specified on the applicable Order ("Subscription Start Date") and continue for the duration of the Subscription Period. Customers may opt not to renew their Subscription Period by notifying Brown Bacon at billing@BrownBacon.co (provided that Brown Bacon confirms such cancellation in writing) or by modifying their subscription through the Customer's account settings within the Service. This Agreement takes effect on the first day of the Subscription Period and remains effective for the duration of the Subscription Period stated on the Order, including any renewals of the Subscription Period and any period that the Customer is using the Service, even if such use is not under a paid Order ("Term"). If this Agreement is terminated by either party, it will automatically terminate all Orders. If a Customer cancels or chooses not to renew their paid subscription to the Service, the Customer's subscription will still be accessible but will automatically be downgraded to a version of the Service with reduced features and functionality that Brown Bacon offers to unpaid subscribers ("Free Version"). Should this Agreement be terminated by either Brown Bacon or the Customer, or should the Customer delete its workspace within the Service, access to the Free Version will be revoked.

5.2. Termination

Either party may terminate this Agreement with written notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after receipt of such notice. Brown Bacon may terminate a Customer's access to the Free Version at any time upon notice.

5.3. Effect of Termination

If the Customer terminates this Agreement due to an uncured breach by Brown Bacon, Brown Bacon will refund any unused, prepaid Fees for the remainder of the then-current Subscription Period. If Brown Bacon terminates this Agreement due to an uncured breach by the Customer, the Customer will pay any unpaid Fees covering the remainder of the then-current Subscription Period after the date of termination. No termination will relieve the Customer of the obligation to pay any Fees payable to Brown Bacon for the period prior to the effective date of termination. Upon termination, all rights and licenses granted by Brown Bacon will cease immediately, and the Customer will lose access to the Service. Within thirty (30) days of termination for cause, upon the Customer's request, or if the Customer deletes its workspace within the Service, Brown Bacon will delete the Customer's User Information, including passwords, files, and submissions, unless an earlier deletion is requested in writing. For Customers using the Free Version, Brown Bacon may retain User Submissions and User Information to facilitate continued use. Brown Bacon may delete all User Submissions and User Information if an account remains inactive for more than one (1) year.

5.4. Survival

Sections titled "Brown Bacon's Ownership", "Third-Party Services", "Financial Terms", "Term and Termination", "Warranty Disclaimer", "Limitation of Liability", "Confidentiality", "Data" and "General Terms" will survive any termination or expiration of this Agreement.

6. Warranties and Disclaimers

6.1. Warranties

Customers represent and warrant that all User Submissions submitted by Users comply with all applicable laws, rules, and regulations.

6.2. Warranty Disclaimer

EXCEPT AS EXPRESSLY STATED 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 Brown Bacon EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMERS ACKNOWLEDGE THAT Brown Bacon DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7. Limitation of Liability

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, Brown Bacon WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON THE USE OR ACCESS, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICE, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR GOODWILL, DATA CORRUPTION, OR SYSTEM FAILURES, REGARDLESS OF THE LEGAL THEORY. FURTHER, Brown Bacon'S TOTAL LIABILITY WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER Brown Bacon HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHST

8. Confidentiality

8.1 Definition

Each party (the "Receiving Party") recognizes that the other party (the "Disclosing Party") may share business, technical, or financial information pertaining to the Disclosing Party's operations that, due to the nature of the information and the context of disclosure, is reasonably considered confidential ("Confidential Information"). For Brown Bacon, Confidential Information includes non-public details about features, functionality, and performance of the Service. For Customers, Confidential Information comprises User Information and User Submissions. This Agreement, along with all related Orders, is

considered Confidential Information of both parties. However, Confidential Information does not include information that: (a) becomes publicly available without breaching any duty to the Disclosing Party; (b) was known to the Receiving Party before disclosure by the Disclosing Party without breaching any duty; (c) is received from a third party without breaching any duty; or (d) was independently developed by the Receiving Party without using the Disclosing Party's Confidential Information.

8.2 Protection and Use of Confidential Information

The Receiving Party must: (a) protect the Disclosing Party's Confidential Information with at least the same degree of care it uses for its own similar information, but no less than a reasonable level of care; (b) restrict access to Confidential Information to personnel, affiliates, subcontractors, agents, consultants, legal advisors, financial advisors, and contractors ("Representatives") who need this information in relation to this Agreement and who are bound by confidentiality obligations similar to those in this Agreement; (c) not disclose any Confidential Information to third parties without prior written consent from the Disclosing Party, except as expressly stated herein; and (d) use the Confidential Information solely to fulfill obligations under this Agreement. This does not prevent sharing of Agreement terms or the other party's name with potential investors or buyers under standard confidentiality terms.

8.3 Compelled Access or Disclosure

If required by law, the Receiving Party may access or disclose the Disclosing Party's Confidential Information, provided that it notifies the Disclosing Party in advance (when legally permissible) and offers reasonable help, at the Disclosing Party's expense, if the Disclosing Party wants to contest the disclosure.

8.4 Feedback

Customers may occasionally offer feedback on the Service ("Feedback"). Brown Bacon may choose to incorporate this Feedback into its services. Customers grant Brown Bacon a royalty-free, worldwide, perpetual, irrevocable, fully transferable, and sublicensable license to use, disclose, modify, create derivative works from, distribute, display, and exploit any Feedback as Brown Bacon sees fit, without any obligation or restriction, except for not identifying the Customer as the source of Feedback.

9. Data

9.1 User Information

Customers and their Users must provide information like names, email addresses, usernames, IP addresses, browsers, and operating systems ("User Information") to access the Service. Customers authorize Brown Bacon and its subcontractors to store, process, and retrieve User Information as part of the Service usage. Customers guarantee they have the necessary rights to provide User Information to Brown Bacon for processing as described in this Agreement. Customers are liable for their User Information and any unauthorized use of their credentials.

9.2 User Submissions

Customers grant Brown Bacon a non-exclusive, worldwide, royalty-free, transferable license to use, process, and display User Submissions solely to provide the Service. Beyond the rights granted here, Customers retain all rights to User Submissions, with no implied licenses under this Agreement.

9.3 Service Data

Brown Bacon collects data on Service performance and operation ("Service Data") as Customers use the Service. Provided Service Data is aggregated and anonymized, without disclosing any personal information, Brown Bacon can use this data freely. Brown Bacon owns all rights to Service Data, but will not identify Customers or Users as its source.

9.4 Data Protection

Brown Bacon maintains reasonable security practices to protect Customer Data, including User Submissions and User Information. Nonetheless, Customers are responsible for securing their systems and data. Brown Bacon processes all Customer Data in accordance with its Data Processing Agreement, available at <https://BrownBacon.co/legal/dpa>

10. General Terms

10.1 Publicity

With prior written consent from the Customer, Brown Bacon is allowed to identify the Customer and use and display the Customer's name, logo, trademarks, or service marks on Brown Bacon's website and in Brown Bacon's marketing materials. This will help in demonstrating the clientele and user base of Brown Bacon without compromising any confidential information or privacy rights of the Customer.

10.2 Force Majeure

Brown Bacon shall not be liable for any failure or delay in performing its obligations hereunder caused by events beyond its reasonable control, including but not limited to failures of third-party hosting or utility providers, strikes (excluding those involving Brown Bacon's employees), riots, fires, natural disasters, wars, terrorism, or government actions. These circumstances provide a shield for Brown Bacon against unforeseen events that prevent it from fulfilling its service obligations.

10.3 Changes

Brown Bacon acknowledges that its service is an evolving, subscription-based product. To enhance customer experience, Brown Bacon reserves the right to make modifications to the Service. However, Brown Bacon commits to not materially reducing the core functionality provided to Customers. Furthermore, Brown Bacon may modify the terms of this Agreement unilaterally, provided that Customers are notified at least thirty (30) days before such changes take effect, with changes posted prominently, for example, on the Brown Bacon website terms page.

10.4 Relationship of the Parties

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between Brown Bacon and the Customer. Both parties are independent contractors, maintaining their respective operations and autonomy while cooperating under the terms laid out in this Agreement.

10.5 No Third-Party Beneficiaries

This Agreement is strictly between Brown Bacon and the Customer. It is not intended to benefit any third party, nor shall any third party have the right to enforce any of its terms, directly or indirectly. This clause clarifies the intended scope of the Agreement, limiting obligations and benefits to the parties involved.

10.6 Email Communications

Notices under this Agreement will be communicated via email, although Brown Bacon may choose to provide notices through the Service instead. Notices to Brown Bacon must be directed to a designated Brown Bacon email, while notices to Customers will be sent to the email addresses provided by them through the Service. Notices are considered delivered the next business day after emailing or the same day if provided through the Service.

10.7 Amendment and Waivers

No modifications to this Agreement will be effective unless in writing and signed or acknowledged by authorized representatives of both parties. Neither party's delay or failure to exercise any right under this Agreement will be deemed a waiver of that right. Waivers must also be in writing and signed by the party granting the waiver.

10.8 Severability

Should any provision of this Agreement be found unlawful or unenforceable by a court, it will be modified to the minimum extent necessary to make it lawful or enforceable, while the remaining provisions continue in full effect. This clause ensures the Agreement remains operational even if parts of it are modified or removed.

10.9 Assignment

Neither party may assign or delegate their rights or obligations under this Agreement without the other party's prior written consent, except that Brown Bacon may do so without consent in cases of mergers,

acquisitions, corporate reorganizations, or sales of substantially all assets. Any unauthorized assignment will be void. This Agreement binds and benefits the parties, their successors, and permitted assigns.

10.10 Governing Law and Venue

This Agreement will be governed by the laws of the State of Delaware, USA, excluding its conflict of laws principles. Disputes arising under this Agreement will be resolved in the state or federal courts in New Castle County, Delaware, to which both parties consent to jurisdiction and venue. There is a waiver of any right to a jury trial for disputes arising under this Agreement. The prevailing party in any enforcement action is entitled to recover its reasonable costs and attorney fees.

10.11 Entire Agreement

This Agreement, including any referenced documents and Orders, constitutes the full agreement between Brown Bacon and the Customer, superseding all prior discussions, agreements, and understandings of any nature. This ensures clarity and completeness in the mutual expectations and obligations of the parties involved.

11.1 General

The Client, contractor, assignees, and/or General public user is contracting with Brown Bacon , LLC, Inc., a Nebraska corporation. The Client should direct all notices under this Agreement to "Legal" to the email address per the contract. The Client agrees that the substantive laws of the state of Nebraska, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit arising out of or in connection with this Agreement. Any legal action ("Action") brought under, arising under, relating in any way to, or in connection with this Agreement, its subject matter, or any transactions contemplated hereby, including the interpretation, validity, enforceability and enforcement of this Agreement, shall be brought only in the state or federal courts of the State of Nebraska (the "Nebraska Courts"). Each Party submits to the exclusive jurisdiction of the Nebraska Courts and agrees not to commence any Action covered by this provision in any other court or forum; provided, that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably and unconditionally waives and agrees not to assert (i) any objection to the laying of the venue of any Action in the Nebraska Courts; (ii) any claim that an Action brought in the Nebraska Courts has been brought in an inconvenient forum; and (iii) any claim that the Nebraska Courts do not have jurisdiction with respect to an Action. Each Party irrevocably consents to service of process in connection with any Action being made by utilizing the notice provisions set forth in this Agreement and agrees not to contest any service of process made in an Action in such manner. Each Party irrevocably and unconditionally waives any right to a trial by jury and agrees that any Party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive their right to trial by jury in any Action.

11.2 Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon the second Business Day after emailing, so long as no notice of non-delivery has been received. Notices to the Client shall be addressed to the system administrator designated by the Client for the Client's relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by The Client, or to the email address the Client provides to Brown Bacon. The Client agrees to provide Brown Bacon with the Client's current

email address at all times. By the Client's acceptance of this Agreement, the Client agrees to have opted-in for the receipt of email communications pursuant to the provisions of the United States CAN-SPAM Act.

11.3 Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of and venue within the applicable courts stated above.